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BOMBAY BRANCH
OF THE
ROYAL ASIATIC SOCIETY.
TOWN HALL, BOMBAY.

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on 01 February, 2020

Removal of Chotum Lall, Native Agent in Kattywar.

Kattywar.

EXTRACT Political Letter to Bombay, dated 22 March (No. 7) 1842.

Para. 6. YOU have referred for our further consideration the case of Chotum Lall, late native agent to the Kattywar Political Agency, who was dismissed from that office because he was more than suspected to have participated in the extensive system of bribery discovered among the native servants of the Agency. He had not, however, been positively convicted of any corrupt act, and as it appeared that on one of the charges preferred against him, he had not had an opportunity of defending himself, you determined that this one charge should be re-investigated by Mr. Giberne. On the rehearing, the case against Chotum Lall broke down completely by the discrepancies between the testimony of the witnesses and the evidence they had given on the former investigation. He was therefore acquitted of this charge, and has since petitioned for a similar re-investigation of his other imputed offences, but this you have not thought yourselves at liberty to grant in consequence of our having intimated to you that we had a strong impression of Chotum Lall's guilt, and directed that he should hereafter be employed by Government in no other than a subordinate capacity.

7. It was quite within your authority, however, to order a new investigation without a reference to us, in a case which we had expressly stated to be only one of strong presumption, not positive proof; and the grounds we now have for believing that Chotum Lall has been calumniated in, at least, one of the cases in which Mr. Erskine considered him guilty, give him a claim to be allowed to prove that a similar error was committed by that gentlemen in the other three cases. Should the result be favourable to Chotum Lall, he may be allowed to retire on the usual pension, should he still wish to do so, or he may be appointed to any vacant situation for which he is duly qualified.

8. You permitted Chotum Lall to receive the salary of his situation in Kattywar for the period which elapsed between his suspension and his removal from the office of native agent, deducting from the amount the sums which had been paid to certain persons "in consideration of the extra duty performed by them during Chotum Lall's suspension and after his dismissal." As he was not allowed the benefit of the salary which accrued after his dismissal, the sum paid to him ought not to have been diminished by the remuneration granted to others for services performed after that period.

See Mr. Willoughby's Memorandum of 30th March 1841.

EXTRACT Political Letter from Bombay, dated 26 August (No. 52) 1843.

116. THE charges preferred, in 1836, by Mr. Erskine, when Political Agent in Kattywar, against Chotum Lall, were four in number:

1st. Having received a set of pooja materials from a person named Rowjee Bapoojee.

2d. Having received a gold chain, of the weight of 20 gudyanas (value not mentioned), from Otrum Gundy, ex-minister of the Porebunder State.

3d. Having received 540 rupees in 1823/24, and 500 rupees in 1827/28, as sookree, a present from the Politana State.

4th. Having received the sum of 300 rupees, as a bribe to conceal his knowledge of the parties concerned in a very serious and extensive robbery, committed, in January 1832, at the village of Moonjeepoor, in the Dussara talooka, in Katteewar.

117. On a perusal of the evidence produced in support of the first of the above charges, the Government

LETTER, dated 22 March (No. 7) 1842.

Para. 6. The Court allude to the case of Chotum Lall, formerly native agent to the Katteewar Political Agency, who was, in 1837, dismissed from that situation, in consequence o strong suspicions of his having participated in the extensive system of bribery discovered, in 1836, to have existed among the native servants of that agency, and of his having, in 1838, on a re-investigation, by Mr. Giberne, of the fourth charge, been acquitted of that charge, which induced that individual to solicit that a re-investigation might be made into his other imputed offences, but with which request this Government has not thought itself at liberty to comply, in consequence of the Court having intimated that they had a strong impression of Chotum Lall's guilt, and directed that he should hereafter be employed by Government in no other than a subordinate capacity.

Para. 7. With reference to this determination, the Court remark, that it was quite within the authority of Government to order a new investigation, without reference to them, in a case which they had expressly stated to be only one of strong presumption, and not positive proof; and the grounds the Court now have for believing that Chotum Lall has been calumniated in at least one of the cases in which Mr. Erskine considered him guilty, give him, they observe, a claim to be allowed to prove that a similar error was committed by that gentleman in the other three cases. Should the result be favourable to Chotum Lall, the Court authorise that individual being allowed to retire on the usual pension (should he still wish to do so), or his being appointed to any vacant situation for which he may be duly qualified.

Para.

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vernment of the late Sir Robert Grant was of opinion, that, although an unpleasant degree of suspicion existed against Chotum Lall, the charge was not established against him, and therefore acquitted Chotum Lall of this charge.

118. In reviewing the proceedings of Mr. Erskine, in regard to the second and third charges, the Government of Sir Robert Grant recorded its opinion, that, although strong suspicions of guilt attached to this individual in regard to both of them, still that neither of them had been substiantated.

Para. 8. The Court observe, that Government permitted Chotum Lall to receive the salary of his situation in Kattywar for the period which elapsed between his suspension and his removal from the office of native agent, deducting from the amount the sums which had been paid to certain persons, in consideration "of the extra duty performed by them during Chotum Lall's suspension, and after his dismissal." As, however, Chotum Lall was not allowed the benefit of the salary which accrued after his dismissal, the sum paid to him ought not, the Court observe, to have been diminished by the remuneration granted to others for services performed after that period.

119. In regard to the fourth charge, various discrepancies existed in the evidence, and the Government of the day, on the ground that doubt could never be wholly excluded from a case in which reliance must be placed on native testimony, and that too the testimony of confessed delinquents, regarded this charge rather as one of vehement and scarcely conquerable suspicion against Chotum Lall than one of positive conviction.

120. As already reported to your Honourable Court, Government having in 1838 ascertained that Chotum Lall had not been present to defend himself when the fourth charge against him had been investigated by Mr. Erskine, resolved to give that individual a re-hearing upon that charge, and the result of this re-investigation, which was conducted by Mr. Giberne, then Judicial Commissioner for the Guzerat and the Concan, having produced a conviction on the minds of this Government that Chotum Lall was not guilty of having received the bribe imputed him (under the fourth charge), he was fully acquitted of that charge.

121. Under the views expressed by your Honourable Court in the 7th para. of your despatch now under acknowledgment, Captain Jacob, then in charge of the Political Agency at Rajkote, was, on the 30th July 1842, directed to investigate *de novo* the charges Nos. 2 and 3[*] in the presence of Chotum Lall, and to allow that individual every fair opportunity of clearing himself from the suspicions which attached to him in regard to both of those charges.

122. Captain Jacob commenced a preliminary re-investigation into these charges on the 27th September 1842, and on the 4th February last, Mr. Malet, who had intermediately been appointed Political Agent in Kattywar, submitted to Government the proceedings which had been held before him on the preceding day in the presence of Chotum Lall, in a re-investigation on the first of the charges. In submitting the result of this investigation, Mr. Malet observed, "that there was not the slightest evidence to prove this charge against Chotum Lall, and that he had accordingly acquitted Chotum Lall of this charge."

123. We beg to report, that on a careful perusal of Mr. Malet's proceedings, we have become satisfied of the correctness of his finding, and we have therefore confirmed his acquittal of Chotum Lall upon this charge.

124. With a subsequent report, dated 9th March last, Mr. Malet submitted to Government his proceedings in a re-investigation of the remaining charge against Chotum Loll, and the result has been, as in the other charge, the acquittal of that individual. Mr. Malet's finding in this case, also, has appeared to us to be fully borne out by facts. We have already noticed in the 119th para. of this despatch, that the Government of Sir Robert Grant recorded its opinion in 1837, that this charge against Chotum Lall had not been sufficiently sifted, and decided that although great suspicion attached to that individual, his guilt in regard to this charge could not be considered as actually proved. We beg to state that we entirely concur in the inferences drawn up by Mr. Malet in his report upon this charge, and that we have confirmed his acquittal of Chotum Lall upon this charge also.

125. Your

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[*] "2d, Having received a gold chain of the weight of 20 gudyanas (value not mentioned) from Otrum Gandy, ex-Minister of the Porebunder State. 3d. Having received 540 rupees in 1823–24, and 500 rupees in 1827–28, as sookree (a present) from the Palitana State."

Removal of Chotum Lall, Native Agent in Kattywar.

125. Your Honourable Court having in the 7th para. of your despatch now acknowledged, directing a re-investigation of the charges against Chotum Lall, observed that, "should the result be favourable to Chotum Lall, he may be allowed to retire on the usual pension (should he still wish to do so), or he may be appointed to any vacant situation for which he is duly qualified;" we beg to report, that we have made an intimation to Chotum Lall, to the effect that he will be allowed to retire on whatever amount of pension he may have been entitled to, according to existing regulations, on the 11th November 1837, the date of the Government order, directing his dismissal, or that otherwise he will, on a vacancy, be appointed to any suitable situation for which he may be qualified.

126. The proceedings which may be adopted by this Government on the receipt of a reply from Chotum Lall to the above intimation, will hereafter be reported to your Honourable Court.

EXTRACT, Para. 2 to 4, of a Letter from the Honourable the Court of Directors, dated 27th March, No. 6 of 1844.

2. In conformity to our instructions, you have caused a re-investigation of two of the charges against the head native agent, Chotum Lall. The inquiry has been limited on this occasion to the second and third charges. On the fourth a re-investigation had been already held, to the complete exculpation of the accused; and on the first charge you considered that he was acquitted in 1837; but it ought to have been included in the renewed inquiry, since, on the original investigation, an unpleasant degree of suspicion was declared to exist against Chotum Lall, in respect of that charge, and no more than suspicion existed in regard to any of the charges. It was due to Chotum Lall to have the same opportunity of clearing himself from suspicion, which he has had in respect of the other imputations cast upon him.

3. The second and third charges, on being re-investigated by Mr. Malet, broke down as completely as the fourth had previously done. The testimony inculpatory of Chotum Lall appears to have been suborned by one Munguljee Roopsee, a person in Mr. Erskine's employment, and in whom that gentleman appears to have reposed most undue confidence; Munguljee was present before Mr. Malet, and had an opportunity of cross-examining the witnesses, but failed in shaking their testimony. We are surprised at your not informing us that some steps have been taken to bring this individual to justice for his misdeeds.

4. We approve your having offered to Chotum Lall the option of re-employment, or a pension, each of them on a scale suitable to his former rank.

Political Department.—No. 28 of 1844.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

Kattywar.

In the 116th to 126th paras. of our despatch, dated the 26th August, No. 52 of 1843, we submitted to your Honourable Court the proceedings which had been adopted by Mr. Malet, the Political Agent in Kattywar, in February and March 1843, in the re-investigation which, under the authority communicated to this Government in your Honourable Court's despatch, dated the 22d March 1842, he had been directed to institute into charges Nos. 2 and 3 of the four charges of bribery and corruption, preferred in 1836 by the late Mr. Erskine, when Political Agent in that province, against his head native agent, Chotum Lall Bappabhoy, who, subsequent to the investigation conducted by Mr. Erskine, was acquitted of charges Nos. 1 and 4.

2. In the same despatch, we stated that this re-investigation having proved favourable to Chotum Lall, we had, under the authority contained in the

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* See below.

extract quoted in the margin *, from your Honourable Court's despatch above alluded to, informed Chotum Lall, on the 10th July last, that we had no objection to allow him to retire should he desire to do so, on the amount of pension to which, according to existing regulations, he was entitled for his services up to the 11th November 1837, the date of the order issued by the Government of Sir Robert Grant, directing his dismissal from his situation, but that, should he prefer it, Government would confer on him, on a vacancy, any suitable situation for the duties of which he might be qualified.

3. In reply to the above intimation, Chotum Lall, on the 16th August 1843, submitted a petition to Government, in which he preferred the following requests:—

1st. That he might be considered as having been in the employment of Government, from the date of his dismissal in November 1837, up to the date of his petition.†

† August 1843.

2d. That he might be restored to the situation of head native agent to the Kattywar Political Agency.

3d. That until re-instated in the above situation, or employed in any other situation of higher trust, in "that part of Guzerat," compensation might be granted to him.

4th. That the pension assigned to him, should he wish to retire from the service of Government, after being reinstated in his former situation, or appointed to one of higher trust, might be calculated on the principle that his services had been uninterruptedly continued up to August 1843, and not be considered to have ceased in November 1837, the period of his dismissal from the service of Government.

5th. That a situation might be conferred upon his son, either at Ahmedabad, Baroda, or in Kattywar.

4. In reply, Chotum Lall was informed, on the 20th October last, that we were precluded from complying with his application to be reinstated in his former situation in Kattywar, and that we were also unable to comply with his request to be permitted to draw in arrears the salary of Head Native Agent at Rajkote (300 rupees per mensem), from the date of his dismissal in November 1837 up to August 1843.

5. Chotum Lall was at the same time informed, that his services could only be reckoned up to the 11th November 1837, the date of the Government order directing his dismissal; and that should he wish to be pensioned, instead of being provided with another situation on a suitable vacancy occurring, he would be pensioned, as he had already been informed, upon the amount to which he might have been entitled on that date, according to the then existing regulations.

6. Chotum Lall was further informed, that his request that a situation might be conferred on his son, should be preferred to the local authorities, and not to Government.

7. In reply, Chotum Lall presented a further petition to Government, dated the 14th December last, in which he reiterated his request that he might either be restored to his former situation in Kattywar, or that he might be appointed "to an office of higher rank," and that he might be permitted to draw in arrears, from the year 1837, up to the date of his petition,‡ the full salary of Native Agent in Kattywar; and that in the event of these requests being refused, that in granting him a pension, Government would include in the period of his services the time intervening between the 11th November 1837, the date of his dismissal, and December 1843.

December 1843.

8. On receipt of this petition, our Honourable President requested that the Honourable Mr. Anderson, then a member of this Government, would state his

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* "Should the result be favourable to Chotum Lall, he may be allowed to retire on the usual pension (should he still wish to do so), or he may be appointed to any vacant situation for which he is duly qualified."

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his opinion whether any of the requests preferred by Chotum Lall could be acceded to. With reference to this call, the Honourable Mr. Anderson recorded a Minute, in which he observed, that he was of opinion that the previous decision of Government ought not to be disturbed, but that, as it appeared to him that Chotum Lall had been harshly dealt with, in reference to the proceedings which had been adopted against him by Mr. Erskine, he would suggest, that a recommendation should be made by this Government to your Honourable Court in favour of granting to Chotum Lall a larger pension than the amount to which he is entitled by the provisions of the Pension Rules in force under this Presidency. From the report of the Civil Auditor, dated the 10th instant, copy of which forms Enclosure No. 11 to this despatch, your Honourable Court will observe that Chotum Lall had, up to the date of his dismissal in November 1837, served Government for a period of 25 years,* with the exception of 16 days, and that according to the provisions of Clause 1, Section 5, of the Pension Rules quoted in the margin†, which came into operation on the 8th September 1835, Chotum Lall would have been entitled, on the 11 November 1837, had he then been permitted to retire from the service of Government, to a pension of 100 sicca, or Company's rupees 93. 1. 10. per mensem, being one-third of his salary, calculated on the average of the last five years of his servitude.

*	Y.	M.	D.
In the Kaira Collectorate,	5	0	0
In the Ahmedabad ditto	2	2	0
In Kattywar - - -	17	9	14
Total - -	24	11	14

9. On the 22d January last, our Honourable President recorded a Minute, in which his Honour stated that he concurred in the view taken of this subject by the Honourable Mr. Anderson, and at the same time proposed, that a recommendation should be made to your Honourable Court of granting to Chotum Lall, for the special reasons mentioned by Mr. Anderson, a pension of 200 sicca rupees per mensem, in lieu of the pension of 100 (sicca) rupees, to which, as above stated, this person is entitled by the Pension Regulations, for his services up to the 11th November 1837. This suggestion having been concurred in by His Excellency the Commander-in-Chief and the other members of this Government, we beg to recommend it to the favourable consideration of your Honourable Court.

10. We also beg to be favoured with the instructions of your Honourable Court in regard to the date from which payment of the pension of Chotum Lall is to commence, namely, whether it should commence from the year 1837, when he ceased to draw any salary from Government, or from the 9th March 1843, the date on which Mr. Malet, the Political Agent, submitted to Government the final report of his re-investigation into the charges against Chotum Lall; the result of which has, as stated in a previous part of this despatch, been the acquittal of that person on all the charges which were preferred against him by the late Mr. Erskine.

11. Pending the decision of your Honourable Court upon the above points, we have permitted Chotum Lall to draw the pension (100 sicca rupees) to which he was entitled by the Pension Rules, on the 11th November 1837, and we have directed that the first payment commence from the 9th March 1843, the date on which Mr. Malet submitted his final report to Government.

We have, &c.
(signed) *Geo. Arthur.*
J. H. Crawford.
L. R. Reid.

Bombay Castle, 27 April 1844.

EXTRACT Political Letter to Bombay, dated 4 December (No. 36) 1844.

14. CHOTUM LALL, formerly native agent to the Kattywar Agency, in consequence of having cleared himself from the suspicions which had led to his dismissal, has petitioned your Government to be restored to his former office, or

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* "If the period during which the individual may have been actually employed in the public service shall be more than 20 years, but less than 30 years, the amount of the pension shall not exceed one-third of the monthly salary or authorised official allowances of such individual on an average of five years previously to the date of the application for such pension."

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or appointed to one of a higher grade, or that, if pensioned, he may, in computing the amount of pension due to him, be considered to have been uninterruptedly in the service of Government up to the time of his application.

15. You have not thought yourselves warranted in doing more for Chotum Lall than to grant him the pension to which he would have been entitled at the date of his dismissal in November 1837, namely, one-third of his salary, or 100 sicca rupees per month. You, however, recommend to us that this amount should be increased to 200 rupees, leaving also to us the question, whether arrears should be granted from his dismissal in 1837, or only from March 1843, when the Political Agent submitted the final report acquitting him of the charges.

16. If Chotum Lall prefers to retire on a pension, we consent to its being fixed at the amount recommended by you (200 Ahmedabad rupees per month), and we think it but just that this should commence from the date when he ceased to draw any allowance from Government.

17. Since, however, Chotum Lall has cleared his character from the charges brought against him, previously to which he had always been considered an efficient and valuable public servant, and since he is not, so far as we are informed, disqualified by age or infirmity from further service, it would be preferable, instead of granting him a pension, to re-employ him in some situation corresponding in rank to that which he formerly held.

18. Should you be of opinion that this is practicable and desirable, we authorise you to continue his present allowance of 100 rupees per month until a suitable vacancy may present itself; to grant him the same allowance in arrears from the time of his dismissal; and to inform him, that in the event of his being hereafter admitted to a pension, the time of his unmerited exclusion from public employment will be counted as part of his service.

EXTRACT Political Letter from Bombay, dated 12 November (No. 124) 1845.

LETTER to, No. 6, dated the 27th March 1844.

Paras. 2 and 3. The Court allude to the proceedings adopted by this Government, consequent on the instructions contained in their letter dated the 22d March, No. 7 of 1842, in the case of Chotum Lall, the late native agent of the Kattywar Political Agency, and observe, that, on the re-investigation by Mr. Malet, the second and third charges against Chotum Lall broke down as completely as the fourth had previously done. The Court remark, that the evidence inculpatory of Chotum Lall appears to have been suborned by a person named Munguljee Roopsee, in the employ of the late Mr. Erskine, formerly Political Agent in Kattywar, and in whom that gentleman appears to have placed most undue confidence. The Court observe, that this individual was present before Mr. Malet when the charges against Chotum Lall were re-investigated, and had an opportunity of cross-examining the witnesses, but failed in shaking their testimony, and they express surprise that no steps appear to have been taken for bringing Munguljee to justice for his misdeeds.

3. IN reply to these paras., we beg to forward copy of a letter from Mr. Malet, Political Agent in Katteewar, dated the 4th July 1844,* stating that Munguljee Roopsee was dismissed from his situation in February 1838, and has not, since that period, been employed in any capacity under Government.

Extract Bombay Political Consultation, 28 March 1838.

No. 1250.

From *James Erskine*, Esq., Political Agent at Katteewar, to
J. P. Willoughby, Esq., Secretary to Government, Bombay.

Sir,

1. WITH reference to the Government letter authorising the dismissal of the late native agent on this establishment, Chotum Laul Bapabhoye, I have the honour to request the instructions of the Right honourable the Governor in Council as to the disposal of his pay for the period he remained under suspension, and since his discharge, viz., from the 27th July 1836 up to this date, at the rate of rupees (300) three hundred per mensem, amounting to *Rs.* 5,148. 6. 2.

2. I beg, at the same time, to bring to the notice of Government the claims of Moonshee Lootf Alli Khan and Metha Bugwanlaul to a portion of this sum. The

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* Pol. Cons. 1844; 26th June, No. 3721; 31st July, No. 4420 and 4421.

Removal of Chotum Lall, Native Agent in Kattywar.

The former was intended to fill the appointment in Babriawar recommended by my predecessor in consequence of the collision between the Loonaghur and Jaffrabad authorities, reported in his despatch of 21st October 1835; but since Chotum Laul's suspension, I was obliged to detain and employ him on the duties usually performed by that person, no other being available for the same. He has continued, therefore, to act for Chotum Laul up to the 31st October last, and I trust that Government will be pleased to sanction the payment to him of one-half of the salary for the period in question.

3. As regards Bugwanlaul, I beg to remind Government of the application of Captain Lang in his favour in the 5th para. of his letter of 22d March last, and to recommend for the sanction of the Right honourable the Governor in Council the payment to him of the remuneration therein mentioned, viz., (500) five hundred rupees, for the period of Loolf Alli Khawn's absence at the Presidency on private affairs, viz., from the 2d December 1836 to the 20th March 1837.

I have, &c.
(signed) *James Erskine*,
Political Agent.

Katteewar, Political Agent's Office,
Rajcote, 31 December 1837.

No. 521 of 1838.

No. 1251.

From *J. P. Willoughby*, Esq., Secretary to Government, to the Political Agent in Katteewar.

Sir,

1. I AM directed to acknowledge the receipt of your letter, dated the 31st December last, soliciting the instructions of Government as to the disposal of Chotum Laul Bapabhoye's pay for the period he remained under suspension, and noticing the claims of Moonshee Loolf Ali Khan and Metha Bugwanlaul to a portion thereof.

2. In reply, I am instructed by the Right honourable the Governor in Council to inform you that Government cannot decide on the claims of Loolf Alli until the suspicions attached to that person's conduct in the loan transaction at Limree, reported in your letter of the 14th January last, have been satisfactorily cleared up; and that before deciding on the disposal of Chotumlal's pay, Government will await your reply to that person's appeal referred to you with my letter of the 10th instant, No. 448.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 23 March 1838.

Extract Bombay Political Consultation, 14 March 1838.

No. 1068.

TRANSLATION of a Petition from *Chotumlall Bappabhaee*, Inhabitant of Ahmedabad, to the Right Honourable the Governor in Council; dated and received 17 January 1838.

I HAVE received a letter from James Erskine, Esq., Political Agent in Katteewar, dated 2 December 1837, copy* of which I beg to send herewith. It is therein stated, that an answer, dated 11 November, has been received from the Government of Bombay regarding my case, which contains the following decisions:—

1st. That there are strong suspicions of my having received from Raojee Bappoojee vessels used in worship, but that the fact is not substantiated by evidence or proofs. In regard to this I beg to submit, that without any one complaining against me, Raojee Decannee, one of the conspirators against me, got up a false charge, and preferred to the saheb (Political Agent) a yad regarding the above vessels; and the saheb, having sent for me on the 26th July 1836, at nine o'clock in the night, showed it to me, and in answer to his question, I said that the statement, that the vessels were given in nuzzerrana, was totally unfounded, but that they had been sold to me; that when I asked for the price, he (Raojee) said that the list was left at Amreily, that he would order it from that place, and then take the money

* This has been received.

Removal of Chotum Lall, Native Agent in Kattywar.

money from me accordingly; that, a delay having taken place, I asked him several times for the list of prices, when he promised to get it; that afterwards I sent Mehta Purbhasunkur Gowreeshunkur to demand the list, when also he (Raojee) replied, that it was not received; that, on this, I sent a second time Mehta Rughooputroy and Mehta Purbhashunkur, who were told that he had written by post to his brother at Baroda to forward the list, which would arrive in a short time; that afterwards I sent the above Mehta a third time, when he was informed that the list had not arrived, and that therefore he (Raojee) would send his modee, in whose presence the vessels might be weighed, and the price paid; that they were accordingly weighed at the shop of Shett Vukhutchund Khooshalchund, and were found 171 rupees in weight, the value of which coming (by calculation) to 200 rupees, which I offered to pay, when the modee said that he would ask permission, and then receive it. He accordingly went to consult (his master), and returned with a message, that the value was 265½ rupees; that I thereupon told him, that if any difference existed, the list might be brought, and compared (with the articles), but that this had not been done, and that the money remaining unpaid, in consequence of his own fault, and not from any objection on my part; that at this stage of the business he (Raojee) preferred a yad, with the view of raising up a false accusation against me. On my suspension from office, he (Raojee), thinking that it could not be established against me, sent the modee to demand from me the amount value (of the articles) according to the weight. I can produce witnesses to establish this.

2d. That there are strong suspicions of my having received a gold chain from Gandhee Ootemchund of Porebunder, being 20 gudeeanas (ten tolas) in weight, but that it cannot be judicially proved against me. With respect to this, I have to observe, that on the 26th July, the saheb (Mr. Erskine) called for explanation from me as to the gold chain and the sum of 2,000 corees, alleged to be given to me by Gandhee Ootemchund, on his release from confinement; to which I replied, that nothing was given to me, that whoever might have given should prove it. On this, the saheb stated, that the wife of the Gandhee stated as above, but that there was no proof. To this I said, that if the allegation of that woman was true, she might substantiate it against me; she has, however, not proved it in any manner.

3d. That suspicions also exist of my having received two sums of money, viz., one of 450 rupees, and the other of 500, from the chief of Palleetana, but that it has not been fully established in consequence of the investigation not having been brought to a close. In regard to this, I beg to submit, that the son of the Raja of Paleetana, who had arrived at Rajcote, was instigated to set up false accusations against me by wicked people, who held out to him prospects of succeeding in his business; that on this subject the saheb, on the above-mentioned day, showed me in a book belonging to the Raja two items of 450 rupees and 500, and asked explanation from me. In reply to this, I stated, that nobody had at any time paid me anything; that the charge was groundless *in toto*; that if he (the Raja) had given me anything, he might come in and prove it; but this has not been done. But it is stated, that the investigation remains to be completed. I request that Government should complete the inquiry, and I shall be very glad.

4th. That it is a fact that I took some money from Patell Suvaee and Jaffer, of Dusara, but that it cannot be established by evidence or proofs. In respect to this, I beg to state, that no one has given me anything; but that if anything be alleged to have been given, let it be substantiated by proof what sum has been paid to me. On the 21st July, the Saheb asked me to know what meaaures were adopted, in consequence of the gang robbery of merchandize in Monjpoor, traced to the village of Panwey, of the Dusara talooka; to which I replied, that when a letter was received from the Political Department at Pahlunpoor on the subject, Captain Lang addressed a communication to Hurreebhee, who has at that time been in Dusara on attachment duty; that afterwards I obtained leave and proceeded to Ahmedabad on 15th of Fagun Sood (March) for a wedding, whence I returned in the month of Akhar (July) to my duty to Jaitpoore, where Captain Lang had repaired; and that the proceedings taken in this matter had all been through the instrumentality of Captain Lang, myself not having been allowed admission there. Subsequently the

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the Political Agent sent for Jaffer, sepoy of Dusara, and questioned him as to whether he had seen, with his own eyes, Hurreebhaee giving to Chotumlall (petitioner) the sum of 300 rupees in Gondul, which he alleged to have given to the former for that purpose. Jaffer answered in the negative, and added, that I gave them to Hurreebhaee, and saw Hurreebhaee entering the rowtee of Chotumlall, but did not see him in the act of giving. Kolee Survaee was afterwards interrogated, and he said that he descried from a distance the heap of rupees placed by Hurrybhaee before me, Chotumlall. Explanation being then called from me, I stated that nobody had given me anything, and that the allegation was false. Hurreebhaee was then called, and required to explain the charge made by Jaffer of having given the sum of 300 rupees (to Chotumlall) through his instrumentality; he replied that nothing was given through his medium. He was further interrogated whether he knew anything regarding an agreement of paying the sum of 1,000 rupees, as alleged by Jaffer and Survaee. On this he mentioned the name of Mehta Umrootlall; but what the Saheb asked this person, and what answer he gave, I know not. Afterwards, the Political Agent told me that Jaffer brought to me the sum of 300 rupees at Rajcote, which I refused to receive, and required me to explain this; when I replied that no one had come to give me anything, and that the story was false. That when I returned from the wedding at Ahmedabad to Jaitpore, Jaffer had come to me, and expressed his intention to make an "ahere" (presents given in weddings and other occasions); to which I told him, in reply, that the wedding had not occurred at Jaitpore; that I would neither give nor take any presents. This I informed the Saheb (Political Agent), and he has consequently written me that when Survaee and Jaffer came to me, while Captain Lang was at Jaitpore, to give me some money, which I refused to take, I ought to have brought it to the notice of that gentleman, which, however, I did not do. In respect to this, I beg to observe, that when I returned from the wedding, Jaffer alone had come to me to express his intention to make an "ahere," but the statement that both Survaee and Jaffer had come is totally false; and as Jaffer's offer was not of bribery to effect any particular business, I did not think myself called upon to report it to the Saheb. The circumstances connected with the above "ahere" I have communicated to Mr. Erskine, but I never acknowledged an offer of any other present.

In this manner I gave answers to all the questions, and at four after midnight I was allowed leave to go. The next day I was suspended, and Hurreebhaee loaded with fetters, in consequence of his not having falsely taken my name. Jaffer and Survaee also, when first put into confinement on charges coming home to them, had not falsely taken my name; had they done so, I would have been instantly called to an account. After some days' imprisonment, however, they were taken from the gaol to the bungalow (of the Political Agent), and proceedings were carried on in secrecy, when after some days they were induced to give out false stories fabricated for the purpose. Mehta Hurreebhaee was, in like manner, desired by wicked slanderous persons to take my name, with an assurance of obtaining his release in that case. The case of the above gang robbery was tried by the Political Agent in the Criminal Court in July last, and on the termination of the proceedings Hurreebhaee was, for a day or two, prohibited the use of water supplied by Brahmins, and told to drink from pukhal (leather bag of water), in order that he might be induced to accuse me. Kolee Suwaee, the leader of the gang who plundered property of thousands of rupees, received pardon of his crime, for charging me falsely; and Jaffer, against whom a certain sum was proved, was likewise pardoned, and both of them have been released from confinement. This is publicly known. Let Government, therefore, reflect that, when amnesty is promised, why, these persons should refuse to give out false stories, dictated by "turkutee* people."

With respect to the above four items of complaint, the list of vessels produced by Raojee, and the book of the chief of Paleetanna, were only shown to me, except which, the deposition, &c., connected with the Dusara affair, were not shown to me. If this was not a false accusation set up against me, why, the proceedings connected with matters in which I was concerned were hidden from me; such being the case, how am I to propose any questions I may find necessary? But the regulations of Government everywhere provide, that whenever

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* Slanderers or fabricators of charges, &c.

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whenever any charges are preferred against any individual, he should be allowed to be present when depositions are being taken against him, thereby allowing him an opportunity of putting any questions he may deem requisite, to refute such depositions, and then the proceedings should be transmitted to Government; but nothing like this has been done in the present instance, and the investigation has originated in malicious motives, and was conducted on *ex parte* statements. The sahib (Political Agent) may have written to Government, as he may have been misinformed by the turkutee people about him; but he is my "khawind" (master).

It is stated in the letter of 2d December, that I did not bring to Mr. Willoughby's notice the letter which Gandhee Shamjee Madhoujee, of Jonaghur, brought to me from the Nawab at Rajcote; with reference to this, I have to observe, that in this letter nothing substantial was stated; it only mentioned that a verbal communication would be made; but as the health of the saheb was impaired at that time, I intended to confront him (the Gandhee) with him, when he would find leisure; and told Shamjee not to return unless he had a personal meeting with the saheb; but he nevertheless returned; why, then, bring to the saheb's notice an incomplete story? I have informed this to Mr. Erskine.

I was suspended on the 27th July 1836, and 18 months have since elapsed, and now an answer has been received by me, in which it is stated that as suspicions exist against me regarding the matters above adverted to, I have been dismissed the service of Government. With the view of removing these suspicions, I have come here from Rajcote, and request in this petition that as I know not from what proofs or grounds suspicions are entertained against me, your Excellency in Council will be pleased to cause them to be explained to me, and if this information be afforded to me, I am willing to refute those suspicions. I have performed the services of Government for 26 years, with zeal and diligence, and during this time I have never been found in fault, and have not been concerned in any bad business. I have served under Messrs. Rowles, Robertson, Dunlop, Barnwall, Blane and Willoughby, and they are acquainted with my services; some certificates of good conduct are in my possession, and which I shall get from Ahmedabad where they are, and produce before Government.

(signed) *J. P. Willoughby*,
Secretary to Government.

No. 1069. From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to the First Assistant in Charge of the Katteewar Agency, Rajcote.

Sir,

I AM directed by the Right honourable the Governor in Council to transmit, for any observations you may have to offer thereon, the accompanying translation of a petition from Chotumlall Bappabhaee, dated the 17th January last, complaining of his dismissal from employment, on suspicion of his having received bribes, and asserting his innocence of the charge preferred against him.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 10 March 1838.

Extract Bombay Political Consultation, 27 June 1838.

No. 2959. SUBSTANCE of a Petition from *Chotumlall Bappabhoy*, Inhabitant of Ahmedabad, to the Right Honourable the Governor in Council; dated 24, received 15 May 1838.

I BEG to state, that I presented a petition to Government, dated 17 January last, against my dismissal on suspicions, and giving my answers to each of the charges preferred against me, &c.

In

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In reply to which I was informed, under date the 29th of the same month, that my case was under consideration, and I would get an answer when the inquiry had been completed.

As it is now four or five months since I have given in the above petition, and stayed at Bombay, I now beg to request that Government will be pleased to communicate to me their decision in my case as early as possible.

(signed) *W. S. Boyd*,
Acting Secretary to Government.

No. 2960.

From *L. R. Reid*, Esq., Acting Chief Secretary to Government, Bombay, to the Political Agent in Katteewar.

Sir,

I am directed by the Right honourable the Governor in Council to request that you will expedite your reply to Mr. Secretary Willoughby's letter of the 10th March last, forwarding, for any observations you may have to offer thereon, translation of a petition from Chotumlall Bappabhaee, complaining of his dismissal from employment on mere suspicion of his having received bribes.

I have, &c.
(signed) *L. R. Reid*,
Acting Chief Secretary to Government.

Bombay Castle, 26 June 1838.

Extract Bombay Political Consultation, 28 November 1838.

No. 5787.

Petition from *Chotumlall Bappabhoy*, Inhabitant of Ahmedabad, and now in Bombay, to the Honourable *James Farish*, Esq., President and Governor in Council.

Humbly showeth,

That your petitioner received a letter from Mr. Erskine, Political Agent in Kattawar, dated the 2d December 1837, stating, that as suspicions existed against him, he had been dismissed from the service of Government.

That in consequence of this your petitioner arrived at Bombay, and presented to Government two petitions, dated respectively the 17th January and 24th May last, requesting to know on what evidence and documentary proof the suspicions above alluded to are grounded.

That if any evidence and documentary proof has been received by Government against your petitioner, no hesitation or delay should occur in showing the same to him; but still it has not been done, nor has a decisive answer been given to him, notwithstanding that he has stayed in Bombay for eight months.

That the charge urged against your petitioner is but a tissue of falsehood and fabrication; what kinds of depositions are given against him by the false witnesses is not shown to him, nor is he furnished with copies of them.

That with the exception of what was inquired of your petitioner on the night of the 26th July 1836 by Mr. Erskine, when no one was present but the inimical persons who falsely accused your petitioner, he was never called at the investigation, nor were the proceedings against him shown to him; neither any question propounded, as ought to have been done.

That when the Political Agent made his report to Government he did not inform him what cases had been laid to his charge, nor did that officer call upon him to refute the same. Such was the secrecy observed in the proceedings instituted against him.

That in the letter of 2d December Mr. Erskine states, that your petitioner received some money from Patel Sewayee and Jafferbhoy, and adds that the charge is true, but cannot be judicially proved. It is not stated what sum your petitioner has so received, and your petitioner is quite surprised how the charge

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charge should be true, when an essential part of it, namely the amount, could not be known.

Sic. orig.

With respect to the offer made at Jaitpoor by Jaffer of where or present received in a marriage occasion, your petitioner has detailed his reply to that person in his petition, dated the 17th January last, and the case is as mentioned in that document; but if Mr. Erskine has given to Government a contrary version of the thing, he must be actuated by the representations of wicked persons in injuring your petitioner's character, and depriving him of the source of maintenance.

That your petitioner trusts, that should your Honourable Board be pleased to re-examine the case minutely, your Honourable Board will be satisfied that the accusations set up against him are totally unfounded, and are from beginning to end a piece of fabrication.

That your petitioner has served the Government with zeal and fidelity, applying his heart and soul to the duties entrusted to him. He is not concerned in any evil act; but malicious persons have, with a view to impair your petitioner's honest services, afforded misinformation to Mr. Erskine, and caused suspicions to be entertained by Government against your petitioner. To remove these suspicions your petitioner has arrived at Bombay. Should, however, Government refuse to show him the evidence, documentary proof, and depositions on which the suspicions are founded; should their copies be not furnished to him; should his case be not heard from beginning to end; should a proper investigation be not made,—it would not be worth while for him to continue in existence when his character has been impeached, and his fortune injured by evil-disposed persons.

Government are impartial in the distribution of justice, and act with unbiassed judgment. They are the protectors of the poor; your petitioner is an old servant of theirs. He therefore requests that, from a regard to justice, Government will be so gracious as to order your petitioner to be furnished with information touching the evidence, documentary proof, and depositions under which the suspicions may have been entertained, together with copies of the same, and to make a proper inquiry into the matter.

And your petitioner, as in duty bound, will ever pray.

Bombay, 10 October 1838. (signed) *Chotumlall Bappabhoy.*

No. 5788.

MINUTE by the Honourable the Governor, subscribed to by the Board.

COPY to be sent to the Political Agent, who should long since have answered the reference made to him on the 26th June last.

His earliest attention to, and report upon, the subject, should be entered on with an expression of the surprise of Government at the delay. Chotumlal should be informed of the reference.

(signed) *J. Farish.*
G. W. Anderson.
12 October 1838. *J. A. Dunlop.*

No. 5789.

MEMORANDUM by the Political Secretary.

THE Political Agent's report has been intermediately received, and is herewith circulated.

(signed) *J. P. Willoughby,*
27 October 1838. Secretary to Government.

From

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No. 5790.

From *James Erskine*, Esq., Political Agent at Kattywar, to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Sir,

1. I HAVE the honour to submit, in obedience to the directions contained in your letters of the 10th March and 26th June last, my reply to the petition of Chotumlall Bappabhoy, late native agent of this establishment, complaining against Government for having dismissed him on mere suspicion of his conduct having been corrupt in the execution of his duties, and at the same time bringing charges against me for improper and partial behaviour in the investigation of several charges against him of bribery and corruption, into which it became my duty to inquire for the notice of the Honourable Board.

2. I beg to apologise to the Honourable the Governor in Council for having delayed till so late my reply to your reference, but when I have stated the cause of such delay I trust I shall not appear culpable in not having done so at an earlier period.

3. The causes of delay are as follows:

1st. The appeal of Chotumlall was connected so intimately with the reply of Government to my report on the cases of bribery in which he was accused of having been concerned, in which reply I was called upon to make further inquiries, and report on several points. I waited until I had it in my power to put Government in possession of such further information regarding the whole case; one I have from the first considered of most vital importance to this province, and the character of the British Government, to enable the Honourable Board to decide the question finally on full and satisfactory grounds. 2d. As the petition contained an appeal against the decision of the Right honourable the Governor in Council himself, a clear decision arrived at after a patient and impartial consideration of the case, during the period of 13 months (my report having gone in on the 12th October 1836, and the reply of Government being dated the 11th November 1837), and as that decision of Government was far more favourable to the petitioner than I had anticipated, there appeared no reason to me to give an incomplete reply at an earlier period, especially as, instead of any new circumstances favourable to his case having come to my knowledge since the receipt of your letter, several new cases of corruption and misconduct have been brought before me. 3d. As I had strong reason to suspect, not long after the receipt of your letter forwarding the petition, that Chotumlall was connected with the libel against my character, which was brought to the notice of Government in my letter to your address of the 26th August last, I thought it preferable to finish that inquiry before submitting my remarks on the petition to the Honourable Board.

4. I now proceed to remark on some of the assertions brought forward by Chotumlall against myself in the prosecution of my duty. The petition commences by stating, "That without any one complaining against me," &c. To this I answer, that at that time I had several complaints against him, and the individual himself who first complained was the accused in the first charge. The assertion that I sent for him at nine o'clock at night may or may not be true, as I am not able to remember the precise hour. Every person connected with my office can satisfy the Honourable the Governor in Council, that at that period I rarely was able to lay my head on my pillow till two or three o'clock in the morning, and it was natural that I should defer such cases as I could, late in the evening, attend to, to that time, when other business occupied the forenoon. Chotumlall states he can produce witnesses to establish that Rowjee the man from whom he had taken the valuables, sent a person subsequently to him to recover the value of the materials. I am myself partly a witness to this, as I was applied to by the man Rowjee to know, after the investigation was concluded, in the midst of which Chotumlall had sent his son-in-law to offer the price of them, whether he could not recover his money, as he was badly off and I told him that I saw no objection to his taking what was his due. I have no observation to make on the next charge, as alluded to by Chotumlall in his petition. The charge of the Dussara robbers giving him a bribe, is one which has also been adverted to above, and I see no new feature brought into view in this case. The paragraph in the petitioner's appeal, commencing "With respect,"

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spect," near the end, but not numbered, is one in which great reason and sense are displayed, but not one moment's regard to veracity. I can assure the Honourable Board that every opportunity was given to the petitioner to cross-question his accusers before myself, as well as to send for any witnesses he might wish on every individual instance in his own behalf. If the petitioner requires a public trial, against which the Right honourable the Governor in Council decided, in the reply to the Dussara case of robbery, I see no insurmountable objection to it, but I can hardly perceive why Government should reverse their own decision, founded as it is in a great measure on the suspicious conduct of the petitioner in the Junagur case; and on another occasion, referred to by himself, when he failed to report an attempt to bribe him, even at Jaitpoor, by persons concerned in the Dussara robbery, which I still, though with deep deference, think to have been by far too lenient to this great offender.

5. This now brings me to the last part of my report on the appeal of Chotumlall; viz., my suggestion as to how it is to be disposed of. I beg distinctly to state, that I have the most perfect conviction that this petitioner is the person who authorised and concocted the libel on me (knowing it to be false), the proceedings of which I sent to Government under date the 26th August last; and that under that conviction, although there were some very serious charges of vile corruption standing against him in this office, I should beg the indulgence of Government not to be a party to their investigation. I shall be most careful in laying the charges, with such proofs as I can procure towards their substantiation, before any tribunal Government shall be pleased to appoint, than whom I cannot suggest a fitter than the Honourable Mr. Sutherland, whose criminal jurisdiction as Political Commissioner extends to this province, and whose intimate knowledge of the regulations of Government and the best forms of legal process would enable him, as it points him out as the most qualified for the important duty. I beg, however, here to add, that since Chotumlall has been dismissed in consequence of strong suspicions of misconduct entertained against him, and not because of any evidence by which he was judicially proved guilty, I do not perceive in what way a trial would avail him. The difficulty of proving any charge judicially is owing to the astute mode in which he was accustomed to take presents; when not at office, he was always to be found, particularly at night, sitting alone in an inner apartment, performing pooja. A sepoy sat at the outer door to prevent the entrance of visitors till he had obtained the permission of his master; if two or more persons called together, they were invariably refused admittance; ingress was permitted to single individuals only. A person wishing to give Chotumlall a present was thus prevented from doing so in the presence of a third party; he was either to part with his money in a way which put it completely out of his power afterwards to reclaim it, or suffer all the imaginary evils resulting from his own folly in failing to propitiate the good-will of the head native agent.

6. I shall now proceed to make a few observations on the letter of Government in reply to my report on Chotumlall's case, and in doing so, as it is neither my inclination or province to criticise the decision of the Honourable Board, I shall make these remarks as concisely as possible, and submit them with the greatest deference and respect, with a view chiefly of quoting the sentiments of Government in contrast with my own in support of my present reply to Chotumlall's appeal. On the first charge against this individual, I have no further observation to offer, except that as the Right honourable the Governor in Council considered himself as pronouncing a judicial opinion, his decision on that charge was in perfect accordance with mine, viz., that there existed great grounds for suspicion, but no direct proof. With regard to the second charge against Chotumlall, I beg to state, 1st. That I greatly fear that the Right honourable the Governor in Council, at the period of the decision pronounced, was not sufficiently aware of the extensive and insidious system of corruption which has been so long carried on in this province with impunity, and that had he been fully informed of such, he would have been sure that no case involving such interests as those of Otum Gandy, a minister to one of the first chiefs in the country, ever was settled without the expenditure of money towards the head native agent on the part of those who profited by the decision of the British authority, whose prime adviser he was considered. 2d. As to the probable

error

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error into which I am supposed to have fallen concerning the pecuniary resources of Otum Grandy, I beg to state, I have since made minute inquiries from every party to whom I had access on the subject, both at Porebunder and elsewhere, and I see no reason to alter my former opinion. That person was first duffedar at Porebunder, an hereditary situation, which he enjoyed from his father and ancestors, from the years Sumvut 1877 to 1880 (A. D. 1820/21 to 1823/24); he was employed as head minister of the Porebunder state. At the expiration of that period he was mistrusted by Rana Kheemajee and confined, when he was ordered to resign the karbar, and pay a fine of 170,000 corees; he sold all his effects to do this. In F. 1884 (1827/28) he was again employed as head minister or Karbarree, and remained so for three years. In June 1887 (1830/31) he was again placed in restraint by Kana Kheemajee, and his release was effected by Mr. Willoughby in about the middle of November of that year (1831). On his departure from Porebunder he went to reside at Kotiana, where he built a house of the value of about 5,000 corees, in which to place his wife, children, and the wreck of his fortune. His wife, after his decease, might have been worth in jewels and clothes to the value of a few thousand corees, but the slender means of the family are well known throughout this part of the country. The wealth alluded to in your letter as having been permitted to leave Porebunder, consisted, as every one at Porebunder believe, of the common household utensils, with a few thousand corees, in ready cash, and the ornaments possessed by every woman of any consideration in the country. I have not been able to hear from any one person that Otum Gandy was ever a rich man, or when he left Porebunder; but rather, considering his position, as a man in straitened circumstances, and he had uniformly the character for liberality. On the third charge, I have only to say, that it is as notorious in the province, and indeed throughout all Guzerat, that Chotumlall not only banked with Wukutchund Kooshalchund, as it is known in London that Sir Coutts's brother and Sir Edmund Antrobus are the principal partners in the house of Coutts & Co. It is, besides, notorious that Chotumlall is a wealthy man, and possessed of property to the extent of several lacks of rupees, obtained since his arrival in this province in the beginning of 1820. Nothing, however, can be judicially proved; therefore I have it only in my power to state these circumstances for the information of the Honourable the Governor in Council. With respect to the fourth charge, since I myself have been present in a solemn court, before which I heard that charge clearly proved by persons on their oath, forming a chain of concurrent testimony, I shall say no more. The accused was certainly not present to defend himself; but the line of conduct he has invariably pursued has been to deny all receipts of such a nature *in toto.* Before I dismiss this part of the subject, I may be permitted to make two remarks: 1st. The Right honourable the Governor in Council has decided on the charges in a judicial point of view; his strict justice and impartiality demanded that. But I brought forward these cases, cases decided with great difficulty, as I have often stated, and I have also given the reasons for such difficulty (viz., the impression put about over the country that corruption was patronised by the British officers), not as the foundation for a criminal prosecution, but as doing my duty in my own branch of the service to inform Government that a class of people to whom they paid very large stipends were in the habit of abusing their confidence and maligning the characters of some of the most meritorious of their servants. The very circumstance of the great suspicions attached in the course of these charges to Chotumlall, independent of my intense conviction (the intense conviction of a perfectly disinterested man, or rather of a man somewhat interested in his favour,) of his extreme guilt, would of course warrant Government to remove him from a most responsible situation in the political branch of the service, one in which Government allows, most justly, that greater temptations are offered than in any other line, and where integrity and upright conduct is most especially requisite, any strong suspicion of want of integrity is of itself disqualification; that the Government therefore can entertain any idea of altering their decision on the petitioner's case, I conceive to be impossible. 2d. The Right honourable the Governor in Council has been pleased to remark, that the above-named circumstances (alluding to my remarks on the inducement Otum Gandy had to give the native agent any recompense, and my statement of the poverty of Otum Gandy's family) "are important, because they in some degree confirm the impression which

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which he thinks a dispassionate perusal of my reports will suggest, that in my zeal to purify my establishment, and in my conviction of the guilt of the accused, I exhibited a warmth scarce suited to the judicial character, and was thus led to construe to their disadvantage circumstances which may fairly bear a different interpretation." That the circumstances elicited before me in the investigation in question ever could have borne an opposite construction to that which I put upon them, and which is inferred by the above expression, I greatly regret, but with respect to my warmth against the members of the native establishment, I do not hesitate, as I am by no means ashamed to state that it proceeded from intense conviction of their criminality, brought on, and confirmed in a great degree, by the guilty conduct of Hurreebhoy Bhagylall and Gopalrye Mahdoorye, both holding responsible situations on this establishment, and nearly connected with the petitioner by birth and marriage, and who have been publicly tried, found guilty, and sentenced. As for any partial or sinister views of which Chotumlall accuses me, I beg distinctly to disavow them. I perceived an evil state of things; I was enabled after much labour to discover the cause of it, and I did my utmost to oppose and destroy it. I saw corruption was rife in the province; I discovered that the cause of it was, that the names of the British functionaries were made use of for the perpetuation of it; and I prosecuted the criminals with all the energy I possessed. If my conduct has been erroneous, or injurious to the interests of Government, I am open to correction by the Honourable Board.

7. I should feel greatly obliged for an early reply to this, for several reasons: 1st. The office establishment can hardly transact the business required of them with their present capabilities, and therefore it is so expedient to arrange it. 2d. The services of my head clerk and accountant, Mr. Gillies, are now divided into three most important departments,—Accounts, English correspondence, and the supervision of native ditto; and the consequence is, he is hardly able to master it all. 3d. The impression throughout the country cannot fail of being mischievous at seeing things carried on in such a manner as that three or four of the most leading native assistants are suspended from their duties.

8. When I receive the final decision of the Honourable Board, I shall then submit my plan for the revision of the establishment, as also for compensation to those individuals who, since the suspension of the members of the establishment, have devoted their time, trouble, and ability to the public service.

I have, &c.
(signed) *J. Erskine*,
Political Agent.

Kattewar, Political Agent's Office,
Camp Veraloul, 28 September 1838.

No. 5791.

MINUTE by the Honourable the Governor, subscribed to by Mr. *Dunlop*.

1. MR. ERSKINE's Report does not add anything to the information already before Government, on the case of Chotumlall; on the fourth charge he stated that Chotumlall was not present to defend himself.

2. On this charge, therefore, he has claim to a re-hearing. The result, however, if favourable to him, cannot entitle Chotumlall to restoration of his office under the Political Agent; and the fullest proof of such corruption as is alleged against him could only, under the present state of the law, lead to the confirmation of his dismissal.

3. Chotumlall has now been out of office for several months, and cannot exercise that influence, which would suppress the evidence in all those many cases of delinquency, in which Mr. Erskine entertains an "intense conviction" that he has been engaged.

4. I am anxious to give Chotumlall the opportunity of defending himself on the charge above mentioned, and Mr. Erskine should have the opportunity of bringing against him other charges, if he has any specific ones which he can establish. The result of this inquiry, though it would not lead to the restoration of Chotumlall, might, if entirely favourable, open more clearly the way of his admission to employment in some other department, or if unfavourable, would

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would place him in a more unequivocal position, and substitute proof for strong suspicion as the ground of his exclusion from the Political Agent's office and the public service.

5. To conduct such inquiry, it is undesirable again to employ Mr. Erskine. The Judicial Commissioner, Mr. Giberne, will in the course of his circuit go to Dholka and Gogo; I would therefore propose that he should visit Rajkote, for the purpose of inquiring into the charge mentioned as No. 4 in Mr. Erskine's letter of 28 September, and any other fresh charges which may have come to his knowledge, and he is prepared to prosecute.

6. Mr. Giberne should state the date when he can be at Rajcote for the purpose, and Chotumlall should be informed that he may be there in readiness to defend himself on the charge in question; and Mr. Erskine should be directed to be prepared with such fresh charges as he may have to bring, giving timely notice thereof to Chotumlall, that he may defend himself.

13 November 1838. (signed) *J. Farish.*
J. A. Dunlop.

MINUTE by the Honourable Mr. *Anderson*, subscribed to by the Board.

No. 5792.

MR. GIBERNE should be appointed to make the inquiry in question, so that it may not be deemed that he is acting or conducting the duty in his office of Judicial Commissioner.

(signed) *G. W. Anderson.*
J. A. Dunlop.
J. Farish.

From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to the Political Agent in Kattewar.

Sir,

No. 5793.

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 28th September last, submitting your Report on the petitions of Chotumlall Bappabhoye, late native agent of the Rajcote agency, on the subject of his recent dismissal from public service, and requesting a re-investigation of his case.

2. In reply, I am desired to inform you, that your present report does not afford any further information relative to the case of this individual, than that previously in the possession of Government.

3. As, however, it is stated by you that Chotumlall was not present to defend himself when the fourth charge against him was investigated, Government thinks that he has a claim to a rehearing on this charge.

4. Chotumlall having now been out of office for several months, he cannot exercise that influence which could suppress the evidence in all those many cases of delinquency in which you "entertain an intense conviction" that he has been engaged.

5. The Governor in Council is anxious to afford Chotumlall the opportunity of defending himself on the above-mentioned charge, and to give you also an opportunity to bring against him other charges, if you have any specific ones which you consider you can establish. The result of this inquiry, though it may not lead to the restoration of Chotumlall in his late office, might, if entirely favourable, open more clearly the way of his admission to employment in some other department, or if unfavourable, would place him in a more unequivocal position, and substitute proof for strong suspicion, as the grounds of his exclusion from your establishment and from the public service.

6. The Governor in Council has resolved to confide the further inquiry into Chotumlall's conduct to Mr. Giberne, the Acting Judicial Commissioner for Guzerat, in the course of his approaching circuit to Goolka and Gogo, and that gentleman has accordingly been instructed to visit Rajcote, for the purpose of inquiring (but not in his character of Judicial Commissioner), into the charge

No. 4,

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No. 4, as well as into any other fresh charges which may have come to your knowledge, and which you may be prepared to prosecute.

7. Mr. Giberne will be requested to report to Government (informing you of the same) the date on which he will be able to be at Rajcote for the purpose of conducting this inquiry, that Chotumlall may be directed to be there in time, and in readiness to defend himself on the charge in question; and you are requested to be there, prepared with any fresh charges which you may have to bring forward against that individual, giving him immediate notice thereof, that he may be prepared to defend himself.

8. For the purpose of aiding Mr. Giberne in this inquiry, you are requested to give that officer, on his arrival at Rajcote, free access to the records in your office connected with the case of Chotumlall.

I have, &c.

Bombay Castle,
25 November 1838.

(signed) *J. P. Willoughby*,
Secretary to Government.

No. 5794.

From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to *G. Giberne*, Esq., Acting Judicial Commissioner for Guzerat and Konkan.

Sir,

I am directed by the Honourable the Governor in Council to transmit to you copies of the documents noted in the margin*, regarding the dismissal from the public service of Chotumlall Bappabhoye, late native agent of the Rajcote agency, for corrupt conduct in the performance of his duties, and to inform you that it now appears from the Report of Mr. Erskine, the Political Agent in Kattewar, dated the 28th September last, this individual was not present when the fourth charge against him was investigated; Government therefore considers that he is entitled to a rehearing on the charge in question.

* *See* below.

2. The Governor in Council has therefore been pleased to appoint you to re-investigate the charge above mentioned, and to inquire into any other fresh charges which may be brought forward against Chotumlall by Mr. Erskine.

3. I am desired to request that you will accordingly, in the course of your approaching circuit to Dhoolka and Gogo, visit Rajcote, for the purpose of instituting an inquiry (but not in your character of Judicial Commissioner) into the charge or charges above alluded to, reporting the result to Government.

4. Mr. Erskine has been instructed to give you free access to the records of his office connected with Chotumlall's case.

5. In conclusion, I am instructed to request that you will, as early as convenient, report to Government (informing Mr. Erskine of the same) the date on which you will be able to be at Rajcote, that Chotumlall may be directed to be there in time, and in readiness to defend himself on the charge No. 4, and to inform you that that officer has been desired to be there, prepared with any fresh charges which he may have to bring forward against that individual, giving him timely notice thereof, that he may be prepared to defend himself.

I have, &c.,

Bombay Castle,
25 November 1838.

(signed) *J. P. Willoughby*,
Secretary to Government.

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* 1. Petition from Chotumlall, dated 17 January 1838.
2. To the Political Agent in Katteewar, dated 10 March.
3. Petition from Chotumlall, dated 25 May 1838.
4. To the Political Agent in Kattewar, dated 26 June.
5. Petition from Chotumlall, dated 10 October 1838.
6. From the Political Agent in Katteewar, dated 28 September 1838.
7. To the Political Agent in Kattewar, dated 25 November 1838.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 5795.

From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to *Chotumlall Bappa Bhyee*, late Native Agent of the Rajcote Agency.

In reply to your petition, dated the 10th ultimo, regarding your recent dismissal from the public service, and praying that your conduct may be re-investigated, I am directed by the Honourable the Governor in Council to signify to you, that as it appears that when the 4th charge against you was gone into, you were not present to defend yourself, Mr. Giberne, the Acting Judicial Commissioner for Guzerat, has been instructed in the course of his approaching circuit to Doolka and Gogo, to visit Rajkote, for the purpose of re-investigating the charge in question.

2. You will shortly be informed of the date when Mr. Giberne will be able to be at Rajkote, in order that you may be there in time, and in readiness to defend yourself.

By order, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle,
25 November 1838.

Extract Bombay Political Consultation, 16 January 1839.

No. 199.

From *G. Giberne*, Esq., Officiating Judicial Commissioner, to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Sir,

In reference to your communication of the 25th ultimo, directing me to visit Rajcote for the purpose of instituting an inquiry into certain charges which may be brought against Chotum Lall by Mr. Erskine, and directing me to report to Government the date on which I shall be able to be there, I have the honour to state, for the information of the Honourable the Governor in Council, that I should hope to be at Rajcote about the 20th of February, and I would respectfully beg that instructions may be issued to the Political Agent to cause the attendance of the parties, and ensure the complete preparation of the case on or before the above date.

Should any unforeseen duties cause any delay in my expected movements, I shall, of course, communicate the same to the Political Agent.

I would further beg to suggest that I may be authorised, under Act No. VI. of 1838, to administer the usual oath to the witnesses who may be brought before me on the inquiry directed by your letter under reply.

I have, &c.
(signed) *G. Giberne*,
Officiating Judicial Commissioner.

On Circuit, Tannah, 10 December 1838.

No. 200.

From *J. P. Willoughby*, Esq., Secretary to Government, to the Political Agent in Kattewar.

Sir,

With reference to my letter, dated the 25th November last, No. 2292, I am directed by the Honourable the Governor in Council to transmit to you copy of a communication from the officiating Judicial Commissioner for Guzerat, dated the 10th ultimo, and to request that you will be pleased to hold everything in readiness for Mr. Giberne to proceed with the investigation into the charges against Chotum Lall, alluded to in my letter above quoted, and to cause all parties concerned to be duly in attendance by the 20th proximo, the date fixed by that officer for commencing the inquiry in question.

2. Chotum Lall has been informed that he should be in readiness at Rajcote by the 20th proximo, to answer to such charges as may be preferred against him.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 10 January 1839.

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No. 201.

From *J. P. Willoughby*, Esq., Secretary to Government, to the Officiating Judicial Commissioner for Guzerat.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 10th ultimo, and to transmit, for your information, copy of my communication of this date to the Political Agent in Kattewar, directing that officer to hold everything in readiness by the 20th proximo, to enable you to proceed with the investigation in Chotum Lall's case on your arrival at Rajcote.

2. With reference to the suggestion contained in the last para. of your letter, the Governor in Council is pleased to authorise you, under Act No. VI. of 1838, to administer the usual oath to such witness as may be brought before you on the inquiry in question.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 10 January 1839.

No 202.

From *J. P. Willoughby*, Esq., Secretary to Government, to *Chotum Lall Bappoobhaee*, late Native Agent of the Rajcote Agency.

Sir,

WITH reference to the second para. of my letter, dated the 25th November last, I am directed by the Honourable the Governor in Council to inform you that the 20th proximo is the date fixed for Mr. Giberne, the Acting Judicial Commissioner for Guzerat, to commence the investigation into your case at Rajcote, and you are accordingly required to be in readiness at that place by that date, to answer to such charges as may be preferred against you.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 10 January 1839.

Extract Bombay Political Consultation, 29 May 1839.

No. 2370.

From *G. Giberne*, Esq., Officiating Judicial Commissioner, to *J. P. Willoughby*, Esq., Secretary to Government.

Sir,

1. I HAVE the honour to report, for the information of the Honourable the Governor in Council, that in pursuance of the instructions contained in your letter of the 25th of November last, I proceeded to Rajkote for the purpose of re-investigating the charge against Chotum Lall, referred to in your letter, and to inquire into any other fresh charges which might be brought forward against Chotum Lall by Mr. Erskine.

2. I arrived here on the 19th ultimo, and regretted to find that the Political Agent was absent on duty, and that no instructions had been left with his assistant. I therefore immediately addressed Mr. Erskine on the subject; and his reply, dated the 24th ultimo, stated that he had no intention of bringing forward any other charge against Chotum Lall but the one directed by Government, viz., his having accepted a present of money from a person who had been concerned in the Monjpoor robbery, whilst that person was undergoing examination before the Political Agent on this very charge, which was afterwards proved on oath before the Court of Criminal Justice for this province; that the witnesses for the prosecution were two, one of whom, Jafferbhaee, was at Rajkote, and the other, Sewys Patell, might be expected to attend in a day or two.

3. This witness arrived on the evening of the 3d instant; and, considering the long notice given to the Political Agent to have all the witnesses in attendance, the arrangements adopted must have been most incomplete, or the instructions of Government must have been neglected.

4. The

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4. The result of my inquiries is contained in the accompanying proceedings, from which the Honourable the Governor in Council will observe that I do not consider the charge proved, and which I have notified to Chotum Lall, telling him that the proceedings would be forwarded to Government.

I have, &c.
(signed) *G. Giberne,*
Rajcote, 5 March 1839. Officiating Judicial Commissioner.

PROCEEDINGS held before *George Giberne*, Esq., in a Court of Inquiry at Rajcote, as directed by Government, in its Secretary's Letter of the 25th of November 1838.

Monday, 4 March 1839.

Two letters from Mr. Secretary Willoughby, dated 25th of November 1838, and the 10th of January 1839, are read and recorded.

Nos. 1 and 2.

Chotum Lall Bappabhyee, late native agent of the Rajcote Agency, is present, and is charged with having received about the sum of 300 rupees more or less, as a bribe to conceal his knowledge, or assist in preventing the detection of the parties concerned in a very serious and extensive robbery, which was committed in the year 1832, at a place called Monjpoor, in the Dussara Talooka, Katteewar, on or about the period when Captain Lang was at Gondull, investigating the case, on or about the month of July or August 1832, corresponding with Shawon or Bhadurwa Sunvut 1888, at the above-mentioned place, Gondull.

Chotum Lall is asked whether he is guilty or not guilty. He pleads "Not guilty."

Sewye Purbhut, caste Coole, resident in the village of Panwa, Dussara Talooka, profession cultivator, patell, aged 55 years, is called, and duly sworn, and admonished; his deposition is taken, and recorded No. 3.

Knows the defendant, Chottum Laull, who is present. For the purpose of concealing the robbery at Monjpoor, when Captain Lang came to inquire into it, witness and Hurrybhaee, and Jafferbye, went to Chotum Lall, who was living in a tent outside Gondull. Witness gave a bag, containing 800 rupees, to Hurreebhye, about dark in the evening, and accompanied him with them to Chotum Lall. Jafferbye was present when the bag was given to Hurreebhye; the money was not counted. It was at Ooda Shet's house where Hurreebhye came to call him to give the money; he (witness) took the bag with him, and outside the town he gave the bag to Hurreebhyee, who took it in to the tent, and put it under Chotum Lall's leg. Chotum Lall was reading a paper, and looked up; said nothing; no other person was in the tent; about seven or eight sepoys were outside, about 10 or 12 guz distant. Witness did not go in, but looked in; saw Hurrybhaee put the bag of money under Chotum Lall's leg. Hurreebhaee said nothing, and only remained sufficiently long to put the bag of rupees down, and came out. Witness gave the bag to Hurreebhyee outside the town, about 100 paces from the tent. Hurreebhyee told witness at Jaitpoor, about a month previous, that he would settle the business. Witness never spoke himself to Chotum Lall on the subject. Hurrybhyee and Chotum Lall are relations.

Twenty days after the delivery of the above rupees came to Rajcote; Jafferbhyee and he (witness) went to Chotum Lall; he (witness) carried 200 rupees in a bag; Jafferbhyee offered this to Chotumlaul, which he (witness) saw; he was eight or ten paces distant; Chotum Lall refused it, and said, give it to him with whom arrangement has been made, and to be under no alarm or fears; that day witness gave the money to Hurreebhyee; no one was present; Hurrybhaye was a sircar's carcoon, in charge of the Dussara talooka. When the money was given to Chotum Lall in the tent, the night was dark; no moon; it was the rainy season, but it did not rain; there was mud.

Witness has had his deposition taken three times, and he formerly said 800 rupees was given at Gondulnote. This is not true; in the former deposition he gave, 500 or 600 were stated.

Question by *Defendant.*] Captain Lang inquired into the case of the Dussara robbery; the carcoons in attendance were Madoo Lall, Rao Shaib Chotoumllaul, Hurreebhyee Metha; about 2,300 rupees were brought by me to Gondull from Dussara; spent in different ways.

By the *Court.*] Hurreebhye put the bag of money under the right leg of Chottum Lall when the latter was sitting in his tent.

Defendant declines putting any further question; the witness withdraws.

Jafferbye Achookjee, a Mussulman, resident in Dussara, aged 55 years, agent (Karbaree), is called, and duly sworn, and admonished; his deposition is taken, and recorded No. 4, the substance of which is, that about six or seven years ago a gang robbery occurred at Monjpoor, a moshul was sent on; Dussara and Patell Sewye, came to Rajcote, and witness taxed him with the folly of his act, and that he would lose the country. Sewye said that he had settled the business with Hurreebhye Mettra, and therefore not to be afraid; that same year went to Joonaghur with Captain Lang's suwarree; there Hurreebhae said to Sewya Patell in witness's presence, that some money must be given to Chot-

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tumlal, and then his business would be settled, otherwise it would not; Hurmbhoye settled that 1,000 rupees should be then given; Patell Sewye gave 300 rupees to Humbhan; witness saw them; they were Ahmedabad siccas, taken out of a bag, and Hurreebhye fastened them in his cloth; did not see the money given to Chottumlaul. Then the suwarree all came to Gondull the same year in the rains; Hurrabhye then threatened if the money was not paid no arrangement would be made, and 300 rupees was given by Patell Sewye to Umrutlall at Gondull; witness was present; the Patell counted the money to Hurreebhyee, and Hurrabhye counted it to Umrutloul; Hurreebhye told him to give the money to Umrutloul; a few days after this Hurreebhyee came to him (witness), and the patell, and required the latter to give some more money, and the patell said he would go with Hurreebhye, so they went, and witness also; Patell Sewye gave the bag of money to Hurreebhye in the house of Oodhowsett, the sum was 350 rupees which was counted, they were siccas; witness saw them; they then went outside the town to Chotum Lall's tent, and Hurreebhyee went in; he (witness) staid outside; he did not see whether Hurreebhye gave the money or not, he was 20 or 25 paces off; whether the Patell Sewye saw the money given or not cannot say; but he was nearer the tent eight or ten paces; saw Chottum Lall in the tent; when they went the night was moonlight; about a month afterwards came to Rajcote, and there, in company with Patell Sewye, who took 500 rupees, went to Chotum Laul, and there the patell gave him (witness) the money to give to Chottumlaul, but he would not take it; he said, give it to him who has settled the business; before this Hurreebhye had asked for the money, but Pall Sewye said he would misappropriate it, and that he would give it himself; after our return home we called Hurreebhye, and gave the whole sum to him; and two days after this 200 rupees more was given to Hurreebyee, all this was for Chotum Lall; and again, two or three days after this, 200 rupees were given to Hurrebhyee, who still required him to give more, and to send it by hoondee; whether it was so or not cannot say; heard that Patell Sewyee was a principal in the gang robbery.

Question by the *Court.*] How many rupees were taken to Chotumlall, at Gondul, by witness, Hurreebhye and Sewye?—*Answer.* 400 rupees; it was the period of the rains, though the rain did not fall at the time; there was no mud; never spoke of the business to Chotum Lall; always spoke to Hurreebhye.

Defendant declines asking any questions; witness withdraws.

The evidence for the prosecution is here closed, and the defendant is called upon for his defence.

He states that the whole of the evidence is false, and that the comparison of the present with the former depositions will establish the fact, that he had nothing to do in the investigation of the case before Captain Lang. He begs to ask a few more questions to the first witness.

Patell Sewye is therefore again called; he says 4,250 rupees were brought from Dussara, the first time 2,300 rupees; then 1,500 rupees, another time 400 rupees, and another time 175 rupees; the total 4,300 or 4,400 rupees.

By the *Court.*] In your former deposition you said that 500 or 600 rupees were given through Hurreebhye to Chotum Lall; this day you have said 800 rupees were given; which is true?—

Witness gives no answer.

By the *Court.*] In your former deposition you said the rupees were placed under Chotum Lall's left leg, and now you say they were placed under his right leg?—

Witness gives no answer.

The case is here closed, and the Court proceeds to record a few remarks.

As this is an extra-judicial inquiry it is not considered necessary to record the former deposition of the witnesses, as they have already been forwarded to Government by the Political Agent; the Court has, nevertheless, taken advantage of the same on record in the Political Agent's office to compare the depositions this day given with those on former occasions; in reference to the charge this day inquired into, there are considerable discrepancies between them, and of an important nature, the amount of the bribe said to be offered to Chotum Lall, through Hurreebhyee, at Gondull, was stated by Patell Sewyee in his former depositions to have been 400 or 500 rupees; this day he states it to have been 800 rupees. Jafferbhye in his former depositions makes the sum given at Gondull 200 rupees; this day he first said it was 350 rupees, and subsequently, when the question was repeated, towards the close of the examination he made it 400 rupees. Patell Sewye in his former depositions stated that the money was placed by Hurreebhye under Chotum Lall's left leg; this day he says it was placed under the right leg; this may not be very material, but that which is very material is the variety shown in the depositions of the only two witnesses produced this day. Patell Sewye declares the amount taken to Chottum Lall by Hurreebhye was not counted; he makes it 800 rupees; Jafferbye says he saw it counted, and it was 350 rupees, and afterwards says it was 400 rupees. Patell Sewye says it was a dark night, no moon when this sum was taken; Jafferbye says it was moonlight. To go yet further; even supposing the sum given was established, that the particulars agreed in every respect, what does it amount to, but that Chotumlaul was reading, Hurreebhye went into the tent and placed the money before him, no words were spoken; here there is a wide field for conjecture, and who can say whether Chotumlall

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merely received the sum as a deposit from Hurrybhoy, or on any other account; his guilt cannot implicate Chotumlall.

The person Hurrybhye, whose name is so frequently mentioned in the depositions, it appears from the records of the Political Agent's office, was tried and convicted for having participated in an extensive plunder obtained by violence and bloodshed, by a gang of robbers, and was sentenced to be imprisoned for seven years; his evidence in corroboration of the facts stated by the witnesses, Sewyee Patell and Jafferbye, is unnecessary, as on the trial he denied these facts, though he afterwards offered to make some disclosures, if pardoned.

Lastly, the Court is of opinion that the evidence of Sewye Patell, under any circumstances, should be received with great caution; he himself was one of the leaders of the gang, and hence his character may be estimated; his feelings may also be considered enlisted in the cause, for he was drained of his ill-gotton wealth by Hurreebhye, under the representations made by that consummate offender, and he may have been too ready to believe what he was anxious to accomplish, and equally ready to assist in endeavouring to convict those to whom he would attribute the loss of large sums paid in fruitless bribes.

The opinion of the Court is, that the charge is not proved against Chotumlall, and he is told that a report to that effect will be made to Government.

The Court is dissolved, as it appears from the Political Agent's letter, dated the 24th ultimo, that he has no intention of bringing forward any other charge.

Rajcote, 4 March 1839. (signed) *G. Giberne.*

No. 2371.

MINUTE by the Honourable the Governor.

THIS is a re-hearing of the fourth charge treated of in the Right honourable the late Governor's Minute of 2d October 1837, and in mine of 15th October.

I have in those former proceedings recorded my opinion of the cases brought forward against Chotum Lall, and beg to await the opinion of Mr. Anderson.

23 March 1839. (signed) *J. Farish.*

No. 2372.

MINUTE by the Honourable Mr. *Anderson.*

THE authority trying Chotum Lall on this, the fourth charge, not thinking him guilty of it, I do not see any just ground for our not coming to the same conclusion. So far, therefore, as concerns this charge, Chotum Lal should be released from it. On all the other charges against Chotum Lal, he was, though subject to some strong suspicion, equally acquitted. I, therefore, think that the sentence against Chotum Lal should thus far be modified, that though it is on many accounts inexpedient that he should return to his office in Kattywar, yet that he may be employed in any other situation of the Government in any other part of its territories, and he and the Political Agent be so informed.

Mr. Erskine should be informed that Government disapproves of his having left Rajcote without leaving instructions for the conduct of this trial, as noticed by Mr. Giberne in the 2d and 3d paras. of his letter.

It does not appear anywhere that I can recollect, why Mr. Erskine left Rajkote at this time. He ought to have had good reason for doing so.

It may be stated as rather strange to Mr. Erskine, that after having written so strongly of the extent of Chotumlal's bribery and corruption, that he has been unable to establish perfectly one single instance against him, and that he was not prepared with other charges against him beyond the fourth, which he himself tried, but which before another tribunal has failed.

(signed) *G. W. Anderson.*
10 April 1839. *J. Farish.*

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No. 2373.

From *J. P. Willoughby*, Esq., Secretary to Government, to *James Erskine*, Esq., Political Agent in Katteewar.

Sir,

1. WITH reference to the correspondence noted in the margin,* I am desired by the Honourable the Governor in Council to transmit to you copy of a letter from Mr. Giberne, Officiating Judicial Commissioner for Guzerat, dated the 5th March last, forwarding his proceedings in the re-investigation of the fourth charge against Chottum Lall Bappabhye, late native agent to the Rajkote Agency.

2. In forwarding these documents, I am directed to inform you that the Governor in Council concurs in opinion with Mr. Giberne, that Chottum Lall is not guilty of the charge above-mentioned, and is pleased to acquit that individual of the same accordingly.

3. I am at the same time directed to observe, that as on all the other charges against Chotum Lall, he was, though subject to strong suspicions, nevertheless acquitted, the sentence against that individual should be annulled; and although it is on many accounts inexpedient that he should be reinstated in his late office in Katteewar, yet he may be employed in any other situation under Government in any other part of its territories.

4. The Governor in Council considers it rather strange that, after having written to Government so strongly of the extent of Chottum Lall's corruption and bribery, you have been unable to establish perfectly one single instance against him, and that you were not prepared to bring forward any other charges beyond the fourth, which you had yourself investigated, but which has now before another tribunal failed.

5. With reference to the 2d and 3d paras. of Mr. Giberne's letter, I am instructed to inform you that, in the opinion of Government, you ought not to have left Rajkote without furnishing instructions for conducting this investigation, and that indeed, as far as at present advised, the Government does not find any reason why you should have absented yourself from your station at the time. It was, in fact, an occasion when, considering the nature of the case under investigation, you should rather have made a point of being present.

6. Chottum Lall has been informed to the effect of the 2d and 3d paras. of this communication.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 22 May 1839.

* 1. To the First Assistant in Charge of the Agency in Katteewar, dated 10 March 1838.
2. To the Political Agent in Katteewar, dated 26 June 1838.
3. From ditto, dated 28 Sept. 1838.
4. Reply to, dated 25 Nov. 1838.

No. 2374.

From *J. P. Willoughby*, Esq., Secretary to Government, to *Chotum Lall Bappabhyee*, late Native Agent of the Rajkote Agency.

1. WITH reference to my letter, dated the 25th November last, I am directed to signify to you, that Mr. Giberne, the Officiating Judicial Commissioner for Guzerat, has forwarded to Government the proceedings held by him in the investigation of the fourth charge preferred against you by the Political Agent in Kattywar, and that as it appears from them that it has not been proved, the Honourable the Governor in Council is pleased to acquit you of the same.

2. I am further desired to apprise you that, on all the other charges against you, you were, though subject to strong suspicions, nevertheless acquitted, and that the Governor in Council is therefore pleased to annul the sentence against you, so far as to permit your being employed in any situation under the British Government in any other part of its territories; but it is deemed inexpedient to reinstate you in your late office in Katteewar.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 22 May 1839.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 2375.

From *J. P. Willoughby*, Esq., Secretary to Government, to *G. Giberne*, Esq., Officiating Judicial Commissioner for Guzerat.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 5th March last, forwarding the proceedings held by you in the re-investigation of the fourth charge against Chottum Lall Bappahbye, the late native agent to the Rajkote Agency.

2. In reply, I am desired to inform you that Government, concurring with you in opinion that the above-mentioned charge against Chottum Lall has not been proved, has been pleased to acquit that individual of the same.

3. The Political Agent in Katteewar and Chottum Lall have been informed accordingly.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 22 May 1839.

Extract Bombay Political Consultation, 12 June 1839.

No. 2867.

From *J. Erskine*, Esq., Political Agent, to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Sir,

INTENDING to submit for the consideration and sanction of the Honourable the Governor in Council a plan for the revision of this establishment, consequent on the dismissal of the late native agent, Chottum Lall Bapabhye, may I request the favour of being informed of the final decision of Government in the case of this individual with reference to the late re-investigation by Mr. Giberne, the Visiting Judicial Commissioner for Guzerat, of one of the charges on which his dismissal was formerly authorised.

I have, &c.
(signed) *J. Erskine*,
Political Agent.

Katteeawar Political Agents' Office,
Rajcote, 25 May 1839.

No. 2868.

MINUTE by the Honourable the Governor, subscribed to by the Board.

THE decision in this case has intermediately been communicated to Mr. Erskine, and this may therefore be recorded.

(signed) *J. R. Carnac.*
J. Farish.
G. W. Anderson.

Extract Bombay Political Consultation, 23 October 1839.

No. 4519.

SUBSTANCE of a Petition from *Mehta Chotumlall Bappabhoy*, Inhabitant of Ahmedabad, to the Honourable the Governor in Council; dated 18th, and received 24th June 1839.

SINCE my last petition to Government, of the 9th June 1839, it has come to my knowledge that the Political Agent of Katteewar has posted a proclamation in his kutcherry regarding me, as well as in several other places, copy of which I beg to enclose herewith for your Honour's information.

With regard to this, I beg to remark that, in the order which has been issued to me, under date the 22d May last, it is stated that all the charges and suspicions against me have been discarded, and that the former decision has been rescinded. In the face of such an intimation, I am quite surprised to see the above proclamation. The Political Agent has practised every kind of injustice towards me, and does not still cease to do so; but it is not proper for me to dwell upon that subject.

Removal of Chotum Lall, Native Agent in Kattywar.

After the return of the Judicial Commissioner for Bombay, after having investigated my case, I resided at Rajcote for some days, when the Political Agent induced the Raja, by sending sepoys repeatedly to him, to expel me from that place. These proceedings, which betray jealousy and a motive of doing wrong, I have thought it necessary to bring to the notice of Government, who will, I trust, take the above circumstances into consideration.

(signed) *W. S. Boyd,*
Acting Secretary to Government.

TRANSLATION of the Proclamation alluded to in the foregoing Petition.

JAMES ERSKINE, Esq., Political Agent in Katyawar, on the part of the Honourable Company, proclaims, for general information, that Mehta Chotumlall Bappobhoy, who held the office of Native Agent on this establishment, has been dismissed from this department, under an order from Government, dated May.

(signed) *W. S. Boyd,*
Acting Secretary to Government.

Rajcote, 3 June 1839.

No. 4520.

MINUTE by the Honourable the Governor, subscribed to by the Board.

IF this representation be correct, the proclamation, such as is here handed up, was unusual and unauthorised, and calculated, as far as possible, to nullify the acquittal of Chottum Lall.

That in the first place, this should be referred to the assistant in charge of the Political Agency for his report.

(signed) *J. R. Carnac.*
J. Farish.
G. W. Anderson.

1 October 1839.

No. 4521.

From *L. R. Reid*, Esq., Acting Chief Secretary to Government, to the Assistant Political Agent in Charge, Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you translation of a petition from Mehta Chotum Lall Bappabhoy, dated the 18th June last, and to request that you will be pleased to furnish Government with your report on the points therein adverted to.

I have, &c.
(signed) *L. R. Reid,*
Acting Chief Secretary to Government.

Bombay Castle, 11 October 1839.

No. 4522.

SUBSTANCE of a Petition from *Chotum Lall Bappabhoy*, Inhabitant of Ahmedabad, to the Honourable the Governor in Council; dated 9th, and received 15th June 1839.

I RECEIVED an order written by Mr. Willoughby, under the directions of Government, dated the 22d May 1839; in which it is stated, that on a report from Mr. Giberne of his investigation of the 4th charge preferred against me by the Political Agent in Katteewar, and the suspicions entertained with regard to other matters, Government has been pleased, from a regard to justice, to nullify the charge, and suspicions, and to revoke the former decision. It is, however, stated in the above order, that Government cannot reinstate me in my former situation in Kattyawar. This point rests with the pleasure of Government, by which I must abide; I, however, beg to request that Government will be kind enough to confer upon me some other situation suitable to me.

The

Removal of Chotum Lall, Native Agent in Kattywar.

The order for my suspension was issued on the 27th July 1836; from which date up to this time I have not received my pay, the amount of which has been held in deposit in the Treasury, until the removal of the suspicions against me. As these suspicions have now been cleared up, I beg to submit that the amount of my salary should be paid to me. At the same time I request that Government will inform me whence I should receive my salary in future.

(signed) *W. S. Boyd,*
Acting Sec. to Govt.

No. 4523.

Minute by the Honourable Mr. *Farish*, concurred in by the Honourable Mr. *Anderson.*

The circumstances of Chotum Lall's case are such as to have rendered it necessary that he should be removed from his situation in the office of the Political Agent at Rajkote; and having incurred this disqualification, and been properly removed from his situation in that office, he can have no claim to salary or pay until he obtains another situation.

The circumstances of the case may be communicated to the Revenue Commissioner, with intimation that Government would be glad to find that Chotum Lall could be employed as commavisdar, or in some other similar office in Guzerat; an arrangement which might the more readily be effected if a suitable person for the office of native agent in Kattewar could be selected from among the native officers in revenue employ in that province. Captain Lang's situation may give him opportunities of ascertaining this, and the arrangement might be effected by Captain Jacob placing himself in communication with that officer and Mr. Vibart.

(signed) *J. Farish,*
1 October 1839. *G. W. Anderson.*

No. 4524.

From *L. R. Reid,* Esq., Acting Chief Secretary to Government, to Captain *Lepaud Jacob,* Acting First Assistant in Charge, Katteewar.

Sir,

I am directed by the Honourable the Governor in Council to forward to you translation of a petition from Chotum Lall Bappabhoy, dated the 9th June last, and with reference to the concluding part of the first paragraph thereof, to request that you will be pleased to communicate the circumstances of Chotum Lall's case to the Revenue Commissioner, with an intimation that Government would be glad if employment could be found for him as commavisdar, or in some other similar office in Guzerat; an arrangement which it appears to the Governor in Council might the more readily be effected if a suitable person for the office of native agent in Katteewar could be selected from among the native officers in revenue employ in that province.

2. As Captain Lang's situation of Acting Political Agent in the Mahee Caunta, may afford that officer opportunities of ascertaining this circumstance, the Governor in Council authorises your communicating with him on the subject, in concert with the Revenue Commissioner.

I have, &c.
Bombay Castle, (signed) *L. R. Reid,*
17 October 1839. Acting Chief Sec. to Govt.

No. 4525.

Resolution of Government in the Political Department; dated 17 October 1839.

With reference to the translation of a petition from Chotum Lall Bappabhoy, dated the 9th June last, Ordered that he be informed, through the Persian Department, that the circumstances of his case are such as to have rendered it necessary that he should be removed from his situation in the office of the Political Agent at Rajcote, and that, having incurred this disqualification, and been properly removed from employment in that office, he can have no claim to salary or pay until he obtains another situation.

With

Removal of Chotum Lall, Native Agent in Kattywar.

With reference to Chotum Lall's request that Government will confer upon him some other situation, Ordered, that he be referred to Captain Jacob, the officer in charge of the Rajcote Agency, who has been addressed by Government on the subject.

(signed) *L. R. Reid*,
Acting Chief Sec. to Govt.

Extract Bombay Political Consultation, 31 December 1839.

No. 5485.

From Captain *G. L. Jacob*, Assistant Political Agent in Charge, to *W. S. Boyd*, Esq., Acting Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge your letter, No. 1760, of 17th October, forwarding copy of a petition of the late native agent Chotum Lall, complaining of a proclamation issued regarding him by Mr. Erskine, as also of his ejectment from the town of Rajkote at the desire of that gentleman, and in reply beg to state that a proclamation similar to that mentioned in the petition is now appended in the Political Agent's kutcherry, and is marked in the Duftur as having been transmitted to a few of the chief talookdars. Touching the second item of complaint, I beg to annex translate of a reply of the Rajkote chief to my call on him for information.

I have, &c.
(signed) *G. L. Jacob*,
Assistant Political Agent in Charge.

Head Quarters,
Katteewar Political Agency, Juria,
7 November 1839.

SUBSTANCE of a Letter from the Chief of Rajkote to Captain *Jacob*, dated Assoo and 14 S. 1895 (A.D. 5 November 1839).

AFTER compliments and recapitulation of Captain Jacob's letter. This year on Chuetr Sood 8 (A. D. 22 March 1839,) Mr. Erskine's peon came to me, directing me to send my chief karbharee, on which I sent Mehta Unoop Ram Makur and Jemadar Fazil, who proceeded to the Political Agent's bungalow, and there were asked by Mr. Erskine why I kept Chotum Lall in my town after he had been dismissed by Government, and desired that he might be sent away. My people stated difficulties as to the ejection of a person in the service of Government, but Mr. Erskine replied that he was not in the service of Government, and that I was to dismiss him. My people returned to inform me of this conversation, and at that time Mr. Erskine's peon Hussan came to me with a message to inquire why I should keep a person in my town who had been dismissed by Government, and stated that he was desired to say that if I wished to preserve Mr. Erskine's friendship, I should turn Chotum Lall out of the town to-morrow by the latest. I replied I would do so accordingly, but I was much grieved and perplexed as to the manner in which I should execute the unpleasant task of turning a person of consequence and a Government servant out of my town; at last I hit upon the expedient of sending my karbharees to a relation of Chotum Lall's to communicate what had passed; a reply was received that he would depart in three or four days. Next morning Peon Hussan came again to me, asking what reply he was to convey to Mr. Erskine, as to Chotum Lall's departure. I seated the peon whilst I sent my karbharees to Chotum Lall, to ask what reply I was to give as to the period of his departure, as an answer was required of me. Chotum Lall replied that he would leave on the morrow, but that if Mr. Erskine was urgent he would depart at once. On this I deputed my karbharees to the Political Agent to inquire; in the meantime Chotum Lall took his departure. This was communicated to Mr. Erskine, who replied you have done well. I had nothing to do myself with his ejectment.

Signed as usual, by the Thakor.

(True translation.)
(signed) *G. L. Jacob*,
Assistant Political Agent in Charge.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 5486.

From *J. P. Willoughby*, Esq., Secretary to Government, to *D. A. Blane*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of Captain Jacob's letter, dated the 7th ultimo, reporting on a petition from Chotum Lall Bappabhoy, complaining of a proclamation issued regarding him by Mr. Erskine, and of his ejectment from Rajkote, by the order of that gentleman.

2. In reply, I am desired to inform you that in the opinion of the Governor in Council, this unauthorised proclamation is very improper, and calculated, as far as possible, to nullify the acquittal of that individual by Government.

3. You will be pleased, immediately on the receipt of this communication, to cause the proclamation in question to be taken down from the Political Agent's kutchery.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 30 December 1839.

No. 5487.

RESOLUTION.

WITH reference to the translation of a petition from Chottum Lall Bappobaee, dated the 18th June last, Ordered, that the petitioner be informed from the Persian Department, that the Political Agent in Katteewar has been instructed to cause the proclamation issued without authority by Mr. Erskine, regarding him (the petitioner) to be taken down from the kutchery.

(signed) *J. P. Willoughby*,
Secretary to Government.

Extract Bombay Political Consultation, 23 October 1839.

No. 4583.

From *G. L. Jacob*, Esquire, Assistant Political Agent in Charge, to *L. R. Reid*, Esquire, Acting Chief Secretary to Government, Bombay.

Sir,

1. I FEEL it my duty to bring to the notice of the Honourable the Governor in Council the urgent necessity of a speedy revision of the establishment of this agency, which is at present such as to render it impossible to prevent arrears accumulating beyond hope of adjustment.

2. The most effective members of the native establishment, corruption unhappily in this country too often keeping pace with talent, have been long since removed; the situation of native agent has been vacant for three years, that of the next most competent karkoon for one and a half; and I regret to say, from among all that are left, there is not one man, except the mehta now attached to Captain Aston, named Bhugwan Lal, for some years Captain Lang's chief karkoon, who is qualified by intelligence, memory, and general knowledge of the country, as a successor to Chotum Lal. The sheristadar, head jubtee, karkoon, and treasurer, are each effective in their departments, the rest (I am writing only of the native establishment) scarcely average mediocrity.

3. A brief summary of the vast amount of business in this agency will, at one glance, convince the Honourable Board of the propriety of appealing to it on the present occasion. In the Judicial Department there are 122 prisoners waiting disposal. I need not allude to the volumes this short para. will be the parent of.—In the Jubtee branch 28 talookas, 5 purgunnahs, and 78 separate villages under control of the agency.—In the Financial Department the arrears due to the Honourable Company, from their Highnesses the Guikwar and Nuwab's Governments, of *Rs.* 12,62,661. 10 *a.* 9 *p.* from every talooka in the province; besides which *Rs.* 5,46,059. 12 *a.* are due to Hamsedars for past tribute under British guarantee, the recovering of which, as far as concerns the welfare of the province, is even more urgent, the nature of the debt precluding option

Removal of Chotum Lall, Native Agent in Kattywar.

option of remission, and its interest ruining the debtor. I do not in this amount, of course, include the heavy sum claimed by the Soondurjee family from the Jamunder arbitration, neither are the guaranteed debts of the Gondul state given; this state, with some others, is on the verge of bankruptcy.

4. In the civil and political branch here designated Moolkee, there are now on the register 1,274 suits unadjusted, many of these cases being of as complicated nature as ever came before a court of civil law, and though the mode of ultimate adjustment of course differs, yet the inquiry necessary to secure that adjustment is as needful, and the settlement by procrastination of one or both parties often rendered more complicated, than when a simple verdict clears the roll and the judge's breast; at the same time it is evident, that unless the parties who seek the interference of this agency can be induced to entertain some hope of a termination of their cause, they will gradually fall back upon their ancient means of obtaining redress by taking the law into their own hands; hitherto it has been the certainty of obtaining redress for real grievances, more than the terrors of our military operations or of judicial procedure, that has brought this large province to its present state of tranquillity.

5. Mr. Gillies, the head accountant and an able man, has for some time given such assistance to Mr. Erskine, in the native department, as in a measure to supply the place of a native agent, but this individual having proceeded to Bombay with the Political Agent, the deficiency of the establishment presses itself upon me with greater force. I am given to understand that Mr. Gillies is desirous of obtaining employment in Bombay; should he succeed, may I solicit the early appointment of an effective substitute, or otherwise an order for his speedy return to his duties,

6. The want of assistance is particularly felt just now, when sickness is so rife, that during this month past every clerk in the English department has been laid up with fever, the native portion of the establishment being nearly equally crippled, and myself also suffering under the prevailing epidemic.

7. As the Political Agent's illness, I am informed, is such as to give little prospect of his return to the province for a considerable time, if at all, it becomes a solemn duty that I owe to the Government I serve, to make it acquainted with the fact, that no amount of zeal, assiduity, and labour can, with exerting means, keep the work of the country under.

8. For reasons above stated it is most urgently to be entreated that this establishment should be completed as soon as possible, after all that has passed here. I would respectfully beg to suggest, as some slight checks against corruption, that the title of native agent be abolished. The Agency has been evidently enlarged since this office was first created. The general control of the various distinct departments can be safely vested only in the European agent himself, under whom, therefore, it is politic that each head of department should feel himself directly to be, but a thoroughly efficient dewanee department needs organisation. If it be the pleasure of the Honourable the Governor in Council, I will lose no time in recommending measures for this purpose, but considering my position, I hesitate so doing until I may be favoured with instructions.

I have, &c.
(signed) *G. L. Jacob*,
Assistant Political Agent in Charge.

Katteewar, Political Agent's Office,
Rajkote, 21 September 1839.

No. 4584. MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Farish*.

CAPTAIN JACOB to be informed that provision will shortly be made to supply the vacancy created by the resignation of Mr. Erskine; he will communicate with the new Political Agent, and from the report which he submits of the state

BOMBAY BRANCH ROYAL ASIATIC SOCIETY

Removal of Chotum Lall, Native Agent in Kattywar.

state of the office, Government will be prepared to take the subject into consideration. Captain Jacob has done quite right in reporting the condition in which he has found the department.

(signed) *J. R. Carnac.*
12 October 1839. *James Farish.*

No. 1785 of 1839.

No. 4585.

From *W. S. Boyd*, Esq., Acting Secretary to Government, to Captain *G. L. Jacob*, Esq., Assistant in Charge of the Katteewar Agency at Bhooj, Bombay.

Sir,

1. I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 21st ultimo, No. 233, and to inform you that Mr. Erskine having resigned his situation of Political Agent in Katteewar, provision will shortly be made to supply the vacancy thus created.

2. On the appointment of a new Political Agent you will be pleased to communicate with that officer regarding the condition in which you have found the several departments now in your charge, and on the receipt of that officer's report on the subject, Government will be prepared to take the same into consideration.

3. Mr. Gillies, the head accountant to the Katteewar Agency, has been directed to return forthwith to Rajcote, for the purpose of resuming charge of his situation.

I have, &c.,
Bombay Castle, 17 Oct. 1839. (signed) *W. S. Boyd*,
Acting Secretary to Government.

No. 1784 of 1839.

No. 4586.

From *W. S. Boyd*, Esq., Acting Secretary to Government, to *J. Gillies*, Esq., Head Accountant to the Katteewar Agency, Bombay.

Sir,

As it appears from a communication received from Captain Jacob, Assistant in charge of the Rajcote Agency, that your services are much required by that officer, the Honourable the Governor in Council is pleased to direct that you will forthwith return to Katteewar for the purpose of resuming charge of your situation.

I have, &c.,
Bombay Castle, 17 October 1839. (signed) *W. S. Boyd*,
Acting Secretary to Government.

Extract Bombay Political Consultation, 27 November 1839.

No. 4954.

From *G. L. Jacob*, Esq., Assistant Political Agent in Charge, to *L. R. Reid*, Esq., Acting Chief Secretary to Government, Bombay.

Sir,

1. WITH reference to my letter, No. 233, 21st ultimo, and to the very urgent necessity therein but faintly pourtrayed of more efficient means to carry on the work of this agency, that despair of clearing away the heavy arrears may not tend to the apathy concerning them that helplessness engenders, I do myself the honour to solicit the extension to the Political Department, of the same provision that has been found requisite for the Revenue and Judicial Departments, as notified by the Judges of the Sudder Foujdaree Adawlut in their circular, No. 1523 of 1839, under date 31st August last, viz., that all balances of pay that cannot be claimed by the parties, due for broken periods in consequence of suspension, death, or resignation of public servants, till the appointment of their successor, be authorised to be applied toward entertaining additional karkoons when they may be required.

2. I take

Removal of Chotum Lall, Native Agent in Kattywar.

2. I take this opportunity of stating, that I have filled up the vacancy in the English Department,* in which not all the efficient labour of the head clerk has been able to prevent arrears that draw down on this agency the censure of the Accountant-general and other controlling authority, by a young man of good education and character, and rather superior attainments, and I would humbly beg respectfully to reiterate my hope that Government may be pleased to authorise me to take steps whereby the native establishment may be rescued from its present lamentable state of inefficiency.

I have, &c.
(signed) *G. L. Jacob*,
Assistant Political Agent in Charge.

Head Quarters, Kattewar
Political Agency, Camp Ballacherry,
15 October 1839.

No. 4946.

Minute by the Board.

It is too late to apply the rule in the present instance, as the cases of the persons suspended have been disposed of.

The state of the establishment at Rajcote should be communicated to Mr. Blane, with the recommendation of Government that he should select some one of ability, and in whom he has confidence, for the important situation of his native agent.

For the exact state of his establishment he should refer to his assistant, who should not in the meantime fill up any vacancy.

(signed) *J. R. Carnac.*
James Farish.
G. W. Anderson.

9 November 1839.

No. 1931 of 1839.

No. 4947.

From *L. R. Reid*, Esq., Acting Chief Secretary to Government, to *D. Blane*, Esq., Political Agent in Katteewar, Dhoolia, on route to Bombay.

Sir,

I am directed by the Honourable the Governor in Council to transmit to you copies of two letters from Captain Jacob, Assistant in charge of the Rajcote Agency, dated respectively the 21st September and 15th ultimo, regarding the present inadequate state of the establishment of that agency.

2. In forwarding these documents, I am desired to convey to you the recommendation of Government that you will be pleased to select a person of ability, and in whom you have confidence, for the important situation of native agent to the Rajkote Agency.

3. For the exact state of the establishment of the Rajkote Agency the Governor in Council desires me to refer you to your assistant, Captain Jacob, who has this day been instructed not to fill up any vacancy in the meantime.

4. With reference to 1st para. of Captain Jacob's letter of the 15th ultimo, I am desired to state that it is too late now to apply the rule therein alluded to in the present instance, as the cases of the persons suspended have been disposed of.

I have, &c.
(signed) *L. R. Reid*,
Acting Chief Secretary to Government.

Bombay Castle,
21 November 1839.

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* Caused by the retirement on pension of Damother Heerazee, and the promotion of his son Ragoba to succeed him.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 1932 of 1839.

No. 4948.

From *L. R. Reid*, Esq., Acting Chief Secretary to Government, to Captain *G. L. Jacob*, Esq., Assistant in Charge of the Rajkote Agency, Bombay.

Sir,

In reply to your letter, dated the 15th ultimo, regarding the present inadequate state of the Rajkote Agency, I am directed by the Honourable the Governor in Council to transmit for your information and guidance a copy of my letter of this date to Mr. Blane, the Political Agent.

I have, &c.
Bombay Castle, 21 November 1839. (signed) *L. R. Reid*,
Acting Chief Secretary to Government.

Extract Bombay Political, Consultation, 31 December 1839.

No. 5420.

From *D. Blane*, Esq., Political Agent in Katteewar, to *L. R. Reid*, Esq., Acting Chief Secretary to Government, Bombay.

Sir,

I have the honour to acknowledge the receipt of your letter of the 21st instant, with enclosure on the subject of the present inadequate state of the establishment of the Rajkote Agency.

2. The difference of language in the province which I have just quitted excludes the selection of any one of whose abilities I have a personal knowledge for the important situation of native agent; but I purpose addressing the Revenue Commissioner in hopes that he may be able to recommend some competent individual with the requisite experience in business from the establishments of the Guzerat collectorates.

3. With reference to the concluding para., I would beg leave to observe that the disposal of the cases of the persons suspended would not appear to affect the principle of any actual saving, from the fixed allowance for establishment being legitimately applied to the employment of extra karkoons. Indeed, the salary in deposit cannot finally be carried to the "Fine Fund" until such ultimate decision have been passed, and I would therefore hope that if any such saving actually exist, its appropriation in the manner solicited by Captain Jacob may be sanctioned, as the necessity would appear to be undeniable, to the extent even of reflecting upon the system of management under which such enormous arrears of business can have accumulated.

I have, &c.
Bombay Castle, 25 November 1839. (signed) *D. Blane*,
Political Agent in Katteewar.

No. 2100 of 1839.

No. 5421.

From *J. P. Willoughby*, Esq., Secretary to Government, to Captain *G. L. Jacob*, Assistant in Charge of the Rajkote Agency, Bombay.

Sir,

With reference to Mr. Acting Chief Secretary Reid's letter, dated the 21st ultimo, No. 1932, I am directed to transmit to you copy of a communication from Mr. Blane, Political Agent in Katteewar, dated the 25th ultimo, and to inform you that for the reasons urged by that officer the Honourable the Governor in Council is pleased to sanction the measure proposed in the 1st para. of your letter, dated the 15th October last, No. 248.

2. I am on this occasion desired to request that you will be pleased to report, for the information of Government, the amount of the stoppages now in deposit in your office.

I have, &c.
(signed) *J. P. Willoughby*,
Bombay Castle, 23 December 1839. Secretary to Government.

No. 2101

Removal of Chotum Lall, Native Agent in Kattywar.

No. 2101 of 1839.

No. 5422. From *J. P. Willoughby*, Esq., Secretary to Government, to *D. Blane*, Esq., Political Agent in Katteewar, Bombay.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 25th ultimo, in reply to Mr. Acting Chief Secretary Reid's letter, dated the 21st ultimo, connected with the present inadequate state of the establishment of the Rajkote Agency, and to transmit, for your information, copy of my communication of this date to Captain Jacob on the subject.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 23 December 1839.

Extract Bombay Political Consultation, 6 May 1840.

No. 1745. From *D. Blane*, Esq., Political Agent Kattiwar, to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Sir,

1. I HAVE delayed, in expectation of a reply to my letter, No. 30, of the 21st January last, to submit, for the confirmation of Government, my selection of a native agent, under the instructions conveyed in your despatch, No. 2101 of the 23d December last.

2. Several persons unconnected with the province have offered themselves as candidates, and I had in view to obtain the services of an experienced native officer from the establishment of the Guzerat collectorates; but on renewing my acquaintance with the duties of the situation, I am impressed with the importance of local information in facilitating a decision upon the questions which arise in so peculiarly constituted a society.

3. To introduce an individual unprovided with such information would, I conceive, be to seek through an intermediate agent what it is desirable to obtain direct, and the promotion of one of those who have served in this department has therefore appeared to me the most eligible course.

4. Bugwanhal, the mehta for some time attached to Captain Lang, possesses also distinguished qualifications, in intelligence, memory, steadiness, &c., for the appointment. Belonging to the family of the Peshwa's Mujmondars, he is likewise of most respectable and responsible connexions, and I have every reason to believe that he will continue to give the satisfaction which his conduct has afforded me since my arrival here.

5. Testimonials to his character are herewith enclosed; and I would solicit the sanction of Government to my nominating him to the vacant situation.

I have, &c.
(signed) *D. Blane*,
Political Agent.

Katteewar, Political Agent's Office,
Rajkote, 28 March 1840.

EXTRACT of a Letter from Captain *W. Lang*, Acting Political Agent in Katteewar, to *J. P. Willoughby*, Esq., Secretary to Government; dated 22 March 1837.

4. I SHALL likewise feel obliged by your bringing to the notice of the Right honourable the Governor-general in Council the claim which the carcoon, who has conducted the duties of native agent since I have been in charge, has to some extra remuneration; this individual has, for many years, been performing the duties of his nephew, one of the Government mujmoodars in this office, who was till lately too young to take charge of them himself. He is now, however,

Removal of Chatum Lall, Native Agent in Kattywar.

however, acting for the carcoon, who was sent to Ahdooee, and draws his pay of 30 rupees per month. I hope, in addition to this, that the sum of 500 rupees will be granted to him. He has performed the duty of native agent for nearly four months entirely to my satisfaction, and was, prior to that period, attached to me for nearly three. When I state that since I have been in charge he has had to draft about 1,500 native letters, besides his other duties, and that I have occasionally required his services in addition to this, after office hours, when they have always been most cheerfully rendered, I trust the sum I have suggested will not be considered more than sufficient remuneration, and it may, I imagine, be recovered from the salary of the native agent, which is in deposit.

(True extract.)

(signed) *D. Blane*, Political Agent.

This is to certify that the bearer, Bugwunlall Mudonjee, has been attached to me, as my head carcoon for nearly three years, and I have known him whilst acting in the Political Agent's kucherry, for his nephew, one of the moozmoodars, for several more; he is a very intelligent, willing, and hard-working man, reads and writes quickly, and has an excellent memory; he is also possessed of considerable local knowledge in this province; is a very good man of business, and has, as far as I have been able to ascertain, patience and good temper in dealing with the people; I have therefore very great pleasure in giving him this note of recommendation, and shall be sincerely happy to hear of his gradual advancement. He possesses what I trust will be considered some claim to promotion, from having at different times whilst I have been in charge of this agency conducted for several months the whole native business of this office on a most insufficient salary.

Rajcote, 5 December 1839. (signed) *W. Lang*,
Assistant Political Agent.

From the date of Captain Lang's departure, 5th December 1838, with but little interruption up to the present time, Bhugwunlall Muddunjee has been attached to me as my head carcoon, and I have pleasure in certifying that he has given me very great satisfaction by the willing and efficient discharge of his duties. His local knowledge is considerable; his acquaintance with proceedings of current business very extensive, and his intelligence great.

During the period above-mentioned, with the exception of a few weeks, I have been virtually in the situation of first Assistant Political Agent.

Rajkoe, 14 December 1839. (signed) *Henry Aston*,
Acting Assistant Political Agent.

I hereby certify that Bhugwunlall, employed in the Political Agent's establishment of Katteewar, has served under me for a few months, and that I have a very high opinion of his efficiency as a public servant.

(signed) *G. L. G. Jacob*,
Rajcote, 27 March 1840. First Assistant Political Agent.

(True copies.)

(signed) D. Blane, Political Agent.

From

Removal of Chotum Lall, Native Agent in Kattywar.

No. 1746.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to the Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter, with enclosures, dated the 28th March last, No. 14, and to inform you that, under the circumstances therein stated, the Honourable the Governor in Council is pleased to confirm your nomination of Bhugwunlall Mudonjee, as native agent to the Rajkote agency.

I have, &c.
(signed) *L. R. Reid*,
Chief Secretary to Government.

Bombay Castle, 4 May 1840.

Extract Bombay Political Consultation; 20 May 1840.

No. 2091.

From *D. Blane*, Esq., Political Agent at Katteewar, to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour, as called for in the second paragraph of your letter, No. 2100, of the 23d ultimo, to submit a statement of deposits, including the items of unadjusted salary, which I conceive to come within the tenor of the sanction conveyed in the same despatch, and to request the authority of the Government for the disposal of the balance as therein proposed.

2. In the present stage of the question I will not venture to offer any remarks in the case of Chotum Lal; but, on the grounds of his acquittal by the Government, I assume it to be the desire of the Honourable the Governor in Council that he should receive the consideration of a person who has been subjected to great loss and affliction, in consequence of charges which have not been proved. I accordingly beg leave to recommend that he be allowed the salary of his late situation up to the 31st ultimo, with such deduction only as is necessary for the remuneration of the persons who have performed the duties in the interim.

3. With reference to his future employment, he has solicited my intervention to obtain for him the permission of Government to retire upon the usual scale of pension, in preference to the acceptance of an inferior situation to that which he has held for so many years; and I trust this indulgence may be granted to him, in consideration of his long and meritorious services and high character previous to the late accusations. In the event of the Government compliance with this proposal, I shall hereafter submit the requisite papers, according to the prescribed form.

4. The extra duty performed by Mr. Gillies, and the commendation bestowed upon him by my predecessor and Captain Jacob, who has since been in charge of the agency, would, I think, have entitled him to the full difference between the allowances drawn by him and the salary of the native agent, during the vacancy of that situation; but as I have deemed it a measure of justice to recommend a different disposal of the arrears, the reward proposed to be granted to him has been fixed with reference to the available balance remaining to the credit of the fund.

5. As regards the Moonshee Looft Ali Khan, it would appear that a proposal by my predecessor to allow him the full salary of native agent from the 26th July 1836, to the middle of October 1837, was not acceded to by Government; but as the allowance of 100 rupees per mensem paid to him while actually employed, previous to his suspension, is still an outstanding balance in the accounts of the office, I would solicit permission to adjust it in the manner now submitted for sanction.

I have, &c.
(signed) *D. Blane*,
Political Agent.

Katteewar, Political Agent's Office,
Rajcote, 21 January 1840.

STATEMENT of Sums to be carried to the "Fine Fund" under the sanction contained in the Government Letter No. 2100, of the 21st December 1839.

	Rs.	a.	p.		Rs.	a.	p.
"Fine Fund" deposit, consisting of fine levied from the members of the establishment and from vukeels, &c. - - - - -	688	12	2	Paid Mahdoo Row Narrain his pay, at 50 rupees per mensem, from 1st February to 3d December 1838, as sanctioned by Government under date 2d August 1839, and charged in the cash account for September following -	504	13	5
Pay for January 1836 of the assistant to the sheristidar in the judicial department, vacated on the promotion of Venayuk Row Mahdoo Row - - - - - -	40	–	–	PROPOSED DISBURSEMENT:			
Pay from the 1st February to the 15th April 1836, at 30 rupees per mensem, left vacant on the promotion of Hurreebhy Bhogylall to the situation of Vinayuk Row Mahdoo Row, in the judicial department - -	75	–	–	Chotum Lal Bapoobhaee, two-thirds of his salary in deposit, as per contra -	8,232	4	–
Pay from the 1st May to the 15th June 1836 of the situation of Gopal Row Mahdoo Row on the Jubtee establishment, left vacant in consequence of his suspension for bribery and corruption, at 50 rupees per mensem - - - - - - -	125	–	–	Moonshee Lootfali Khan and Bugwun Lall, the remaining one-third, or 100 rupees per mensem, a portion of which has been advanced - - - - -	4,116	2	–
Pay for June, July, August, and September 1839, at 60 rupees per mensem, of the English clerk in the judicial department, left vacant on the promotion of Rageha Domotherjee to the situation of head clerk on the agency establishment - - -	240	–	–	Present to Mr. Gillies for the extra duty performed by him - - - -	1,000	–	–
An allowance of 15 rupees per mensem, granted from the Jubtee establishment to Ragoba Damothorjee, discontinued on his promotion, on the 1st June, to the head clerkship, but subsequently, on the 1st October 1839, granted to Mr. Croly, the English clerk on the Jubtee establishment,* for June, July, August and September -					13,853	3	5
Pay of Chotum Lall Bapoobaee, native agent, from 27th July 1836 to 31st July 1837, at 300 rupees per mensem, carried to the credit of Government in the cash account for August 1837, as per audit, dated 27th June 1837 - - - - - - -	(a) 3,648	6	2	Balance in hand - - -	763	14	11
Pay of Chotum Lall Bapoobaee, native agent, from 1st August 1837 to 31st December 1839, carried monthly to the credit of Government - - - - - - -	(a) 8,700	–	–				
Pay of Carcoon Mahdoo Row Narrain, from 1st February 1838 to 30th September 1839, at 50 rupees per mensem, carried monthly to the credit of Government - - -	(a) 1,000	–	–				
Pay of Mehta Munguljee Roopsee on the Treasury establishment, for February and March 1838, at 20 rupees per mensem, carried monthly to the credit of Government - - - - - - - -	(a) 40	–	–				
Rs.	14,617	2	4	Rs.	14,617	2	4

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* It being a portion of the salary fixed for the office he held, viz., 45 rupees per month, altogether.

Remarks.—The items marked (*a*) having been carried to the credit of Government instead of held in deposit, an express sanction is requisite for their being again debited in the accounts.

Kattewar Political Agent's Office,
Rajcote, 21 January 1840.

(signed) *D. Blane*, Political Agent.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 2092.

MEMORANDUM by the Secretary to Government in the Political Department.

1. CHOTUM LAL BAPPOOBHOY, the individual alluded to in the 2d and 3d paragraphs of this letter, was formerly head native agent in the office of the Political Agent, suspended on the 27th July 1836, in consequence of suspicions that officer entertained of Chotum Lal having received certain bribes, and he has not since that period been re-employed by Government.

2. On the 12th October 1836, Mr. Erskine submitted the result of his inquiries into the charges against Chotum Lal.

3. On a review of the proceedings submitted by Mr. Erskine, Government resolved that Chotum Lal should be dismised from his situation, on account of the very strong, if not conclusive suspicions, which attach to him of his being guilty of the charges brought against him, but in consideration of the possible doubt which existed of his innocence, Government did not deem it expedient to adopt the recommendation made by Mr. Erskine, of dismissing him with disgrace; and Government determined to postpone, for future consideration, the propriety or otherwise of hereafter employing him elsewhere, in some inferior situation.

4. At the solicitation of Chotum Lal, a re-investigation of his case was, in March 1839, confided to Mr. Giberne, the Judicial Commissioner for Guzerat; and in consequence of his report being favourable to that individual, he was, under date the 22 May 1839, informed that his conduct was still open to strong suspicion; but that as he had been acquitted of the charges which had been preferred against him, he would be permitted to hold any other situation, under the British Government, in any other part of its territories, but that he could not be reinstated in his late office in Katteewar.

5. On the 9th June 1839, Chotum Lal presented a petition to Government, from which the following is an extract:

"The order for my suspension was issued on the 27th July 1836, from which date up to this time I have not received my pay, the amount of which has been held in deposit in the Treasury, until the removal of the suspicions against me. As these suspicions have now been cleared up, I beg to submit that the amount of my salary should be paid to me. At the same time, I request that Government will inform me whence I should receive my salary in future."

6. In reply, Chotum Lal was informed, on the 17th October last, that "the circumstances of his case are such as to have rendered it necessary that he should be removed from his situation in the office of the Political Agent at Rajcote; and that having incurred this disqualification, and been properly removed from employment in that office, he can have no claim to salary or pay until he obtains another situation."

7. In the petition above alluded to, Chotum Lal requested that Government would confer on him some other situation; in regard to which Captain Jacob, then in charge of the Political Agent's office, was, on the 17th October 1839 requested to communicate the circumstances of Chotum Lal's case to the Revenue Commissioner, with an intimation that Government would be glad if employment could be found for him as commavisdar, or in some other similar office in Guzerat; an arrangement, it was observed, which it appeared to Government might the more readily be effected, if a suitable person for the office of native agent in Kattywar could be selected from among the native officers in revenue employ in that province.

8. In the letter from Mr. Blane, now circulated, that gentleman observes that he will not venture to offer any remarks in the case of Chotum Lal, "but that, on the grounds of his acquittal by Government, he assumes it to be the desire of the Honourable the Governor in Council that he should receive the consideration of a person who has been subjected to great loss and affliction, in

Removal of Chotum Lal, Native Agent in Kattywar.

consequence of charges which have not been proved;" and accordingly begs leave to recommend that Chotum Lal be allowed the salary of his late situation up to the 31st December 1839, with such deduction only as is necessary for the remuneration of the persons who have performed the duties in the interim.

9. With reference to Chotum Lal's future employment, Mr. Blane states that that individual has solicited his intervention to obtain for him the permission of Government to retire upon the usual scale of pension, in preference to the acceptance of an inferior situation to that which he has held for so many years; and adds that he (Mr. Blane) trusts that this indulgence may be granted to Chotum Lal, in consideration of his long and meritorious services and high character previous to the late accusations.

10. The Moonshee Looft Ali has, under the orders of Government issued to Mr. Erskine, the late political agent in Kattewar, under date 19th March 1839, been dismissed from the service of Government, in consequence of his participation in the late conspiracy at Limree. Mr. Erskine had no authority from Government to appropriate to this individual any portion of Chotum Lal's salary; and a recommendation made by that officer, in favour of assigning to Looft Ali the whole of Chotum Lal's pay, from the 27th July 1836 to the middle of October 1837, was negatived at the time. It now appears, however, that Mr. Erskine allowed Looft Ali to draw a sum of 100 rupees per mensem out of Chotam Lal's pay, during a period of nearly 15 months; namely, from the 27th July 1836 to the middle of October 1837.

(signed) *J. P. Willoughby*,
Secretary to Government.

4 March 1840.

MINUTE by the Honourable Mr. *Farish*.

No. 2093.

IN regard to Chotum Lal, the political agent, should, I think, be furnished with copy of the reply returned to that individual of 17th October last, and informed that Government see no ground for altering that resolution.

I conceive the application for pension to be granted him cannot be complied with.

The unauthorised payment of the 100 rupees per mensem to the Moonshee Looft Ali, from 27th July 1836 till the middle of October 1837, should be placed as a debit against Mr. Erskine, till he may be able to afford an explanation of his having allowed the money to be paid him, when, from the way in which the moonshee was blameably concerned in the loan transaction, it must have been plain that Government never could sanction his employment as native agent.

I see no objection to granting Mr. Gillies 1,000 rupees, as recommended, in remuneration for his extra duties,

The amounts marked (*a*) in the statement accompanying Mr Blane's letter, appear to have been correctly carried to the credit of Government.

(signed) *J. Farish.*

9 April 1840.

MINUTE by the Honourable Mr. *Anderson*.

No. 2094.

I DO not consider Chotumlal entitled, in justice, to pay during his suspension; his conduct was found to be strongly suspicious, and therefore I do not consider him to be a person who has undeservedly been subjected to loss and affliction.

(signed) *G. W. Anderson.*

Removal of Chotum Lall, Native Agent in Kattywar.

No. 2095. MINUTE by the Honourable the Governor, subscribed to by the Board.

I AGREE, but I think the Revenue Commissioner should again be applied to give Chotumlal employment in his jurisdiction, according to the original decision of Government; the 1,000 rupees to Mr. Gillies may be paid to him, but the balance of the deposit should be credited to Government.

(signed) *J. R. Carnac.*
J. Farish.
G. W. Anderson.

No. 2096. From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to *D. Blane*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter dated the 21st January last, No. 30, soliciting the authority of Government to divide amongst some members of your office establishments, certain sums of undrawn salary which have been carried to the fine fund; requesting instructions as to the amount of salary to be allowed to Chotum Lal Bappabhoy, formerly head native agent in your office, during the period he was lately under suspension; and submitting an application from that individual for permission to retire on a pension from the service of Government.

2. In reply, I am desired to inform you, that the Honourable the Governor in Council is pleased to sanction the grant of 1,000 rupees (one thousand) to your head clerk, Mr. Gillies, as remuneration for his extra duties during the vacancy in the office of native agent, and directs that the balance of the deposit be credited to Government.

3. With regard to Chotum Lal, I am desired to inform you, that the Honourable the Governor in Council sees no grounds for altering the decision which was communicated to him on the 27th October last; viz., "that the circumstances of his case were of that nature as to render it necessary that he should be removed from his situation in the office of the Political Agent in Kattywar; and that having incurred such a disqualification, and been properly removed from employment in that office, he can have no claim on Government for salary or pay until he obtains another situation." The Governor in Council cannot agree in your opinion that he has been undeservedly subjected to loss and affliction.

4. I am also desired to inform you, that Chotum Lal's application for a pension cannot be complied with.

5. The Moonshee Looft Ali, to whom, in the last para. of your letter, you recommend that a certain portion of the native agent's salary should be awarded, was, in pursuance of orders issued to your predecessor, Mr. Erskine, under date the 19th March 1839, dismissed from the service of Government, in consequence of his participation in the late conspiracy at Leemree. Mr. Erskine had no authority from Government to appropriate to this individual any portion of Chotum Lal's salary, and a recommendation made by that gentleman in favour of assigning to him the whole pay of native agent from the 27th July 1836 to the middle of October 1837, was negatived at that time.

6. Under these circumstances, the Governor in Council directs, that the unauthorised payment made by Mr. Erskine to Looft Ali, of the sum of 100 rupees per mensem, from the 27th July 1836 to the middle of October 1837, be placed as a debit against that gentleman until he afford an explanation of his having allowed this money to be paid to the moonshee; as it must have been

Removal of Chotum Lall, Native Agent in Kattywar.

been evident to Mr. Erskine, from the very blameable conduct of that individual in the Limree loan transaction, that Government would not under any circumstances have sanctioned his employment as native agent.

7. The Governor in Council approves of your having carried to the credit of Government the amounts marked (*a*) in the statement which accompanied your letter.

8. I am, on this occasion, desired to request that you will be pleased again to address the Revenue Commissioner on the subject of giving Chotum Lal employment in his jurisdiction.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 19 May 1840.

No. 1,000 and 1,001.

An extract, para. 5, of the letter from Mr. Blane, dated 21st January last; copy of the statement therewith forwarded; and paras. 2, 3. 5, 6, and 7 of the reply this day returned to that communication, to be sent to the accountant-general and civil auditor for information.

Extract Bombay Political Consultation, 10 June 1840.

No. 2425.

From *D. Blane*, Esq., Political Agent at Katteewar, to *L. R. Reid*, Esq., Chief Secretary to Government, Bombay.

Sir,

Pending a reply to my references, No. 30 of 21st January, and No. 134 of 28 March last, the salary of the native agent in this establishment was not actually disbursed; and my directions to place it in deposit under the authority of the Government sanction, dated 23 December 1839, No. 2100, being misunderstood by my accountant, the salary for the months of January and February has been omitted to be charged in the public accounts. I would, therefore, solicit permission to rectify this error by a debit of the salary for the said months in arrears, for the purpose of remunerating those by whom the duties have been performed.

I have, &c.
(signed) *D. Blane*, Political Agent.

Kattiwar Political Agent's Office,
Rajcote, 12 May 1840.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to *D. Blane*, Esq., Political Agent in Kattywar.

Sir,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 12th ultimo, No. 162; and, in reply, to refer you to the second para. of my communication dated the 19th ultimo, No. 999, conveying the authority of Government for the grant of a sum of 1,000 rupees to your head clerk, Mr. Gillies, for extra duties performed by him during the vacancy in the office of native agent, and instructions for the balance of the deposit to be credited to Government.

I have, &c.
(signed) *L. R. Reid*,
Chief Secretary to Government

Bombay Castle, 9 June 1840.

Removal of Chotum Lall, Native Agent in Kattywar.

Extract Bombay Political Consultation, 24 June 1840.

No. 2689.

From *D. Blane*, Esquire, Political Agent at Katteewar, to *L. R. Reid*, Esquire, Chief Secretary to Government, Bombay.

Sir,

1. I HAVE the honour to acknowledge the receipt of your letter, No. 999, of the 19th instant, and to solicit instructions on the following points, which may not have been stated with sufficient clearness in my former reference :—

1st. In the statement submitted by me, certain items are shown as being at the credit of the Fine Fund; and others, which had been carried to the account of Government are recommended to be charged and appropriated to the said fund, under the sanction of your letter of the 21st January last; and certain disbursements are proposed to be made out of the sums so credited. In reply, a payment of 1,000 rupees to Mr. Gillies is sanctioned, and the balance directed to be credited to Government, which leaves me in doubt as to the intention of Government with reference to the disposal of the component items of the above fund.

2d. The former decision regarding Chotum Lal appeared to relate to the possible contingency of his remaining for a considerable time without employment, not to his claim to some consideration while under suspension, and previous to his situation being permanently conferred upon another. As the Government, in sanctioning the credit to the Fine Fund of undrawn salary appeared to recognise the principle that the fixed expenditure on that head might fairly be appropriated to remuneration for the performance of the duties, I confidently anticipated that the latitude thus afforded would have been allowed greater weight in favour of my proposal, which contained nothing beyond the distribution of the pay of the fixed establishment. If worthy of future employment, why, also, I would observe, should so old a servant be deemed unworthy of a pension; and to insist upon the unwilling acceptance by him of a minor office, would not, I venture to represent, be likely to tend to the advantage of Government. As Chotum Lal's late situation has now, however, been permanently filled up, he can no longer be said to have any connexion with this office; and, if approved of by the Government, I would therefore propose to refer him to the Presidency for the further cognisance of his case.

3rd. The advance to the Moonshee Looft Ali was pay for active duties previous to his having incurred the displeasure of Government, and remained unadjusted merely in consequence of the confusion then existing in the office, which caused my predecessor to overlook in some instances the requisite forms for obtaining the sanction of Government. But as I cannot suppose that the disbursement would have been disallowed if reported at the time, the method now proposed for bringing it to account would seem to be unconnected with the question of the moonshee's subsequent misconduct; and if the assigned portion of the undrawn salary be not so disposed of, the amount in the statement is still justly due to Bugwan Lal, who, while Mr. Gillies was performing the duties of native agent, as regards superintendence, was loaded with the principal part of the business in the Goozeerattee department.

2. Under these explanations, I would hope that some modification of the decision conveyed in your letter under reply, may be aceeded to by the Government, and that I shall be excused in awaiting their future orders previous to carrying it into execution.

I have, &c.

(signed) *D. Blane*,
Political Agent, Katteewar.

Katteewar Political Agent's Office,
Rajcote, 30 May 1840.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 2690.

MINUTE by the Honourable the Governor, subscribed to by the Board.

I SEE no reason for altering our former decision, namely, that after paying 1,000 rupees to Mr. Gillies, the residue should be carried to the credit of Government, for this is not a case in which the arrears should be carried to the Fine Fund.

(signed) *J. R. Carnac.*
J. Farish.
G. W. Anderson.

13 June 1840.

No. 2691.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to *D. Blane*, Esq., Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 30th ultimo, and to inform you that the Honourable the Governor in Council is not aware of any reason for altering the decision communicated to you in my letter dated the 19th of the same month, namely, that after paying to your head clerk, Mr. Gillies, the sum of 1,000 rupees from the account of the undrawn salary of a portion of your late establishment, the residue should be carried to the credit of Government.

I have, &c.
(signed) *L. R. Reid*,
Chief Secretary to Government.

Bombay Castle, 24 June 1840.

No. 3181.

Extract Bombay Political Consultation, 22 July 1840.

From *D. Blane*, Esq., Political Agent at Katteewar, to *L. R. Reid*, Esq., Chief Secretary to Government, Bombay.

Sir,

I REGRET to acquaint you that a melancholy accident which occurred on Sunday last, has deprived me of the services of my native accountant, Govind Row Nurhur.

2. He was re-crossing the Rajcote River from a temple of Muhadeo, close to the walls of the town, when a flood came down and swept him away. The force of the current prevented the spectators from affording him any assistance, and it was not until the day following that his corpse was recovered at a place about seven coss down the stream.

3. The deceased was a most deserving person, and had been 28 years in the Honourable Company's service. I have nominated his brother, Wittul Row Nurhur, who has also served in this office for about six years, and is well qualified for the performance of the duties to the vacant situation; but as the salary is 100 rupees per mensem, it is necessary for me to obtain the confirmation of the Government, which I would accordingly beg leave to solicit.

I have, &c.
(signed) *D. Blane*,
Political Agent.

Katteewar, Political Agent's Office,
Rajkote, 1 July 1840.

No. 3182.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to the Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 1st instant, No. 208, and to inform you that the Honourable the Governor in Council is pleased

Removal of Chotum Lall, Native Agent in Kattywar.

pleased to sanction the appointment of Wittul Row Nurhur, as native accountant to the Rajcote agency, in the room of Govind Row Nurhur, deceased.

I have, &c.
(signed) *L. R. Reid*,
Chief Secretary to Government.

Bombay Castle, 18 July 1840.

No. 1588 and 1589.

Copy of the above letter, and of the communication therein mentioned, to be sent for the information of the Accountant-general and Civil Auditor.

(signed) *L. R. Reid*,
Chief Secretary to Government.

No. 3264.

Extract Bombay Political Consultation, 29 July 1840.

From *D. Blane*, Esq., Political Agent in Katteewar, to *L. R. Reid*, Esq., Chief Secretary to Government, Bombay.

Sir,

In reply to your letter, No. 1180 of the 9th instant, I beg leave to submit that the previous despatch, No. 999 of the 19th May, therein quoted, relates to an application made by me on the subject of some old deposits and arrears of pay of several years' standing, and quite distinct from the subject of my letter of the 12th ultimo.

2. Since my arrival here, I have considered myself authorised by the Government letters, No. 1931 and 2100 of 21st November and 23d December last, to replace the establishment on an efficient footing, by filling up the vacancies; and the failure to debit the salary of native agent for the months of January and February was a mere omission of the accountant, the allowance having been appropriated, though, for the reasons already explained, the nomination had not been formally submitted for the confirmation of Government.

3. Under this explanation, I would therefore again solicit permission to rectify the mistake which has occurred in the preparation of the cash accounts, through the omission above noticed.

I have, &c.
(signed) *D. Blane*,
Political Agent.

Katteewar Pol. Agent's Office,
Rajcote, 17 June 1840.

No. 3265.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to *D. Blane*, Esq., Political Agent in Katteewar.

Sir,

I am directed to acknowledge the receipt of your letter, dated the 17th ultimo, No. 198, and to inform you that, under the explanation therein offered, the Honourable the Governor in Council is pleased to sanction the salary of the native agent to the Rajcote agency, for the months of January and February last, being distributed amongst those by whom the duties of that situation were performed during the period in question.

I have, &c.
(signed) *L. R. Reid*,
Chief Secretary to Government.

Bombay Castle, 25 July 1840.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 1931 and 1932.

Copies of Mr. Blane's letters, dated the 12th May and 17th June, No. 162 and 198 of 1840, together with copy of the reply this day returned to the latter communication, to be sent for the information of the Accountant-general and Civil Auditor, with reference to the documents noted in the margin;* copies of which were forwarded to these officers on the 19th May last, No. 1000 and 1001.

* *See* below.

(signed) *L. R. Reid*,
Chief Secretary to Government.

Extract Bombay Political Consultation, 16 September 1840.

No. 4091.

From *D. Blane*, Esq., Political Agent in Katteewar, to *L. R. Reid*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. I regret to be under the necessity of troubling you with a further reference on the subject of your letter No. 1317 of the 24th ultimo, in consequence of certain payments, which, according to the decision therein conveyed, I find to remain unadjusted.

2. In the item of *Rs.* 4,116. 2, proposed to be paid to the Moonshee Looft Ali Khan and Bugwan Lal, of which a portion is noted in the account forwarded with my letter of 21st January last, to have been advanced; I included the additional remuneration intended to be given to the latter, as well as the sum already paid to him, amounting to *Rs.* 1,173. 1, as shown in the amended statement now submitted.

3. From the decision above referred to, I understand that the Government are unwilling to accede to any payment of arrears beyond the amount sanctioned for Mr. Gillies, or to allow the adjustment of the salary granted to the moonshee as proposed by me; but the payments to Bugwan Lal, fixed at so low a scale compared with the duties performed by him, are not, I conceive, intended to be refunded.

4. On this head I would beg leave to refer to the applications of Captain Lang and Mr. Erskine, dated the 22d March and 31st December 1837, and the Government reply of the 23d March following, intimating generally that their decision on the disposal of Chotum Lal's pay would depend upon the result of that person's appeal.

5. I would, therefore, solicit the sanction of Government to the revised account now submitted; and, in conclusion, beg leave to add, that an extract of your letter of the 19th May will be forwarded to the Revenue Commissioner; and the purport of the observations on the case of Chotum Lal therein conveyed be communicated to that individual, as the decision of Government upon his application for arrears of salary, and admission to the pension list.

I have, &c.
(signed) *D. Blane*,
Pol. Agent in Katteewar.

Katteewar Pol. Agent's Office, Rajcote,
6 July 1840.

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* Extract para. 5, of a letter from Mr. Blane, dated 21st January 1840, with enclosure. Extract paras. 2, 3, 5, 6, and 7 of the Government letter to Mr. Blane, dated 17th May 1840.

REVISED ACCOUNT of Sums in Deposit, and Arrears of undrawn Salary in the Office of the Political Agent in Katteewar submitted for the Sanction of the Government.

Sums in Deposit:	Rs.	a.	p.	Rs.	a.	p.
Fine fund deposit, consisting of fines levied from the members of the establishment, and from vakeels, &c. - -	688	12	2			
Pay for January 1836 of the assistant to the sheristidar on the Judicial Department, vacated on the promotion of Venaik Row Mahdeo Row -	40	–	–			
Pay from 1st February to the 15th April 1836, at 30 rupees per mensem, left vacant on the promotion of Hurreebhoy Bhogylall to the situation of Venayuk Row Mahdeo Row in the Judicial Department -	75	–	–			
Pay from the 1st May to the 15th June 1836, of the situation of Gopal Row Mahoo Rao, on the Jubtee establishment, left vacant in consequence of his suspension for bribery and corruption, at 50 rupees per mensem -	125	–	–			
Pay for June, July, August, and September 1839, at 60 rupees per mensem, of the English clerk in the Judicial Department, left vacant on the promotion of Ragooba Damotherjee to the situation of head clerk on the Agency establishment - - -	240	–	–			
An allowance of 15 rupees per mensem granted from the Jubtee establishment to Ragooba Damotherjee, discontinued on his promotion, on the 1st June, to the head clerkship, but subsequently, on the 1st October 1839, granted to Mr. Crowly, the English clerk on the Jubtee establishment* for June, July, August, and September	60	–	–			
Already credited to Government:						
Pay for Chotum Lall Bappabhye, native agent, from 27th July 1836 to 31st July 1837, at 300 rupees per mensem, carried to the credit of Government in the cash account for August 1837, as per audit, dated 27th June 1837 -	3,648	6	2			
Pay of ditto, ditto, from 1st August 1837 to 31st December 1839, carried monthly to the credit of Government -	8,700	–	–			
				13,577	2	4
Carried forward - - - *Rs.*				13,577	2	4

	Rs.	a.	p.	Rs.	a.	p.
Advance to Bugwanlal Moddarjee in May 1835, by Capt. Lang, for acting as native agent under him for several months - -	500	–	–			
Paid ditto, for acting as carcoon to the first assistant, from 6th June to 3d December 1838, at 30 rupees per mensem - - - - -	177	14	5			
Paid ditto, for ditto, ditto, from 4th December 1838 to 30th September 1839, at 50 rupees per month - - -	495	2	7			
TOTAL paid out of the Deposit, as per contra - - - - - - -				1,173	1	–
Paid to Mahdoo Row Narrain his pay, at 50 rupees per mensem, from 1st February to 3d December 1838, as sanctioned by Government, under date 2d August 1839, and charged in the cash account for September following - - - - -				504	13	5
Present to Mr. Gillies, sanctioned in the Government letter of 19th May 1840 - - - - - - -				1,000	–	–
GRAND TOTAL - - - *Rs.*				2,677	14	5
Carried forward - - - *Rs.*				2,677	14	5

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* It being a portion of the salary fixed for the office he holds, viz. 45 rupees a month altogether.

REVISED ACCOUNT of Sums in Deposit and Arrears of undrawn Salary, &c.—*continued.*

		Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*
Brought forward - - -		13,577	2	4	Brought forward - - -	2,677	14	5
Pay of Carcoon Madoo Row Narrain, from 1st February 1838 to 30th September 1839, at 30 rupees per mensem, carried monthly to the credit of Government - - -	1,000 - -							
Pay of Mehta Muhguljee Roopsee on the Treasury establishment, for February and March 1838, at 20 rupees per mensem, carried monthly to the credit of Government	40 - -	1,040	-	-	Balance in favour of Government, already carried to their credit -	11,939	3	11
	Rs.	14,617	2	4	TOTAL, as per contra - - *Rs.*	14,617	2	4

N.B.—The salary advanced to the Moonshee Looft Ali Khan remains to be adjusted by Mr. Erskine as directed in the sixth para. of Government letter of 19th May 1840, 1,880 rupees.

Katteewar Political Agent's Office,
Rajcote, 6 July 1840.

(signed) *D. Blane,*
Political Agent.

From *L. R. Reid,* Esq., Chief Secretary to Government, Bombay, to the Assistant in Charge of the Office of Political Agent in Kattewar.

No. 4092.

Sir,

I AM directed to acknowledge the receipt of Mr. Blane's letter, dated the 6th ultimo, soliciting further instructions, with regard to certain undrawn salary of a portion of the late establishment of the Katteewar agency.

2. In reply, I am desired to communicate to you the sanction of the Honourable the Governor in Council to the revised account now submitted, as far as regards Bugwan Lall, who need not, under the circumstances reported, be called upon to refund the amount which has been advanced to him. You will, therefore, be pleased to inform the Pay and Audit Department of the date on which he assumed charge of the duties of native agent, and that on which he was relieved.

3. Although mention is still made of Chotum Lall in the revised statement above alluded to, the Governor in Council desires me to particularly observe that the former decision of Government in the case of that individual is in no way whatever affected, and that the present modification only relates to Bugwan Lall.

4. The Pay Departments have been informed of the cheque of 1,880 rupees, on account of salary unauthorizedly paid by Mr. Erskine, the late Political Agent to the Moonshee Looft Ali, with instructions to recover the amount from that gentleman, on his return to India.

I have, &c.
(signed) *L. R. Reid,*
Chief Secretary to Government.

Bombay Castle,
14 September 1840.

No. 2023 and 2024 of 1840.

COPY of Mr. Blane's letter, and of its enclosure, dated the 6th ultimo, together with a transcript of the above reply, to be forwarded to the Accountant-general and the Civil Auditor, for information and guidance.

(signed) *L. R. Reid,*
Chief Secretary to Government.

Removal of Chotum Lall, Native Agent in Kattywar.

Extract Bombay Political Consultation, 25 February 1841.

No. 1204.

To the Right Honourable Sir *James Rivett Carnac*, Bart., President and Governor in Council.

The humble PETITION of *Chotumlal Bapabhayee*, Inhabitant of Ahmedabad.

Most respectfully showeth,

THAT in the first order of Government, dated 22d May 1839, it is stated that the suspicions entertained by Mr. Erskine, the then Political Agent at Rajcote, in the matter of the fourth charge preferred against your petitioner, were removed by the result of the examination held by Mr. Giberne, the Judicial Commissioner, and that the former order of Government, which incapacitated your petitioner from holding any public office, was cancelled, but that Government could not confer on him the same situation which he held at Rajcote. On the receipt of this order, your petitioner thought it prudent not to serve under a person who was inclined to ruin him. Afterwards, on the 9th June 1839, he sent a petition to Government, requesting to have the arrears of his wages paid, and to know what appropriate situation would be conferred on him. In reply to this petition, your petitioner received a letter, under date the 17th of October 1839, from Mr. Secretary Boyd, stating that he was deprived of his situation under the Political Agent for certain reasons, and thereby he had lost his claim for the arrears of his pay until he was re-employed. On the receipt of this answer, he presented another petition, dated 30th November 1839, to Government, stating that after the strict and impartial trial held by Mr. Giberne, if Government was not satisfied as to his honesty and uprightness, he would most willingly stand another trial. He then proceeded to Rajcote, expecting to receive there a Government order, addressed to the Political Agent, directing him to convince your petitioner of the justness of the grounds for which he was dismissed from the service. But on his arrival at Rajcote, when he paid a visit to Mr. Jacob, the Assistant Political Agent, that gentleman said to him that, though the result of the inquiry instituted by Mr. Giberne fully cleared him of all the charges and suspicions raised by Mr. Erskine, yet he could not be restored to his former situation, which would be conferred on a deserving person from the Revenue Commissioners' department, and the vacancy occurring by such arrangement might be filled by him. The same gentleman told him also, that though Government would not pay him the whole of the arrears of his salary, yet he might get a moiety, or thereabout. To this your petitioner replied, that he saw no reasons why he should receive a moiety only. Mr. Jacob then advised him to make an application to Government on the subject, and told him that Mr. Blane, who was expected at Rajcote in the course of four or five days, would do what was just and proper. Accordingly, on the arrival of Mr. Blane at Rajcote, your petitioner took the earliest opportunity to see that gentleman and represent his case to him, when he advised him not to put himself and Government to any further trouble, but to apply directly for pension. Your petitioner then, thinking it prudent to be guided by the advice, made an application to that effect, and also for the arrears of pay, and waited in Rajcote for eight months expecting an answer. But when he found that there was no likelihood of getting an answer, he went to Ahmedabad on the 1st of September, with the intention of coming down to Bombay. Meanwhile, Mr. Jacob received a letter from Mr. Vibart, the Revenue Commissioner, addressed to your petitioner, but he not being present there, it was sent to him at Ahmedabad. The object of Mr. Vibart in writing the letter, was to know whether or not your petitioner was willing to accept a situation of mamlutdar, on a salary of 72 rupees per month, namely, that of Paneera. In reply to this letter, your petitioner wrote to Mr. Vibart, on the 6th September, stating that he was sorry to refuse the offer on account of its being inadequate to his rank, but that he hoped Government would soon have mercy on him, to pay the arrears, and to confer on him a situation similar to that which he formerly held.

At present your humble petitioner has come down to Bombay, and begs to acquaint your Excellency that though he dare not say anything against the pleasure of Government as conveyed in their order, dated the 17th October 1839, intimating that he was dismissed from the service for certain reasons, yet he

respectfully

Removal of Chotum Lall, Native Agent in Kattywar.

respectfully solicits your Excellency's full attention to, and consideration of, the following facts.

Observing several persons in Rajcote bent on his ruin, and trying every means to accomplish their base object, he presented a petition, dated 22d July 1836, to Government, containing a full explanation of the charges brought against him. Afterwards he sent another petition to Government, representing the oppressive and improper conduct of Mr. Erskine, who, having sent for him about midnight on the 26th of July 1836, suspended him next day from his duties, which obliged him to remain in Rajcote for 17 months doing nothing. During this long period nothing like inquiry took place. Your petitioner was then reduced to the necessity of coming down to Bombay, and to represent his case to Government personally. He spent nearly 12 months in Bombay, and on presenting another petition to the same effect, he was informed that Mr. Giberne had received orders to proceed to Rajcote to inquire into his case, and that he should go also to that city. On the arrival of Mr. Giberne at Rajcote, he commenced the examination of the case, when the witnesses that bore evidence regarding the Dasura village contradicted each other. Your petitioner believes that Government has been already informed of those proceedings from the report of Mr. Giberne, and therefore thinks that a repetition of the same would be only an unnecessary trouble to your Excellency.

While the above trial was going on, your petitioner lived at Rajcote, but his enemies fearing that he would become acquainted with their treacherous conduct, got him removed to Ahmedabad, and proclamation was issued that he, being a dishonest man, was expelled out of the town. Your petitioner then immediately, on the 18th June 1839, made a representation to Government of the unjust proceedings of his enemies.

After your petitioner was suspended from his duties, Mr. Erskine, at the instigation of his enemies, issued a proclamation inviting the inhabitants of the town to come forward and confess in the court if any of them had given a bribe to your petitioner. But when his enemies found that this plan did not succeed, they bribed some persons, and thereby induced them to make such false confessions as suited their purpose.

With regard to the Joonaghur case, his enemies took the same course which they followed in the former. The following is an outline of the proceedings:

When Captain Lang proceeded to Joonaghur to inquire into this case, they persuaded Shamjee Madowjee to give in writing a totally different version of what had happened. Afterwards, when Mr. Erskine took his way to the same town, Moonshee Lootfulla went before him carrying a letter of his, dated 25 May 1836, to the Nabob of that place. The purport of the letter was, that Moonshee Lodfula was sent by Mr. Erskine to his Highness, and that his Highness would extremely oblige him by paying regard to the directions of the moonshee, and that until the receipt of an answer, which was expected to be favourable, he would stop in Callyanagnum. Before stating anything further, your petitioner begs your Excellency to consider why Mr. Erskine should send such a letter.

When Mr. Giberne was appointed to examine the same case, your petitioner's enemies despatched some persons to gain his Highness to their side. This point is also for the consideration of your Excellency. Though your petitioner was at Rajcote for many days, nothing like regular trial took place. When the inquiry into the case of the Dusora village was going on, Jafferr and Savuyee were brought in the court after they were taken to Mr. Erskine's bungalow, and were desired by that gentleman to make such statements as would show the dishonesty of your petitioner. The whole trial was there conducted in a fraudulent manner, for which your petitioner feels more than he does for his own misery. The honest have been thus rendered dishonest, and the dishonest honest. If such treacherous persons were not at all punished, how is it possible that they would abstain from acting similarly in future?

Such is the brief outline of the whole case; and your petitioner most humbly requests that your Excellency in Council will be graciously pleased to consider the whole case minutely, and, if proper, to relieve a man who always discharged his duties by the principles of justice and humanity from the miseries to which he is reduced, and to issue orders for the payment of the arrears of his wages, and for conferring on him a situation similar to the one which he formerly enjoyed. This is the last prayer which he has to prefer, and fully expects that

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your Excellency, whose fame for the observance of justice and all the principles of honour is far and widely spread in the whole Presidency, would be kind enough to bestow a due share of attention to this case, and thereby relieve your old and faithful servant from ruin.

Should your Honourable Board still have doubts of his honesty with which he conducted his past duties as Native Agent at Rajcote agency, which destroyed his claims for the arrears of pay, your petitioner earnestly begs that a further trial of his case may be ordered to be held, that he may have an opportunity of clearing the doubts of your Honourable Board, as he is quite certain that nothing but totally false and invented charges were filed against him by Mr. Erskine, at the instigation of his enemies. In conclusion, he begs to add that if his request be granted, he would be under everlasting obligations to your Excellency.

And, as in duty bound, will ever pray.

(signed) *Chotumlal Bapabhoyee.*

Bombay, 20 November 1840.

No. 1205.

MEMORANDUM by the Political Secretary to Government.

1. THE petitioner, Chotum Lal Bappabhoy, was formerly head native agent in the office of the Political Agent in Kattywar. Chotum Lal was suspended by Mr. Erskine, the late Political Agent, on the 27th July 1836, in consequence of suspicions that officer entertained of his having received certain bribes, and he has not since that period been re-employed by Government.

2. Government, on a review of the proceedings submitted by Mr. Erskine, in regard to Chotum Lal's case, issued orders, in November 1837, for that individual to be dismissed from his situation, on account of the very strong, if not conclusive, suspicions which attached to him of his being guilty of the charges brought against him; but in consideration of the possible doubt which existed of his innocence, Government did not deem it expedient to adopt a recommendation made by Mr. Erskine of dismissing him from the public service with disgrace, and determined to postpone for future consideration the propriety, or otherwise, of hereafter employing him elsewhere in some inferior situation.

3. In March 1839, at the solicitation of Chotum Lal, a re-investigation of his case was confided to Mr. Giberne, the Judicial Commissioner for Guzerat, and the report of that gentleman being favourable to that individual, he was, under date the 22d May 1839, informed that his conduct was still open to strong suspicion; but that, as he had been acquitted of the charges which had been preferred against him, he would be permitted to hold any other situation under the British Government in any other part of its territories, but that he could not be reinstated in his late office in Kattywar.

4. Chotum Lal, in a petition dated the 9th June 1839, observed as follows:—"The order for my suspension was issued on the 27th July 1836, from which date up to this time I have not received my pay; the amount of which has been held in deposit in the Treasury, until the removal of the suspicions against me. As these suspicions have now been cleared up, I beg to submit that the amount of my salary should be paid to me; at the same time I request that Government will inform me whence I should receive my salary in future."

5. On the 17th October 1839, Chotum Lal was informed in reply, that the circumstances of his case are such as to have rendered it necessary that he should be removed from his situation in the office of the Political Agent at Rajcote, and that having incurred this disqualification, and been properly removed from employment in that office, he could have no claim to salary or pay from the date of his dismissal, until he might obtain another situation.

6. With reference to the above intimation to Chotum Lal, Mr. Blane, in a letter, dated the 21st January 1840, observed that he would not venture to offer any remarks in the case of Chotum Lal, "but that, on the grounds of his acquittal by Government, he assumed it to be the desire of the Honourable the Governor in Council, that he should receive the consideration of a person who has been subjected to great loss and affliction, in consequence of charges which have not been proved;" and accordingly begged leave to recommend that

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Chotum Lal be allowed the salary of his late situation, from the date of his dismissal in November 1837, up to the 31st December 1839, with such deduction only as might be necessary for the remuneration of the persons who, in the interim, performed the duties of his situation.

7. In reply, Mr. Blane was informed* that the decision of Government on the above point, communicated to Chotum Lal on the 17th October 1839, could not be disturbed, and that Government could not agree with that officer in the application of the allusion made by him to Chotum Lal having been unjustly and undeservedly subjected to loss and affliction.

8. Amongst other requests preferred by Chotum Lal, in his petition dated the 9th June 1839†, was one to the effect that Government would confer on him some other situation, in regard to which Captain Jacob, then in charge of the Political Agent's office, was, on the 17th October 1839, requested to communicate the circumstances of Chotum Lal's case to the Revenue Commissioner, with an intimation that Government would be glad if employment could be found for that individual, as commavisdar, or in some other similar office in Guzerat; an arrangement, it was observed, which it appeared to Government might the more readily be effected, if a suitable person for the office of native agent in Kattywar could be selected from among the native officers in Revenue employ in that province.

9. With reference to Chotum Lal's proposed re-employment, Mr. Blane, in a letter dated the 21st January 1840, stated that that individual had solicited his intervention to obtain for him the permission of Government to retire upon the usual scale of pension, in preference to the acceptance of an inferior situation to that which he had held for so many years in Kattywar; and Mr. Blane, at the same time, expressed a hope that this indulgence would be granted to Chotum Lal, in consideration of his long and meritorious services, and high character, previous to the late accusations against him.

10. In reply, Mr. Blane was informed that Chotum Lal's application for a pension could not be complied with; and that officer was directed again to address the Revenue Commissioner on the subject of providing Chotum Lal with employment within the latter officer's jurisdiction.

11. About this time, a despatch was received from the Honourable the Court of Directors, in which they reviewed the proceedings which had been taken by Government, in the case of this individual, and stated that they considered his guilt to have been established, and directed that, if the expressed intention of giving him employment in some other situation should be acted upon, he should not be appointed to any but a subordinate situation. The following is an extract from this despatch:

"We now proceed to the results of the inquiry into the fact which was brought to your notice by Mr. Willoughby before he left the province, and subsequently investigated by Captain Lang and Mr. Erskine; viz., that a sum of money had been sent to Rajcote, by the Nawab of Joonaghur, for the purpose of bribing Mr. Willoughby, and certain natives on his establishment.

"The very efficient investigation which this matter underwent, fully established that the Nawab's servants, in league with a native named Gopal Rae, on the Political Agent's establishment, had induced the Nawab, in the hope of obtaining a favourable settlement of his dispute with the Seedees of Jafferabad, to send 31,000 rupees to Rajcote, to be put into the hands of Gopal Rae, and of which the Nawab was led to believe that 25,000 rupees were for Mr. Willoughby, 5,000 rupees for Mr. Willoughby's head native agent, Chotum Lal, and the remaining 1,000 rupees for Gopal Rae, himself: that Chotum Lal was privy to the fact, and would have received a portion of the bribe, but for the discovery of the plot, though you do not consider it entirely proved, is, by the evidence adduced, rendered to our minds almost certain.

"These individuals, Gopal Rae and Chotum Lal, having been put upon their defence, various other charges of corruption came in against them, and among others, the grave one was preferred against Chotum Lal of having participated in the gains of the robbery of the camels at Moonjpoor, for their share in which, two other natives on the agency establishment are now suffering imprisonment.

* 19 May 1840.

† Vide para. 4 of this summary.

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The charges preferred against "Gopal Rae were established to such an extent as induced you to dismiss him from the service, and to declare him incompetent to serve the Government in any capacity. Those against Chotum Lal you considered as not so fully made out, and though he was dismissed from his situation, you consider him as not excluded from holding some other appointment under your Government; but we desire that, if he be employed at all, it be only in a subordinate situation."

12. Chotum Lal prefers three requests in his present petition:

1st. That he may be appointed to some situation similar to the one which he formerly held in Kattywar; namely, head native agent.

2d. That he may be allowed to draw the full pay of his former situation in Kattywar, from the date of his suspension in July 1836, up to such period as he may be appointed to some other situation; and,

3d. That should Government refuse a compliance with the above request, in consequence of the suspicions which at present attach to his character, a re-investigation may be ordered to be made into his whole case.

(signed) *J. P. Willoughby*,
21 December 1840. Secretary to Government.

No. 1206. MINUTE by the Honourable the Governor, subscribed to by the Board.

I DO not see what can be done in the case of Chotum Lall, but to direct, under the former decision of Government, and the orders of the Court of Directors, that he may be employed in a subordinate situation, not in the province of Kattywar. The Revenue Commissioner may therefore be directed to appoint him to the first vacant mamlutdarship.

The separate requests he makes with reference to his conduct and its re-investigation, as well as to his pay while under suspension, it is not in the power of this Government to entertain, under the general instructions by the Honourable Court.

(signed) *J. R. Carnac.*

No. 1207. Further MINUTE by the Honourable the Governor, subscribed to by the Board.

I HAVE consulted the Board before I made the proposition that the portion of pay which was stopped from Chotum Lall, and is in deposit in the Treasury, should be returned to him. I consider, after the perusal of the papers, that it is on the whole a hard case, and now that we have authorised his re-employment, which is of itself a virtual acquittal, I think we can hardly do less than return to him the pay in deposit whilst he was suspended, which has not been appropriated.

6 January 1841. (signed) *J. R. Carnac.*

No. 1208 & 1209. From *J. P. Willoughby*, Esq., Secretary to Government, to *Chottom Lall*, Bappabhaee, late Native Agent to the Rajkote Agency, Bombay.

I AM directed to acknowledge the receipt of your petition, dated the 20th November last, praying that you may be appointed to a suitable situation, similar to the one which you held in Katteewar, and that you may be allowed to draw the full salary of your former situation from the date of your suspension up to such period as you may be appointed to some other situation.

2. In reply, I am desired to signify to you, that under the orders of the Honourable the Court of Directors, Government is precluded from appointing you to a situation similar to the one which you held in Katteewar; but that as that authority has no objection to your being appointed to a subordinate situation, the Revenue Commissioner has been requested to appoint you to the first situation of mamlutdar which may become vacant.

3. With

Removal of Chotum Lall, Native Agent in Kattawar

3. With respect to your application to be permitted to draw the full salary of your former situation from the date of your suspension up to such period as you may be appointed to another situation, I am directed to acquaint you that the Honourable the Governor in Council cannot comply with your request, but that he is pleased to sanction the refund to you of the portion of the amount stopped from your pay while you were suspended, which is now in deposit in the treasury of the Katteewar Agency, and which has not been appropriated in any other way.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle,
24 February 1841.

No. 571 of 1841.

To *D. A. Blane*, Esq., Political Agent in Katteewar.

Sir,

With reference to former correspondence regarding Chottum Lall Bappabhaee, late native agent of the Katteewar Agency, I am directed by the Honourable the Governor in Council to transmit to you copy of a petition from that individual, dated the 20th November last, and of my reply thereto of this day's date.

In forwarding these documents, I am instructed to authorise you to refund to Chottum Lall that portion of the amount stopped from his pay while he was suspended, which is now in deposit in your office, and which has not been appropriated in any other way.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle,
24 February 1841.

No. 572 and 573.

Copy of the above letter to be sent to the Accountant-general and the Civil Auditor for information and guidance.

(signed) *J. P. Willoughby*,
Secretary to Government.

No. 574.

Resolution of Government in the Political Department.

Ordered, that an extract, para. 1, of the above minute by the Honourable the Governor, subscribed to by the Board, be transferred to the Revenue department, that the Revenue Commissioner may thence be instructed to appoint Chottum Lall Bappabhoy, late native agent of the Rajkote Agency, to the first situation of mamlutdar which may become vacant.

(signed) *J. P. Willoughby*,
Secretary to Government.

24 February 1841.

Extract Bombay Political Consultation, 24 March 1841.

No. 1532.

To the Honourable Sir *James Rivett Carnac*, Bart., President and Governor in Council,

The humble Petition of *Chotumlal Bapabhayee*, Inhabitant of Ahmedabad, now residing in Bombay.

Respectfully showeth,

That if Government entertains any suspicions as to your petitioner's honesty from Mr. Erskine's letter, dated 2d December 1837, in which that gentleman states, in reference to the Joonugud case, that your petitioner did intentionally omit

omit to give notice to Mr. Willoughby, the then Political Agent, of the letter which he received from the Nawab of Joonagud, through Shamjee Madowjee, he begs to offer the following explanation for your Excellency's consideration.

In the first place, the letter addressed to your petitioner by the Nawab contained nothing more than that Shamjee Madowjee, the person deputed, would in person inform your petitioner of the object of the deputation, which was, as your petitioner afterwards learnt, to inquire into the purpose to which the money requested by Purbhoolal and Keshuvlal, the Nawab's Karbharees at Rajcote, was to be applied, your petitioner then, in the course of conversation, hinted to him that there were no such dishonest dealings in the British Government, and that the demand might have been made by the Nawab's Karbharies for benefiting themselves, thinking that their trick would not be found out.

Again, as Mr. Willoughby was indisposed at that time, and did not admit any person into his presence, your petitioner was prevented from taking Shamjee Madowjee to that gentleman, and reporting the case to him. However, he requested Shamjee Madowjee to stay at Rajcote until Mr. Willoughby's recovery, but he could not persuade him to do so. Afterwards, when Mr. Willoughby got well, your petitioner did not think it proper to inform him of a case which he had no means to prove.

Your petitioner begs to state that he has brought all these circumstances to the notice of Mr. Erskine and also of Government, in a petition dated 17th January 1838. In this place, your petitioner takes the liberty to ask, that if Government entertains any suspicions against him on account of these circumstances, why was a proper and regular investigation of the case neglected?

Your petitioner begs also to request your enlightened Excellency's particular attention to the circumstance, that if he had been really concerned in the demand made by the Karbharees, how was it possible that they, whose honesty was at stake, would be so merciful to your petitioner as to refrain from mentioning his name in the list of their accomplices; and if any person did at all bear evidence against him, why should the deposition have been kept secret from him? Your petitioner further begs to state that when Mr. Giberne instituted an inquiry into his case, how did the result of that minute and strict inquiry prove the contrary of the charge?

Mr. Long, who was first commissioned to hold a trial of your petitioner's case, could not prove any of the charges preferred against him by persons envious of the trustworthy and respectable situation bestowed on him by Government. These persons, in order to accomplish their evil plans, went so far as to try to persuade Shamjee Madowjee to bear such evidence against your petitioner as would prove his ruin. However, fortunately to your petitioner, Shamjee, solely for the sake of honesty, resisted all their evil designs. The particulars regarding this point have been already communicated to your Excellency in a petition which he presented on the 20th November 1840.

In conclusion, your petitioner takes the liberty to represent that throughout the whole of this case there runs a line of invented schemes for his entire destruction; and Mr. Erskine, whom your petitioner has represented in most of his petitions, stated as seeking his ruin, has been at the bottom of it. As his conscience perfectly assures him of his innocence, and as he fully believes that the several representations handed up by him to Government would convince Government also of the same, he feels it a very heavy, nay, unbearable burden, to be so unjustly charged with dishonesty, and to have unnecessarily an irremediable stain on his character, which his whole object throughout his past life was to keep free even from suspicion, and therefore most humbly requests that your enlightened Excellency in Council will be pleased to take his case into your Excellency's serious consideration, and thereby relieve the character of a man who considers nothing more precious than a just observance of the principles of honour.

And your petitioner, as in duty bound, shall ever pray.

Bombay, (signed) *Chotumlal Babpahayes.*
11 January 1841.

Removal of Chotum Lall, Native Agent in Kattywar.

From *J. P. Willoughby*, Esq., Secretary to Government, to *Chotumlal Bapabhoy*, late Native Agent to the Rajcote Agency.

No. 1533.

In reply to your petition, dated the 11th January last, I am directed by the Honourable the Governor in Council to refer you to my letter dated the 24th ultimo, No. 570, and to inform you that the decision of Government therein communicated to you is final.

By Order, &c.

(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle,
17 March 1841.

Extract Bombay Political Consultation, 14 April 1841.

No. 2082.

From *D. A. Blane*, Esq., Political Agent, to *J. P. Willoughby*, Esq., Secretary to Government.

Sir,

In acknowledgment of your letter No. 571, of the 24th ultimo, with enclosures respecting the arrears of salary to Chotumlall Bapoobhae, late native agent, I beg leave to point out that, in the account forwarded with my letter No. 30, of 21st of January 1840, the undrawn salary of the native agent is shown to have been carried to the credit of Government, and not kept in deposit in this office, as would seem to be assumed in your despatch now under reply.

2. The amount of undrawn salary up to the 31st December last, as specified in the said account, was *Rs.* 12,348. 6. 2. According to the Government sanction, dated 19th May last, No. 990, a present was made to the late Mr. Gillies of 1,000 rupees; and the sums advanced to Bugwan Lall, to the extent of *Rs.* 1,173. 1., were subsequently carried to account under the authority of Mr. Chief Secretary Reid's, No. 2022, of 14th September last, making an aggregate of *Rs.* 2,173. 1., which, if considered to have been paid out of the amount above specified, would leave a balance of *Rs.* 10,175. 5. 2.

3. The total deductions from your petitioner's pay "while he was suspended," may, therefore, be held to be unappropriated; and assuming the period of suspension to have terminated on the date of the Government letter, No. 2126, of 9th November 1837, the amount due to him would be *Rs.* 4,338. 6. 2.

4. I would accordingly solicit the further instructions of Government as to the sum to be refunded, namely, whether the amount shown in para. 3 be correct, or whether any larger portion of the balance specified in para. 2 of this letter be included in the relief conceded to the petitioner by the present decision in his favour.

I have, &c.

(signed) *D. A. Blane*,
Political Agent.

Kattywar Political Agent's Office,
Rajkote, 4 March 1841.

Memorandum by the Political Secretary to Government.

No. 2083.

The orders of Government, dated the 24th ultimo, only authorise the payment to Chotum Lall of any portion of his pay between the dates of his suspension and dismissal which may have been unappropriated.

Chotum Lall was suspended on the 27th July 1836, and the orders of Government directing his dismissal are dated the 11th November 1837, showing a period of 15 months and 15 days, during which he remained under suspension, and his full salary for the whole of that period would amount to the sum of *Rs.* 4,658. 6. 2.

Removal of Chotum Lall, Native Agent in Kattywar.

Government, however, some time since, granted a donation of 1,000 rupees to the late Mr. Gillies, and to an individual named Bhugwan Lall, of *Rs.* 1,173. 1., making a total of *Rs.* 2,173. 1., in consideration of extra duty performed by them during Chotum Lall's suspension, and after his dismissal.

(signed) *J. P. Willoughby*,
30 March 1841. Secretary to Government.

No. 2084. MINUTE by the Honourable the Governor, subscribed to by the Board.

THE balance, deducting the above-mentioned items, should be paid to Chotum Lall.

(signed) *J. R. Carnac.*

No. 2085. From *J. P. Willoughby*, Esq., Secretary to Government, to *D. A. Blane*, Esq., Political Agent in Kattewar.

Sir,

IN reply to your letter dated the 4th ultimo, No. 52, I am desired, by the Honourable the Governor in Council, to observe that the orders of Government, dated the 24th February last, only authorise the payment to Chotum Lall Bapabhoy of any portion of his pay between the dates of his suspension and dismissal from his situation of native agent to the Rajcote agency which may have been unappropriated.

2. This individual, as you are aware, was suspended on the 27th July 1836, and the order of Government directing his dismissal was dated the 11th November 1837. The time, therefore, he remained under suspension was 15 months and 15 days, and his full salary for the whole of that period would amount to he sum of *Rs.* 4,658. 6. 2.

3. From this amount are to be deducted 1,000 rupees granted to the late Mr. Gillies, and *Rs.* 1,173. 1. to Bhugwan Lall, in consideration of extra duty performed by them during Chotum Lall's suspension, and after his dismissal.

4. The balance, or *Rs.* 2,485. 5. 2., should be made over to Chotum Lall, as directed in the second paragraph of my letter, dated the 24th February last, No. 571.

I have, &c.
Bombay Castle, (signed) *J. P. Willoughby*,
12 April 1841. Secretary to Government.

No. 1021 and 1022.

COPY of the above letter to be sent for the information and guidance of the Deputy Accountant-general in charge and the Civil Auditor.

(signed) *J. P. Willoughby*,
Secretary to Government.

No. 2668. Extract Bombay Political Consultation, 19 May 1841.

To the Honourable Sir *James Rivett Carnac*, Bart., President and Governor in Council.

The humble PETITION of *Chotumlal Bappabhoy*, Inhabitant of Ahmedabad, now residing in Bombay.

Most respectfully showeth,

THAT your humble petitioner had taken the liberty of presenting to your Excellency a petition, dated the 20th November last, and in answer to it he was informed, on the 24th February last, by order of the Honourable the Court of Directors, that Government was precluded from appointing him to a situation

Removal of Chotum Lall, Native Agent in Kattywar.

tion similar to one which he held at Kattewar; that the Revenue Commissioner was requested to appoint him to the first vacancy of mamlutdarship that may occur; that his request to be permitted to draw the full salary of his former situation from the date of his suspension up to the date when he might be re-employed could not be complied with; and that Government was pleased to sanction the repayment of a portion of the amount stopped from his pay while he was suspended, and which had been deposited in the Katteeawar treasury.

In reply to this order, your poor petitioner is compelled, and he therefore takes the liberty to repeat some of his former statements, which he trusts will serve as clear proofs in support of his claims.

1st. That certain persons, with malicious motives, made misrepresentations against your petitioner to Government, through Mr. Erskine, the then Political Agent, and the Government, without demanding from him any explanation regarding them, may probably have referred the same to the Court of Directors, and have obtained the orders of his suspension.

2d. That on hisapplying to Government for the investigation of his case, an inquiry was instituted through Mr. Giberne, at Rajcote; that the charges raised against him were entirely removed; and that a report was accordingly transferred by him to Government.

3d. That he is astonished to find that the Court of Directors should send an order of such a nature, in the face of such a report, in which that officer acquits him of all the charges laid against him.

Further, your petitioner begs to state that he would accept the offer of a lower situation which has been made by the Government, which is at liberty to do anything. But he begs leave to state that he was suspended by the misrepresentations made by some of his enemies, and he is glad that the Governor permitted him to live up to this time, which enabled him to acquit himself of the charges, and therefore he is liable to have a higher situation than the former; but instead of granting this favour, the Government has offered him a lower situation; which how can he accept without any charge being proved against him? And by mere misrepresentations, the services rendered by him for a period of 27 years have all been passed over, and that he feels this very much whenever it occurs to his mind.

On the arrival of Mr. Giberne at Rajcote to inquire into the case of the petitioner, his enemies could not plot anything against him, except that they instigated Meeya Jaffer and Koly Suvoy, on a promise to set them at liberty from the imprisonment they were under, to give false evidences against him respecting the case of Dusada village; but fortunately for the petitioner, their depositions proved a falsehood; and if the Government still entertains any suspicions regarding the latter case, he requests that an order for proving the same may be issued to the authorities there. He begs to enclose two memorandums of the miss-statements regarding this case, which your petitioner learnt from Nagjee Gunneshjee, of Moze Punchasur, Talooka Rajunpoor. Your Excellency in Council, on taking this memorandum into full consideration, will, your petitioner trusts, be convinced of the misrepresentations of his enemies; and he requests, therefore, that the salary of his former situation may be paid to him till he obtains another situation similar to his former one. He was unjustly suspended, obliged to undergo a trial before the court of justices, which put him to considerable expenses, and lost all his personal property, and the services formerly rendered by him have all been passed over. This is a great oppression upon him, and he requests that your Honourable Board, who is the principal fountain of justice and equity, will be pleased to forward this, together with all the Government proceedings in his case, with a recommendation in his behalf to the Court of Directors; and he trusts that the Honourable Court will, from the strict and impartial report of Mr. Giberne, be convinced of his innocence, and order the restoration of his former situation to him, or of one equivalent to it.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Chotumlal Bappabhoy.*

Bombay, 8 March 1841.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 2669.

MEMORANDUM by the Political Secretary to Government.

IN regard to this individual's case, I beg to refer the Honourable Board to my memorandum, dated the 21st December last, which will be found to contain a complete summary of all circumstances connected with the causes which led to his removal from the situation of head native agent in the office of the Political Agent in Kattywar.

2. The Honourable the Court of Directors have recorded their opinion that this Government has taken too lenient a view of this person's guilt, and have directed, that if he should be hereafter re-employed in the service of Government, it shall be only in a subordinate situation.

(signed) *J. P. Willoughby,*
Secretary to Government.

4 May 1841.

No. 2670.

MINUTE by the Honourable the Governor, subscribed to by the Board.

PETITIONER to be informed that the decision of Government, passed in his case, cannot be disturbed.

(signed) *J. H. Crawford.*

TRANSLATION of a Statement made by *Nagjee Gunnesh*, respecting the Bribes that were given to different Persons on account of the Dussuda Robbery.

THE total amount of rupees got out at three different times from Dussuda, was 4,500 rupees, of which—

2,000 rupees were brought by Meea Bappoojee and Soora Pooja, in Jest, Sumvut 1888.

1,300 rupees were brought by Colie Anunda and Mea Bhimjie, in Shrawan of the same year, and

1,200 rupees were brought by Mea Bappooja, in the same month.

Total, 4,500 rupees, which were disposed in the following manner:

From the first amount of 2,000 rupees were given,

	Rs.
To Madowrow Bappa, through Sawraee and Jaffer	1,000
„ Govindrow Nurbur	600
„ Madee Gora, on account of former transactions	400
Rs.	2,000

From the second amount of 1,300 rupees were given,

	Rs.
To Madowrow Bappa	600
„ Umrutlal Ummechund	500
„ Goolabraee	100
„ Sundry expenses	100
Rs.	1,300

From the third amount of 1,200 rupees were given,

	Rs.
To Hurrybhaee	300
„ Patell Sawraee	300
„ Ditto ditto „ Gangjee, for hire of carts	150
„ Mea Jaffer	450
Rs.	1,200

This

Removal of Chotum-Lall, Native Agent in Kattywar.

This was the information given to me while I was in gaol, in the month of Shrawan, by Colie Suwraee, Sungree Jetta, and Hurreebhaee, when I questioned them on the subject. I then asked Colie Suwraee, that such being the circumstances, on what grounds did he mention Chotumlal's name, when he replied that he was persuaded to do so, although he was going to state Madowrow's name, the person actually concerned in the affair.

When I saw Hurreebhaee confessing that he did not give a pice to Chotumlal, I put the same question to him, when he said he was threatened and forced to sign the invented statement of Chotumlal's having received bribes.

I was also told by them that there were two documents, one in the possession of Sungvee Jetta, and the other in that of Patel Wala Washram, which distinctly and correctly give this information, and prove Chotumlal to be an innocent man.

Sumvut 1893. Vyshak Vud Beeg.

TRANSLATION of a Statement made by *Nagjee Gunness.*

WHEN I asked Colie Sawaee why did he falsely say, in the open court, that Madowrow received only 85 rupees, while the actual sum was 1,600; that Goindrow received 25 rupees, while the sum paid to him was 600; and that Chotumlal received 1,000 rupees, when he did not touch a single rea? He replied that Mr. Erskine and Moonshee Lootfoolla compelled him to do so. I then asked him how could he make such false statements, when he was bound by his oath to say nothing but truth? On which he said, that when Mr. Erskine, who was also bound by his oath to do justice, obliged him to do so, he had no alternative.

No. 2671.

From *J. P. Willoughby*, Esq., Secretary to Government, to *Chotumlul Bappabhoy*, late Native Agent to the Rajcote Agency.

Sir,

IN reply to your petition, dated the 8th March last, I am directed, by the Honourable the Governor in Council, to inform you that the decision which has been passed by Government in your case cannot be disturbed.

By order, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 14 May 1841.

No. 4891.

Extract Bombay Political Consultation, September 1841.

To the Honourable Sir *James Rivett Carnac*, Bart., President and Governor in Council, &c. &c. &c.

The humble PETITION of *Chotum Lal Bappabhyee*, Inhabitant of Ahmedabad, now residing in Bombay,

Most respectfully showeth,

THAT, on presenting a petition to Government, on the 8th March 1841, your humble petitioner received an answer on the 14th May, informing him that the decision already passed in his case could not be disturbed; that the tenor of this reply, your petitioner with due deference begs to state, leads him to think that the object of his last petition has been misunderstood; for his prayer was, that all the papers connected with his case, particularly Mr. Giberne's report, which is the result of a patient, strict, and impartial inquiry, should be transmitted to the Honourable the Court of Directors, who as your petitioner is told, in the reply, dated 24th February 1841, have probably, on Mr. Erskine's unfounded statements, given their decision against your petitioner's restoration to his former office in the Katteeawar Agency, and who may, after reviewing all the proceedings in the case, be induced to do impartial justice to an old servant of theirs, whose fidelity and innocence have now been so clearly established.

Your

Removal of Chotum Lall, Native Agent in Kattywar.

Your petitioner, therefore, again takes the liberty to request your Honour in Council will be pleased to order all the reports, as well as his petitions and Government replies to them, to be forwarded to the Honourable the Court of Directors, who, he is perfectly satisfied, always study to encourage the innocent industry of their loyal subjects, and to ameliorate their condition.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Chotumlal Bappabhyee.*

Bombay, 17 May 1841.

(True extract.)

(signed) J. P. Willoughby,
Officiating Chief Secretary.

No. 3942.

Extract Bombay Political Consultation, 3 August 1842.

No. 2023 of 1842.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to Captain *G. L. G. Jacob*, Acting Political Agent in Katteewar.

Sir,

WITH reference to former correspondence relative to Chotum Lall, late native agent of the Katteewar Political Agency, who was dismissed from that office in 1837, in consequence of the strongest suspicions of his having participated in the extensive system of bribery, discovered in the previous year to have existed amongst the native establishment of that agency; I am directed to transmit to you an extract, paragraphs 6 and 7 of a letter from the Honourable the Court of Directors, No. 7, dated the 22d of March last, on the subject.

2. Mr. Erskine, the late Political Agent in Katteewar, had preferred four charges against Chotum Lall, on the first and fourth of which he has been acquitted; but the second and third have not been actually proved. The Government, however, recorded its opinion that strong suspicion of guilt attaches to this individual in regard to both of them.

3. I am now, however, desired to inform you, that under the views expressed by the Honourable Court, the Honourable the Governor in Council has resolved that the second and third charges against Chotum Lall should be investigated *de novo*, in his presence, and that that individual should have every fair opportunity of clearing himself from the strong suspicion which at present attaches to him.

4. The Governor in Council has further resolved that this re-investigation should, in the absence of Mr. Blane, the Political Agent, be conducted by you; and I am instructed to state that Chotum Lall has been informed of the same, and requested to be present on the occasion, for the purpose of defending himself.

5. In conclusion, I beg to request that you will report the result for the information of Government.

I have, &c.

Bombay Castle,
30 July 1842.

(signed) *L. R. Reid,*
Chief Secretary to Government.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 3943.

No. 2024 of 1842.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to *Chotum Lall Bappa Bhyee*, late Native Agent of the Rajkote Agency.

Sir,

I AM directed by the Honourable the Governor in Council to inform you, that under the instructions of the Honourable the Court of Directors, Government has resolved that the second and third charges which had been preferred against you by Mr. Erskine, the late Political Agent in Katteewar, should be re-investigated in your presence, and that you should have every fair opportunity of clearing yourself from the strong suspicions existing against you.

2. Captain Jacob, the Acting Political Agent in Katteewar, has been instructed to conduct this investigation; and I am desired to request that you will be present on the occasion to defend yourself.

I have, &c.

Bombay Castle, 30 July 1842.

(signed) *L. R. Reid*,
Chief Secretary to Government.

No 6011.

Extract Bombay Political Consultation, 22 December 1842.

No. 221 of 1842.

From the Acting Political Agent in Katteewar, to *J. P. Willoughby*, Esq. Secretary to Government, Bombay.

Sir,

WITH reference to Mr. Chief Secretary Reid's letter, No. 2023, dated 30th July last, transmitting extracts, paras. 6 and 7, from a despatch from the Honourable the Court of Directors, dated 22d March 1842, No. 7, and conveying the commands of Government that I should investigate *de novo* the second and third charges preferred by Mr. Erskine, the late Political Agent, against Chotum Lall, the late native agent; I do myself the honour to represent that on searching the records of this office, I cannot ascertain any exact catalogue of charges preferred by Mr. Erskine, there being numerous assertions of malpractices scattered throughout a variety of reports; but on referring to Mr. Chief Secretary Wathen's letter, No. 2128 A, dated 11th November 1837, I perceive four charges out of the number are particularised; the first of these, regarding the acceptance of certain Poojee materials, appeared not substantiated at the time; and the fourth was tried before the Judicial Commissioner in March 1839: I therefore conclude that Government intends the remaining two charges on this list should be investigated; viz., first, an alleged bribe given by Ootumchund Ghandee, the ex-minister of Poorbundur; secondly, alleged bribes given in Sumvut 1880 (A.D. 1823-24), and Sumvut 1884 (A.D. 1827-28), by the Palitana talooka. Should my view of this case be incorrect, I beg to be favoured with further instructions on the subject.

2. The preliminary information requisite to enable me to conduct the inquiry into these two charges is not, I beg to report, forthcoming in the records of this office. I have only for my guidance Mr. Erskine's letters, No. 355 of 12th October and No. 397 of 1st December 1836, the last throwing no light on the transactions under discussion; the Government letter of 11th November 1837 above quoted; Chotum Lall's petition to Government, dated 17th January 1838, forwarded with your letter of 10th March, No. 448, and Mr. Erskine's reply thereto, dated 28th September 1838, No. 373. The appendices to Mr. Erskine's report of 12th October apparently contain the whole of the criminatory matter that is now to be re-investigated, and would seem essential to enable me to shape my inquiry; but they have not been entered with the letter, and a diligent search through the rough papers of the office has failed to supply me with them. A further letter from this gentleman, dated 20th February 1837, is, I perceive, alluded to in Mr. Wathen's letter of 11th November following; but this also is missing. I beg therefore that I may be favoured with these documents,

ments, or with copies of the same, as may appear to the Honourable the Governor in Council requisite for the ends of justice; in the meantime, to enable me to conduct the inquiry with effect, I deemed it my duty to examine preliminarily the witnesses, who from the information within my reach I had summoned for the purpose. I do myself the honour to submit copies of their evidence; viz.:

Of Wullubjee Ootumchund, son - } of the late ex-minister of Porebundur.
Of Kubba Ootumchund, son - }
Of Deewan Roogonathjee, nephew - }

These depositions prove that no grounds existed for the accusation against Chotum Lall of his having received a bribe or present from Ootumchund Ghandee; and the Honourable the Governor in Council may probably herein perceive cause for acquitting him of the charge, without further inquiry, should any doubt remain. I beg to suggest that Kheema Kotaree, whose testimony was deemed wanting in the 8th para. of the Government letter of 11th November 1837, and who is now said to be in Bombay, should be required to give his evidence, or be directed to attend on me for the purpose.

3. Earnest applications have been made by the Nuwab and others, on behalf of Ootumchund's widow, to spare her the indignity of being forced to appear as a witness before me, and being duly sensible of the deep prejudices of her caste on this score, and being at the same time of opinion that no further information can be elicited than what has already been obtained from her sons, I beg, should Government conceive the charge to call for further inquiry, that I may be permitted to obtain her evidence by a commission.

4. Mungleljee Roopsee, conspicuously alluded to in the depositions annexed, is now, I am told, in Kutch; this individual is a designing intriguer, on whose word no reliance can be placed. It would seem necessary, however, to confront him with the sons and nephew of Ootumchund, in case of any further inquiry being directed; and the same course would appear requisite as respects Mr. Erskine's moonshee Looft Allee, who, I am informed, is now in Surat; the commands of the Honourable the Governor in Council on these points are solicited.

5. I feel that some apology is due for my troubling you with an incomplete report; but you will, I hope, perceive my dependance on the documents herein solicited, and my inability to do justice at this interval of time to the inquiry entrusted to me in the absence of any accuser, or party interested in the prosecution, and in ignorance of the entire evidence on which Mr. Erskine's opinion of his native agent's guilt was based.

I have, &c.

(signed) *G. L. Jacob*,
Acting Pol. Agent.

Katteewar Political Agency, Rajkote,
29 September 1842.

Enclosure to Government Letter, No. 221 of 1842.

Wullubjee Ootumchund, a Banian of the Ghandee tribe, aged 28 years, inhabitant of Kotiana, formerly of Poorbunder, now in the service of the Nuwab of Joonaghur's Minister, Jubber Shet, summoned and examined on oath this 27th day of September 1842, at Rajcote, before Captain Jacob, Acting Political Agent.

Question 1. State what you know regarding an alleged bribe of a gold chain, said to have been given by the late Ootumchund, your father, to one of the Government karkoons?—*Answer*. I know nothing whatever of any such circumstance.

2. Do you know of your mother's having made any complaint to this effect?—I do not know of her making any such complaint.

3. Did you at any time make any deposition before Mr. Erskine, the former Political Agent; and if so, what was its nature?—I signed a paper before Munguljee and the moonshee who were with Mr. Erskine, but I do not know its contents.

4. When was this?—It was in the year Sumvut 1892, when Mr. Erskine came to Kotiana. I don't remember the month.

5. Explain how you came to sign a paper of which you knew nothing?—My brother came to call me to my mother's; I lived in a separate house; I accordingly went there. I saw Mr. Erskine seated, and Munguljee and the moonshee. Munguljee said to me, "Your mother has made a statement, and has signed it with her mark; do you also sign it." I replied, "Let me read it first, and I will sign it." Munguljee said, "Of what use your reading it; your mother has made a statement, can you not sign it also?" I answered as before. Munguljee said, "What I have done has been for the benefit of your family, and if you refuse to sign the statement, the Sahib will become angry, and send you all back to Poorbunder." I then became alarmed, and signed the paper. At this time Mr. Erskine, who was seated a short way off, rose and left the house, and Munguljee and the moonshee joined him, and went away also. I then went to my mother's, inside, and asked what she had been doing about the paper. My mother replied, that Munguljee had assured her he had been arranging for her restoration to Poorbunder. I asked what she had written; she replied that she did not know. I asked if she had kept a copy; she replied that she had not. I then complained that I had signed, because I believed she had made the statement. We then resolved to depute my brother after Mr. Erskine's camp, to obtain a copy of the paper we had signed. My brother, Quewun, accordingly went, I think, to Gunodor Leelakha, one stage off,-I forget whereabouts Mr. Erskine had halted, and asked Munguljee, on my mother's and my behalf, for a copy of the paper that we had signed. Munguljee told him he was a fool to make such a request, and sent him back; consequently we did not know what was written.

6. Who was Munguljee, that you should have confided in him in this blind manner? —Munguljee Roopsee was formerly in my father's employ, when he was minister of the Rana, and is besides of our caste.

7. Did Mr. Erskine ask you any questions?—No.

8. Did that gentleman say anything to you?—No.

9. You stated that he was seated a short way off; was he superintending the examination or conversation, as you term it, between Munguljee and yourself?—No; he was too far off for this.

10. Where is now Dewan Ghandee, and who is he?—At Kotiana; he has, I believe, been ordered to attend here. He is my cousin; his name is Dewan Rugoonathjee.

11. Did he never speak to you about a gold chain belonging to your father given away to anybody?—Never.

12. Do you know anything of any deposition made by him on this subject?—Nothing.

13. Do you live together, or is there intimacy between you?—No, we have separate houses, and are not particularly intimate.

14. Is there any enmity between you?—No, there is neither friendship nor enmity; but we do not place any confidence in him.

15. When Mr. Erskine visited your mother's house in Kotiana, as stated, with the moonshee and Munguljee, who was with your mother?—I do not know; my brother, Kubba, came to fetch me.

16. Who was there on your arrival?—I stopped at the verandah to speak with Munguljee, as stated; afterwards when I went inside, I found her alone. Kubba went with me.

17. When did your father die?—In the month of Ensha, Sumvut 1891, (A. D. February 1835).

18. When was he turned out of Poorbunder?—In Sumvut 1888, (A. D. 1831/32).

19. Remembering your oath, say whether you have ever heard your mother speak on the subject of a gold chain given to anybody by your father?—I never heard her say anything of the kind.

20. Do you know Chotum Lal?—No.

21. Did you ever see him?—No.

22. Have you had any intercourse with any one on his behalf, on the subject of the present inquiry, directly or indirectly?—No.

Sworn to before me, this 27th day of September 1842.

(signed) *G. L. Jacob*, Acting Political Agent.

Rajcote, 28 September 1842.

Kubba Ootumchund, a Banian of the Ghandee tribe, aged 19 years, inhabitant of Kotiana, formerly of Poorbundur, now residing at Joonaghur, in the service of His Highness the Nawab of Noonaghur, called before Captain Jacob, Acting Political Agent, and examined on oath.

Question 1. Are you a son of Banian Ootumchund, commonly termed Ootum Ghandee? —*Answer*. Yes.

2. Do you know anything of a gold chain said to have been given by your father to some person in the employ of Government?—No.

3. Did you ever hear your mother converse on this subject?—Never.

4. Did she not make a deposition to this effect before Mr. Erskine, when that gentleman was at Kotiana?—Munguljee Roopsee asked her to sign a paper, which he said would secure

Removal of Chotum Lall, Native Agent in Kattywar.

secure an adjustment of my father's Poorbunder affairs, which she signed; but I don't know what the contents of the paper were.

5. Do you suppose your mother would thus sign a document without knowing its contents?—My mother knew nothing of its contents.

6. How do you know that your mother was ignorant of its contents?—My mother told me so.

7. Were you present when this paper was signed?—Yes.

8. State all particulars connected with this transaction that you yourself know?—Munguljee came to our house on a visit. My mother said to him, "It will be a great thing if my Poorbunder affairs can be arranged;" Munguljee said he would write a petition for her on the subject. My mother then begged him to come to eat his dinner; afterwards he came to dinner, and brought a paper with him, saying, "Sign this paper." My mother said, "Let me read it, and I will sign it." Munguljee said, "You womenkind do not understand these matters; I am working for your benefit, you should therefore sign this paper." My mother then signed the paper, and Munguljee said to me, "Come with me to the Sahib." I then accompanied him to Mr. Erskine, and that gentleman came to our house. I then went to fetch my brother, Wulubjee, saying, "The Sahib has come to our house, do you come;" my brother then accompanied me to our mother's house. The Sahib was seated in an outer apartment, my mother was inside. Munguljee and the moonshee took my brother aside and threatened him, on which he also signed the paper. Mr. Erskine, the moonshee, and Munguljee then left the place. My brother then spoke to my mother about this paper, to know what it was about; my mother said she did not know. It was then resolved to send my brother, Jeewun, after Munguljee, who had left the town with Mr. Erskine, to ask for a copy of the paper; Munguljee told him he was mad to make this request. My brother then returned without a copy.

9. You say that Munguljee came to dine with you, and yet that he took you away to Mr. Erskine's; how is this?—My mother signed the paper, and Munguljee then eat his dinner, and afterwards took me with him to Mr. Erskine.

10. Where was Mr. Erskine then?—He was outside the Thepra gate, seated in a chair under a tree; the tents had been sent on to the next stage.

11. Did Mr. Erskine ask you any questions when Munguljee took you to him?—No; I made my salam, and stood at a distance.

12. Do you know what report Munguljee made to Mr. Erskine?—No; I did not hear what he said.

13. Do you know whether Mr. Erskine put any questions to your mother on his visit to your house?—Not before me; my mother told me that Mr. Erskine had asked her what expenses she had incurred on being released from Poorbunder, and that she had replied, "Uorut admee ko khubur nuheen," females were ignorant on such matters. Munguljee then spoke, saying, "I have taken her deposition."

14. Where were you when this conversation occurred?—I had gone to fetch my brother.

15. When did your mother tell you of it?—On being now sent for, my mother told me that such was the conversation.

16. Did she not tell you anything about it at the time?—No.

17. Can you account for this surprising omission?—I am now only 19, and then I must have been 11 or 12.

18. Can you state when this circumstance took place?—It was in Sumvut 1892, but I can't remember the month.

19. How is it you remember your brother Jeewun being sent for a copy of a paper, and what he said when he came back one stage after Munguljee?—I remember it, and their talking about it; I heard him relate what had passed on his return.

20. How do you know what passed between your brother Wullumbjee and Munguljee, on your bringing him to your mother's house?—Wullubjee told me; I did not hear it myself.

21. Did this take place before Mr. Erskine?—Mr. Erskine was seated at a little distance in the pursal,* and the moonshee and Munguljee were with my brother in the verandah.

22. When did your brother tell you that he had been threatened, and so signed?—He said so at the time.

23. Do you know Chotum Lal?—No.

24. Do you know who he is, and have you ever seen him?—He was a Government servant; I have never seen him.

25. Have you ever had any communication from any quarter as to the nature of the evidence you should give on coming before me?—My mother told me what to say on her part, and to represent that it would be a disgrace to her, and contrary to the custom of our caste, for her to attend to give evidence, so she told me all she knew, and I have told the sahib accordingly.

26. Can you swear that, to the best of your knowledge and belief, no member of your family has had communication, directly or indirectly, with Chotum Lal on the subject of this evidence?—I swear it; I knew of no such communication or hint.

27. Where is Kheema Kotaree, and who is he?—He is in Bombay; he is a Banian, of the Sortia tribe.

28. Is

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* Entrance room or hall, the osree or closed verandah being outside of it, and the dining, sleeping apartments, &c., inside.

Removal of Chotum Lall, Native Agent in Kattywar.

28. Is he related to you, or what connexion has he with your affairs?—He is no relation, but he was under my father when karbaree of Porbundur, and was confined along with him and released at the same time.

29. Did he transact any business for your father afterwards?—He used to accompany my father in getting their Poorbundur affairs arranged; after my father's death he went to Bombay.

30. Can you state whereabouts he is in Bombay?—He has a shop for sale of cloths, but whereabouts I know not.

31. Do you know whether his shop is under the name of any particular firm?—I don't know.

Deposed on oath before me this 28th day of September 1842.

(signed) *G. L. Jacob*,
Acting Political Agent.

Rajkote, 29 September 1842.

Duwun Roogunathjee, a Banian of the Ghandee tribe, aged 41 years, summoned; and examined on oath before Captain Jacob, Acting Political Agent in Katteewar.

1. *Question*. Are you related to the late Ootumchund Ghandee; if so, state the affinity?—*Answer*. Ootumchund was my father's brother.

2. I perceive it stated in the Political Agent's records, that you made a deposition before Mr. Erskine, touching certain appropriation of a gold chain by him; state the particulars of this affair?—I had taken the village of Phoolrama in farm for ten years, belonging to Kherun Beebee, of Joonaghur, and lost all my money upon it. I then came to Rajkote, to petition the Political Agent on the subject. I came before in Sumvut 1892, the month of Jet, (June 1836). I knew none here, except Munguljee Roopsee, who was a Poorbundur acquaintance, so I put up at his house. I explained to him the motive of my journey hither; Munguljee bid me stay, and said that he would take an opportunity of making my case known to the moonshee, Mr. Erskine's moonshee, I don't know his name, and of presenting me to him; I thus staid a month. Mungaljee then said, I have spoken of your matter to the moonshee, come with me to him. I then accompanied Munguljee to the moonshee; Munguljee said, "Here is Ootum Ghandee's nephew." The moonshee asked me if this were so, I replied, "Yes, I am Ootum Ghandee's nephew." Munguljee then conversed in a whisper with the moonshee, but what he said I did not hear; the moonshee then said to me, "You will have to go to Kotiana." I asked why? He said, "I have heard it alleged that your uncle gave a chain, go you to Kotiana and institute inquiries into this matter." I replied, "Whom am I to ask? I know nothing about this." The moonshee repeated what he before said, and I replied, "How can I act in a matter that I am ignorant of?" The moonshee said, "You must write a statement about this chain, because what I have heard reported to be the case requires corroboration; on your so doing, I will speak to Mr. Erskine, and get your Poorbundur and your farm affairs both satisfactorily arranged." I said, "This is good, but how can I depose to a false statement?" He replied, "It is stated, that Ootum Ghandee gave a gold chain weighing 20 gudeeanas, and you must give your testimony." I refused so to do. The moonshee then said, "I must write this in your name, whether you agree to say so or no." Munguljee then brought pen, ink, and paper, and said to me, "Do as you are told, and state that the chain was given." I asked to whom was it given, I know nothing about it, how can I depose on the subject? He said, "Never mind to whom it was given, do you write that it was given away." Munguljee said, "Do so, and all your affairs shall be arranged for you." I replied, "If I comply with your request, I must not be examined or confronted, for I cannot corroborate such a statement before anybody's face." Munguljee said that I should not be further questioned, but that I had merely to write. I then wrote according to what Munguljee dictated, and after that, I returned to the town to Munguljee's house. Munguljee had ordered his wife to inform me that henceforward I must pay for my board, I therefore fasted that day, and having no money, went without food until the 3d day, when Ram Sungjee, the Rana's brother, whom Mr. Erskine had brought from Poorbundur and confined, had been released and came into the town. He sent for me, and took me into his service. Munguljee's wife then cooked for me the food I brought to her house, and there I continued to eat my meals, until Mr. Erskine went into the Nuggur country, and thence to Poorbundur. Munguljee then bid me join that gentleman's camp at Poorbundur, and said that my affairs should be arranged. Ram Singjee and I then left for Poorbundur, but the sahib became sick, and after eight or nine days embarked for Bombay, so that I returned without anything being done for me to Kotiana.

3. When and where did this interview with the moonshee take place?—In the moonshee's house. I think it was in Asar or Srawun of Sumvut 1892 (July or August 1836), but I cannot now remember the date; the interview took place in the forenoon about nine or ten o'clock.

4. Did you corroborate the statement before Mr. Erskine?—No.

5. Did you at any time see Mr. Erskine relative to this affair?—I never once saw Mr. Erskine, except to make my salam at a distance; Mr. Erskine never spoke to me.

6. Since you wrote the statement yourself, mention what you deposed to?—I cannot remember; I was sick and in great poverty and distress of mind; it was about a gold chain, I think, but do not exactly remember; there may have been other matters, or there may not. It was a karistan (intrigue) of Munguljee's; I cannot remember what he said.

7. Did

Removal of Chotum Lall, Native Agent in Kattywar.

7. Did you retain any copy of the statement?—No; I asked for a copy, but it was refused me. Munguljee asked me of what use it would be to me.

8. Since you knowingly wrote a false statement then, how am I to believe your statement now?—I was in deep distress and poverty; they told me that I should be relieved, and that whether I wrote the statement or not, that it must be written or their word would be disproved. What could I do? I had not even a handful of jowaree to eat. The frost of St. 91, destroyed my crops on which I had expended all my means. My wife was in like poverty with myself, and we had pledged everything we had.

9. What assurance can I have, since you told a falsehood from selfish motives then, that you are not doing so from some concealed motive now?—What motive can I have now; the sahib does not promise good or evil, threaten or expostulate; why should I not tell the truth; what could I do then, situated as I was?

10. Do you know whose name was taken as the party to whom the gold chain was said to have been given?—No.

11. Have you not since heard?—No, I have not.

12. Do you know Chotum Lal?—No; I have seen him at a distance, but otherwise I do not know him. When my uncle lived, if there were any affairs to transact he used to do them.

13. How could you be in such distress as you have stated, since Ootum Ghandee was your uncle?—Ootum Ghandee was wealthy before his being confined at Poorbundur in St. 1881, when all his effects were sold towards paying the fine of 1,75,000 corees demanded by the Ranee's people; afterwards he had credit, but no wealth. His three years' subsequent karbar enabled him to marry his two sons; he died in St. 1891, in the month of Muha.

14. Did you serve as a writer under your uncle?—I was in the Rana's service, who gave me jeewaee, and I kept the Durbar books.

15. Will you swear that you never made any entry in these books of sums expended for gifts or otherwise for Chotum Lal?—I never did, I kept the house expenses chiefly; there were many writers.

16. Have you had any conversation with any one respecting the object of your being now sent for?—No; Hubeeb Khan ordered me to attend here, saying you had sent for me, but did not tell me why.

17. Has any communication been sent you on the subject, either orally or in writing, by any party whatever?—None whatever.

18. Do you mean to say that you were not aware of the cause of your being summoned until you came before me this day?—I asked the suwar who came to Kotiana for me, but he could not tell me; on reaching Joonaghur I asked Hubeeb Khan, neither could he; and I only came here at nine o'clock last night.

19. Have you had no conversation with any one here on the subject?—Hubeeb Khan ordered me to have no intercourse with any one until I had been in your presence, and I have spoken to no one.

20. Where did you put up last night?—At the Nuwab's ootara in Rajkote.

21. Are you ready to depose to what you have here said in the presence of Moonshee Looft Allee, and of Munguljee Roopsee?—Certainly, I will state the same before them.

22. What is now your occupation?—I keep the account of the Nuwab's ministers at Kotiana.

Deposed on oath before me, this 29th day of September 1842.

(signed) *G. L. G. Jacob,*
Acting Political Agent.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Anderson.*

6012.

1. It is quite clear, from the evidence accompanying this report, if that is the whole evidence, that Chotum Lall would be acquitted on the charge of having received a gold chain from Ootum Ghandy, and, if it is to be believed, it is equally clear that the most improper means were resorted to, to ensure his conviction.

2. In compliance with the Honourable Court's orders, that charge, and any others on our records which were not at the time disproved, must be re-investigated.

3. All the papers connected with this case may be sent in original to Captain Jacob, with the exception of the Minutes of Government. These should be returned with the Political Agent's report.

4. The widow of Ootum Ghandy may be examined by a commission.

5. Keema Kotaree may be requested to proceed to Rajcote, or, if he declines to

Removal of Chotum Lall, Native Agent in Kattywar.

to do this, he may be examined on interrogatories to be prepared by the Political Agent, and to be sent to the senior magistrate of police at the Presidency.

6. Menguljee Roopsee should be summoned from Cutch, and the Munshee Looft Alee should be sent to Surat in charge of a peon, in order that they may be confronted with those who now declare that they were compelled to give false evidence against Chotum Lall.

7. I am not aware that we can do anything more at this stage of the inquiry.

(signed) *G. Arthur.*
G. W. Anderson.

No. 3104 of 1842.

6613.

From the Secretary to the Government of Bombay to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

1. I AM directed to acknowledge the receipt of Captain Jacob's letter, No. 221, dated the 29th September last, submitting copies of the evidence of the persons named in the margin,* connected with the charges of bribery preferred, in 1838, by Mr. Erskine, then Political Agent in Kattywar, against Chottum Bappabaee, late native agent of the Rajcote Agency.

2. In reply, I am desired to request that, in compliance with the instructions contained in paras. 6 and 7 of the letter from the Honourable the Court of Directors, dated the 22d of March last, you will be pleased to investigate, *de novo*, the second charge against Chottum Lall, namely, of having received a gold chain from Ootum Ghandy, as well as any other charge or charges against that individual which were not at the time disproved.

3. In order to facilitate this inquiry, I am desired to forward to you the original documents, noted in the annexed list, connected with this case.

4. Adverting to the 3d para. of your letter, I am desired to convey to you the authority of Government to examine the widow of Ootum Ghandy by a commission.

5. The individual named Kheema Kotaree, has been requested through the senior magistrate of police to proceed to Rajcote, but should he decline to do so, that officer has been instructed to communicate his refusal to you, in order that you may prepare and forward a memorandum containing interrogatories, so that he may examine that individual at Bombay.

6. In regard to the person named Munguljee Roopsee, alluded to in the fourth paragraph of your letter, I am directed to authorise you to summon that person from Cutch.

7. The magistrate of Surat has been requested to send to Rajkote the moonshee named Looft Alee, in order that Munguljee Roopsee and this person may be confronted with those who now declare that they were compelled to give false evidence against Chotum Lall.

8. In conclusion, I am desired to request that the original documents accompanying this letter, may be returned with your report.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 21 December 1842.

*1. Wullubjee Ootumchund.
2. Kubba Ootumchund.
3. Dewan Rugoonathjee.

No. 3105 of 1842.

6614.

From the Secretary to the Government of Bombay, to *P. W. Le Geyt*, Esq, Senior Magistrate of Police.

Sir,

I AM directed by the Honourable the Governor in Council to request that you will be pleased to summon before you a Banian shopkeeper, named Kheema

Removal of Chotum Lall, Native Agent in Kattywar.

Kotarree, who formerly resided at Porebunder, and intimate to him that his presence is required at Rajcote, for the purpose of given evidence before the Political Agent in Kattywar, in a case of importance now pending before that officer.

2. Should this person decline to proceed to Rajcote, the Governor in Council requests that you will communicate his refusal to Mr. Malet, the Political Agent, who has been instructed in such a case to forward to you a memorandum of interrogatories, in order to enable you to examine him in Bombay.

Should you be unable to discover Kheema Kotarree, you will be pleased to make a reference to the Political Agent on the subject.

I have, &c.
(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay Castle, 21 December 1842.

No. 3106 of 1842.

6015. From the Secretary to the Government of Bombay to Sir *R. K. Arbuthnot,* Magistrate of Surat.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you an extract, paragraph 4, of a letter, dated the 29th September last, from Captain Jacob, then Acting Political Agent in Kattywar, and to request that you will be pleased to send the moonshee therein alluded to, named Looft Ali, in charge of a peon, to Mr. Malet, the Political Agent at Rajkote.

I have, &c.
(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay Castle, 21 December 1842.

LIST of PAPERS sent to the Political Agent in Kattywar, on the 21st December 1842, regarding the Charges of Bribery against *Chotum Bappoobhaee,* late Head Native Agent of the Rajkote Agency.

1. From the Political Agent in Katteewar, dated the 6th July 1836, No. 213, with enclosures.
2. Reply to, dated the 4th November 1836, No. 2086.
3. Translate of a letter from Chotum Lal Bappoobhaee, dated 17th July 1836.
4. Petition from ditto, dated 27th July 1836.
5. Resolution of Government in the Political Department, dated 4th November 1836.
6. To the Political Agent in Katteewar, dated the 4th November 1836, No. 2,087.
7. To J. P. Willoughby, Esq., late Political Agent in Kattywar, dated 4th November 1836, No. 2,088.
8. From the Political Agent in Kattywar, dated 12th October 1836, No. 355, with enclosures A. to D.
9. From ditto, dated the 1st December 1836, No. 397.
10. From J. P. Willoughby, late Political Agent in Kattywar, dated 10th December 1836.
11. Substance of a letter from Chotum Lall Bapphoobhaee, dated 11th December 1836.
12. To the Political Agent in Kattywar, dated the 11th November 1837, No. 2,128 A.
13. From the Political Agent in Kattywar, dated the 31st December 1837.
14. Reply to, dated 23d March 1838, No. 521.
15. Translation of a petition from Chotum Lall Bappoobhaee, dated 17th January 1838.
16. To the First Assistant in charge of the Kattywar Agency, dated 10th March 1838, No. 448.

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17. Substance of a petition from Chotum Lall Bappoobhaee, dated 24th May 1838.
18. To the Political Agent in Kattywar, dated 26th June 1838, No. 1,211.
19. Petition from Chotum Lall Bapphoobhaee, dated 10th October 1838.
20. From the Political Agent in Kattywar, dated the 28th September 1838, No. 373.
21. To ditto, and to the Acting Judicial Commissioner for Guzerat and Konkan, dated 25th November 1838, Nos. 2292 and 2293.
22. To Chotum Lall Buppoobhaee, dated 25th November 1838, No. 2294.
23. From the Officiating Judicial Commissioner, dated 10th December 1838.
24. To the Political Agent in Kattywar, the Officiating Judicial Commissioner for Guzerat and Chotumlall Bapphoobhaee, dated 10th January 1839, Nos. 79 to 81.
25. From G. Giberne, Esq., dated 5th March 1839, with enclosure.
26. To the Political Agent in Kattywar and Chotumlall Bapphoobhaee, dated 22d May 1839, Nos. 943 & 944.

Extract Bombay Political Consultation, 11 January 1843.

General, No. 410 of 1842.

Government, No. 232 of 1842.—Political Department.

From the Acting Political Agent in Katteewar to *J. P. Willoughby*, Esq., Secretary to the Government, Bombay.

No. 54.

Sir,

Chotum Lal.—Reporting that certain documents connected with the case of, applied for to the Palitana Durbar, are not forthcoming, and soliciting further instructions in consequence.

1. With reference to my letter, No. 221, dated 29th September last, I do myself the honour to submit translate of the Palitana chief's reply to my requisition for books and witnesses acquainted with the transactions of the years A. D. 1823–24 and 1827–28. The former, he says, have never been returned to him; and the only person informed of what they relate to in the Durbar Dufturee is dead. I have had the office examined, but the books are not in it; and if they have not been returned to the chief, they must have been carried off by some of the intriguing characters who were unhappily concerned in the inquiries which Mr. Erskine was induced to set on foot at the period these books were before him. You are aware that a complete change has since taken place of the principal native functionaries of the agency, so that I can gain no information regarding them.

2. Under the circumstances stated by the Palitana Durbar, there appear no grounds on which to base further inquiry; and I beg, therefore, to solicit the further instructions of Government.

I have, &c.
(signed) *G. L. Jacob*,
Acting Political Agent.

Katteewar Political Agency, Rajkote,
1 November 1842.

Translation of Letter from *Gohel Nowghunjee* and *Koour Purtab Singjee*, Chief and Koour of Palitana; dated Asoo Sood 2d, 1898 (A. D. 6 October 1842.)

A. C.

The Sahib's letter, dated 20th September has been received, in which is written that in Sr. 1880 and in 1884, certain items of Sookree were inserted in the books of this Durbar, as given to Chotum Lal, and that this was ascertained on the books being handed in; pursuant to a complaint against the Shet preferred by us, and requiring the transmission of these books, with the attendance of any person acquainted with the transactions they refer to. In reply we beg to state, that consequent on a dispute between Shet Wukutchund, regarding the share reserved to us by the farm, we complained against him in Sr. 1892, and our books were sent for to examine into the accounts between the Shet and this Durbar. On their being examined two items were discovered. At this time the inquiry into Chotum Lal's business was going forward; for these items the Shet's books were also sent for, and both books compared. In those of the firm one item was found in them credited to Chotum Lal Moteebhaee Khata, and another entitled "Lushkur Khuruch," camp expenses. On this the Political Agent inquired how the difference between the Durbar books and those of the firm should have arisen, and directed us to make rigid inquiry, and report thereon. On this we examined the Durbar Dufturee Mehta Dosa Jeyram, and instituted strict

Removal of Chotum Lall, Native Agent in Kattywar.

inquiry; but the Mehta declared that these items were not given to Mehta Chotum Lal. This we reported at the time, and the matter was not further inquired into. The writer of these books, Doso Mehta, has since died; and the books themselves have never been given back to us. From that day we never entertained any suspicion regarding these items.

(True translation.)

(signed) *G. L. Jacob*,
Acting Political Agent.

No. 28 of 1843.—Political Department.

No. 55.

From *J. P. Willoughby*, Esq., Secretary to Government, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of Captain Jacob's letter, dated the 1st November last, No. 232, reporting that the Palitana Durbar is unable to furnish certain documents required in the re-investigation of the second charge of bribery preferred against Chotum Lall by Mr. Erskine, in 1838, and to refer you to my communication of the 21st ultimo, No. 3104, conveying the instructions of Government for your guidance in this case.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 7 January 1843.

Extract Bombay Political Consultation, 22 March 1843.

No. 13 of 1843.

No. 1173.

From the Political Agent, Katewar, to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 21st December last, No. 3104, directing me to investigate *de novo* the second charge against Chotum Lal Bapabhaee, of having received a gold chain from Ootum Gandee.

2. Enclosed are my proceedings in the case, from which you will perceive that there is not the slightest evidence to prove the charge. I have accordingly acquitted Chotum Lal Bapabhaee.

3. Although Mr. Erskine states in the 7th para. of his letter of the 12th October 1836, "I took the depositions of the widow of the ex-minister and of her son," the loss of the original Guzerattee documents, and the absence of all intimation on the English versions forming enclosure (B.) of the depositions having been made before him, or of oath having been administered, prevented me from making use of them as formal depositions before a competent authority, which I hope will meet the approval of Government.

4. The object of Government being solely to establish the guilt or inocence of the accused, I do not consider myself called on to make any further remarks on the case.

5. With reference to the last para. of your letter, I find that several of the documents forwarded to me are wanting in this office. I detain the volume, therefore, pending inquiry into the political charge, by the conclusion of which I hope the requisite extracts will have been completed.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Kattewar Political Agency Office,
4 February 1843.

Removal of Chotum Lall, Native Agent in Kattywar.

Enclosure to Government Letter, No. 13 of 1843.

PROCEEDINGS of a Court of Inquiry held before *A. Malet*, Esq., Political Agent in Katteewar, this 3d day of February, A. D. 1843, pursuant to the directions of Government contained in Mr. Secretary Willoughby's Letter, No. 3104, dated 21 December 1842.

Chotum Lal Bapabhee, late Native Agent of the Katteewar Political Agency, is present, and is charged with having in the year Sumvut 1888 (A.D. 1831-32), received from Ootumchund Gandee, Ex-minister of the Porbunder State, a gold chain, weighing about 20 guddeeanas, and a sum of about 1,500 korees in cash, shortly after Ootumchund Gandee's release from confinement at Porbunder.

Chotum Lal Bapabhaee is asked whether he is guilty or not guilty; he pleads, Not guilty.

Moonshee Loolf Ullah Khan, and Munguljee Roopsee are called into Court.

A letter from Mr. Willoughby, dated 21st December 1842, No. 3104, Political Department, is read and recorded.

(No. 1.)

To *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of Captain Jacob's letter, No. 221, dated the 29th September last, submitting copies of the evidence of the persons named in the margin, connected with the charges of bribery preferred in 1838, by Mr. Erskine, then Political Agent in Katteewar, against Chotum Lal Bapabhaee, late native agent of the Rajkote Agency.

1. Wulludjee Ootumchund.
2. Rubba Ootumchund.
3. Dewan Ruggoonathjee.

2. In reply, I am directed to request, that in compliance with the instructions contained in paras. 6 and 7, of the letter from the Honourable the Court of Directors, dated the 22d of March last, you will be pleased to investigate *de novo* the second charge against Chotum Lal, namely, of having received a gold chain from Ootum Gandy, as well as any other charge or charges against that individual which were not at the time disproved.

3. In order to facilitate this inquiry, I am desired to forward to you the original documents noted in the annexed list, connected with this case.

4. Adverting to the 3d para. of your letter, I am desired to convey to you the authority of Government to examine the widow of Ootum Ghandy by a commission.

5. The individual named Khiema Kotaree, has been requested through the senior magistrate of police to proceed to Rajkote, but should he decline to do so, that officer has been instructed to communicate his refusal to you, in order that you may prepare and forward a memorandum, containing interrogatories, so that he may examine that individual at Bombay.

6. In regard to the person named Munguljee Roopsee, alluded to in the 4th para. of your letter, I am directed to authorise you to summon that person from Cutch.

7. The magistrate of Surat has been requested to send to Rajkote the moonshee named Loolf Ali, in order that Munguljee Roopsee and this person may be confronted with those who now declare that they were compelled to give false evidence against Chotum Lall.

8. In conclusion, I am desired to request that the original documents accompanying this letter may be returned with your report.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 21 December 1842.

(No. 2.)

The Evidence of *Bhaee Luckmee*, Widow of Ootumchund Gandee; Caste Mor Waneea; aged about 40 years, dated St. 1899, Post Sood 11, or 9 Zilhej Hoojee 1258 (12th January 1843), taken by commission by His Highness the Nuwab, is read and recorded.

Question. Formerly in St. 1892 (A.D. 1836), did Mr. Erskine come to your house?—*Answer*. Yes, he came.

When he came did you write anything?—Munguljee himself had brought a writing with him.

What was the writing about?—When Mr. Erskine came to Koteeana, Munguljee was with him; and to visit me, he came to my house. I said to Munguljee, will our Porbundur business be settled? He said, ah! well, I will give a petition on the Porbundur business to the gentleman. Thus having said, he rose. I asked him to come and dine, and he consented and went away; afterwards at dinner time he came to my house, and desired me to affix my mark to a paper; I desired him to read the paper to me, but he said, it is concerning your Porbunder business; what can a woman understand of it; do you fancy there is any difference between your son, Rubba, and me; put your mark. I therefore affixed my mark; after this, Munguljee dined, and asked me to send Rubba with him to the Sahib, on which I sent him with Munguljee; after this Munguljee called the Sahib; I was sitting in the inner room (orda), and the Sahib sat in the outer one (osree); and the Sahib said to me, when you left Porbunder what expenses were you at? I replied that I did not know, and Munguljee said, I have a memorandum of it; the Sahib said, how is it that the Bahee says one thing and you another? he replied, Sahib, with me is the memorandum (yad); after he had said this, the Sahib rose and went away.

Removal of Chotum Lall, Native Agent in Kattywar.

When you wrote, who of the people of your house were present?—Munguljee himself brought it ready written to my house, and made me put my mark to it; at that time my son Rubba was sitting with me.

The deposition above written, as far as I know what passed, is true as I swear.

× Sign of *Bhaee Lukmee.*

(True translation.)

(signed) A. Malet, Political Agent.

Note.—A translation in Guzerattee of Lukmee Bhaee's evidence as contained in Mr. Erskine's letter of the 21st October 1836, was sent to the Nuwab of Joonaghur, with a request that he would obtain her answer as to its truth; the above questions were sent to be put to her, in case she should deny that evidence. She did deny it altogether, and the above deposition was then taken.

(signed) *A. Malet,* Political Agent.

Munguljee Roopsee and Moonshee Loolf Ulah Khan, both state that the paper was written before her, and the moonshee says, the questions were put in English and explained to her by him, and written down by another, but both decline putting any question.

Chotum Lal declines putting any questions.

(No. 3.)

The evidence of *Kheema Jeooraj Kotaree,* taken on oath before the chief magistrate of police, and sent to me by him in a letter of the 17th January 1843, No. 31.

Question 1. On reference to the records of the Political Agency, it appears that on the 14th May 1836, Bhaee Lukmee, the widow of Ootum Gandee, stated that you were present when her husband, on his release from confinement at Poerbunder, took from her a gold chain weighing 20 gudeeanas, which, with a diamond ring and a sum of 2,000 korees, he gave to Chotum Lal Bappabhaee; and further, that you are informed of everything that occurred of this nature. You are therefore called on to state the particulars of this transaction, or anything of this nature that you may recollect?—*Answer.* I and Ootum Gandee were in confinement, and we both were released together on Kartucksood 11th of Sr. 1888. I do not know anything of the gold chain and diamond ring, said to have been taken by Ootum Gandee from his wife Luckmee, widow, nor do I know anything of 2,000 korees said to have been given by him to Chotum Lal Bappabhaee. As soon as I was released from confinement I was sent to Kootyana of Nabab, with Kheema and Ruttonjee, the sons of Ootum Gandee.

2. On the same date it also appears that Wullubjee Ootumchund deposed, that he obtained from you, at the time of his father's release from confinement at Porbunder, the sum of 1,500 korees, which he gave to his father, Ootum Gandee; state if you recollect this transaction, and the purpose to which the money was applied?—While I was at Kootyana, Wullubjee Ootumchund carried from my wife at Porbunder the sum of 800 or 1,000 korees, I do not recollect which; my wife told me this while I was at Kootyana. My wife paid the money without my order, and Ootumchund afterwards told me that his son got the money from my wife for their expenses.

(signed) *Khanjee Jewrojkotaree.*
(signed) *A. Malet,* Pol^{l}. Agent.

Sworn to before me this day, 13th day of January 1843.

(signed) *P. W. Le Geyt,*
Justice of the Peace.

Chotum Lal declines putting any questions.

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3 February 1843.

No. 4.

Rubbo Ootumchund, Caste Buneea, age 18 or 19, Inhabitant at present of Joonaghur, in the service of the Nuwab, is called, and, being duly sworn and admonished, deposes as follows:

Question. Your mother mentions your name as having been present when she signed a paper brought by Munguljee Roopsee; state, therefore, what you know regarding a gold chain, said to have been given by your father to Chotum Lal Bappabhaee?—*Answer.* Mr. Erskine came to Roteeana, and with him Munguljee. Munguljee was in my father's service in Porbunder, and therefore came to visit my mother, who said, you were at Porbunder; well, he replied, about Porbunder, we will petition the Sahib; he was then leaving, and my mother requested him to stay and dine. He came and dined, bringing with him a paper, and desired my mother to sign it. She said, "read it;" he replied, "it is concerning your Porbunder affair; I will not injure your business;" on this she signed it, and Munguljee rose to go away, and she said, take him with you to the Saheb. I went with him, and made my salaam, and the Saheb came to our house with me; the moonshee and Munguljee and my mother was sitting in the orda,* and the Sahib in the osree pursal.† The Sahib said, "what expenses were you at when you came from Porbunder?" She replied, "I do not know." The Sahib said, "Munguljee, you said so; how is it the Bhaee speaks thus?" Munguljee then showed the paper, and said, "this is the paper of it;" on this the Sahib rose. This I know.

You

* Inner apartment.

† Verandah.

You saw your mother sign the paper; do you know what were its contents?—No.

Did you never hear what was written in that paper?—No.

More than you have above stated, did any conversation pass with your mother when Mr. Erskine was at your house?—No.

Who spoke to your mother?—I had gone to call Wullubjee, my brother, therefore I was not present; my mother told me.

Did not your mother say who conversed with her?—She said the Sahib asked her.

When the Sahib came to your house, did you immediately go and call Wullubjee?—Yes.

Where was Wullubjee when you went to call him?—He was at his shop in the bazar.

How far is that from your mother's house?—About the same distance as Mooloo Wala's place is from this (about 300 yards).

Did you go there at once?—Yes.

Did your brother return with you immediately?—Yes.

When you returned with Wullubjee, was the Sahib still at your house?—Yes.

After that, how long did he remain?—Having made Wullubjee sign he went away. I was not close, but Wullubjee told me: I was in the angnee;* I could not see where the Sahib was sitting.

When you and Wullubjee returned, did you hear the hum of conversation?—No.

You state that Wullubjee signed the paper; was it read to him?—Wullubjee said it was not read to him.

Where is your mother a native of?—Porbunder.

Does she understand any language but Guzerattee?—She can understand a little of the Sipahee language, but cannot speak it.

When your brother came with you, did he go in and make his salam to Mr. Erskine?—I do not know.

Who did he first speak to?—I do not know, but Wullubjee told me that he had spoken with Munguljee, and the moonshee who took his signature.

You say he had not heard the contents of the paper, how then would he sign it?—He only can tell.

When you went with Munguljee to Mr. Erskine, what did that gentleman say to you?—Nothing, I stood afar off.

What time did the conversation at that time between Munguljee and Mr. Erskine occupy?—About a minute; Munguljee spoke in a low voice; I do not recollect that the Sahib said anything.

When Mr. Erskine had left the house, did any conversation take place concerning the paper?—Yes, some of our people asked my mother and brother what they had written; my mother said that she did not know; that she was told it was about the Porbundur affair, so she signed it. My brother also said he knew nothing about it, therefore my brother Jeewun was sent to get a copy; he went one march; Roojnath went with him, but he did not get a copy.

By *Moonshee Lootf Attah.*] What was your age at that time?—About 11 or 12 years.

Munguljee Roopsee declines questioning him. Chotum Lal declines any question.

Witness signs the paper, and withdraws.

Taken on oath before me this 3d day of February 1843.

(signed) *A. Malet*, Political Agent.

(No. 5.)

Wulubjee Ootumchund, Caste Buneea; age 27 or 28; inhabitant at present of Joonaghur, in the service of Jubber Shet, is called; and being duly sworn and admonished, deposes as follows:

Question. It appears from your brother's evidence that you signed a paper at your mother's house in the presence of Mr. Erskine; state what you know concerning this?—*Answer.* I signed; I was in the bazar; Mr. Erskine came to the house, and Kubba came and called me, and I went there; Mr. Erskine was sitting in a chair in the pursal, and the moonshee and Munguljee were sitting near the outside door of it. Munguljee said this paper concerns your Porbundur business; your mother has signed it, do you sign it, and your business will be done; the paper was closed; I signed it, and the gentleman rose and went, and Munguljee and the moonshee went with him. After this, my mother asked me what have you written: I said it is on our Porbundur business, and I asked her, and she said she did not know what was written; I said some day, if we shall be asked about this, what answer shall we give; so we sent my brother Jeewun one march to bring a copy, but he did not bring back any copy.

Do you know anything of a gold chain or money being given to Chatum Lal?—No.

Did you never hear your mother speak of these things having been given?—No.

Soon after your father was released at Porbundur, did you obtain money from any one?—No, from no one.

After your father's release where did he get money for your expenses?—I do not know where he got the money; I was not of consequence enough to be spoken to on such matters.

Did you ever obtain any money from Kheema Kotaree?—No.

Did you ever obtain money from Kheema Kotaree's wife?—No.

When

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* Porch.

Removal of Chotum Lall, Native Agent in Kattywar

When your father was released, did he first go to Koteeana, or did all your family go together?—We all went together.

After Kheema Kotaree had gone to Koteeana, did you receive any money from his wife?—No.

Kheema Kotaree in his evidence states, that you receive from his wife the sum of 800 or 1,000 korees; how is this that you deny it?—I know nothing of it, and never received it.

When you returned from the bazar with Rubba, did he enter the house with you?—I went in before him, so I do not know where he staid.

When you entered the house was any conversation going on?—I did not hear any.

You say Munguljee caused you to sign the paper; at that time did Mr. Erskine say anything?—No, I did not hear him speak.

When Munguljee told you to sign a paper, how was it that you consented without knowing its contents?—My mother had signed it; I was told that it was on our Porbundur business, and the Sahib was sitting there; why should I not sign it.

Had you any conversation with your mother before, concerning arrangements that Munguljee was to make for your Porbundur affair?—I lived separately, so I had no conversation on this subject; my brother called me, and I came.

After Mr. Erskine had left the house, what occurred?—I asked my mother what she had signed; she said it is about our Porbundur business; we sent for the copy, which we did not get.

Your brother returned without the copy; what happened after that?—Nothing; what could be done.

By *Munguljee Roopsee.*] You state the moonshee and I were with the sahib; was any one else there?—No, only three altogether.

By *Moonshee Lootf Allee.*] Is it customary amongst sowkars to sign a paper without knowing its contents?—I was young and inexperienced in business with the Government, and I signed it relying on Munguljee and my mother's signature.

Can your mother write?—She had made her mark, and Munguljee told me that my mother had signed.

By the *Court.*] Does your mother understand any language but Guzerattee?—No.

If any should speak to her in Sipahee language, could she not answer in Guzerattee?—No, she does not understand it.

Did your mother ever tell you whether she spoke with Mr. Erskine, or Lootf Alli, or Munguljee?—No; I never asked, nor did she ever tell me.

Did you never ask your mother why she signed the paper, without knowing its contents?—No.

Did your mother never mention what conversation took place between her and the sahib, and Munguljee Roopsee and Moonshee Lootf Ullah?—No, never; we did not converse on it.

When did you become aware of the contents of the paper?—When Captain Jacob told me.

Your mother and you thought that your Porbunder affairs were to be settled by this; when you found it was not so, did you make no inquiry?—Who was there to make a fuss about it; our affairs were ruined, how could we stir in it?

Captain Jacob informed you of the contents of the paper; what do you now know of it?—Captain Jacob told me that it was concerning a chain given to Chotum Lall, about which I know nothing.

Do you know that your mother had a gold chain weighing 20 guddeeanas?—No, I know nothing about it.

By *Moonshee Lootf Ullah.*] That paper you signed, by whom had it been written?—I cannot say with any certainty, but I believe it was Munguljee's writing.

When you came, did you observe any pens, ink, and paper there; and the paper you signed, do you swear that neither you nor any other took a copy of it in any book?—All that I know is, that Munguljee had pen, ink, and paper, and that I merely signed; no one took a copy, and the Sahib left immediately.

When your brother Jeewun could get no copy, why did you not petition the Political Agent?—I was altogether inexperienced in business with the sirkar, and had much to do to gain a livelihood; what could I do?

Chotum Lal declines questioning him.

Witness signs his deposition, and withdraws.

Taken on oath before me this 3d day of February 1843.

(signed) *A. Malet,* Political Agent.

(No. 6.)

Dhuwan Roognathjee, Caste Mor Buneea, age 40, inhabitant of Koteeana, in the service of Nathoo Khan Sirdar, at Junaghur, is called; and being duly sworn and admonished, deposes as follows:—

Question. You deposed before Mr. Erskine that you went with Ootumchund Gandee to Chotum Lal, and that Ootumchund gave to Chotum Lal a gold chain weighing 20 gudeeanas; what do you know of this?—*Answer.* I had in 1891 taken in farm the village of Ghoolrama for two years; the first year was frost; I suffered loss therefore, but kept it on

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in hope of regaining it for 1892; but that year, on account of loss and kherun beebee, the owner of the village sent a meeana mohsul on me. I therefore went to Rajkote, and put up at Munguljee's house; he was not then at home, but in the evening came home. At that time I met him, but we had no conversation; in the morning I told him the state I was in, and asked him to petition the Sirkar for me; he said he would go to the moonshee and consult, and would then speak to me. Four or five days afterwards he took me to the moonshee's house near the gaol; he told the moonshee, "Here is Ootumchund Gandee's nephew after about a ghurree trose," and went away. When Munguljee came home, I asked him what was done; he said, "I will mention it at a fitting time." About 12 days afterwards Munguljee said that the moonshee said, "I must write something about the gold chain, and then your business shall be done, and the Porbundur affair settled." I said, "How can I write?" He said, "If you write, your affairs will go well." I asked, "What am I to write?" He said, "As the moonshee directs." So he took me to the moonshee's house; he was in the orda,* and he brought out writing materials, and I wrote as he said. I said, "I write, but I cannot stand being examined." On this he said, "There is no need; this affair will rest here." I afterwards asked if my own affairs would be settled; he said, "Yes." I then remained 15 or 20 days more, but my affairs were not arranged. There was a dispute with me about my dinner, and Munguljee would not give me to eat, and I went into the service of Ramajee, of the Porbundur Bhayad, and got food from him, which was cooked for me at Munguljee's house. I stayed at his house one or three months; then Mr. Erskine went to Hullar and Porbundur. Munguljee told me to go there, and I went thither with Ramajee; I remained there 11 days, and then went to Koteeana; nothing was done for me, the Sahib had gone to Bombay.

You state that what you deposed to before Mr. Erskine was false; how am I to believe that false, and this true?—I never deposed to anything before Mr. Erskine, nor ever spoke to him.

Your former writing is in the shape of a deposition before Mr. Erskine?—I was ill at the time, and cannot recollect what or how it was written.

You state you remember where you went to write; how is it that you cannot remember what you wrote?—I cannot recollect; Captain Jacob asked me, and I gave the same answers.

Were you at Porbundur when Ootum Gandee was released?—Yes; when he was released I remained eight days with him.

Did you ever go with Ootum Gandee to Chotum Lal?—No, I never went; I did not even know Chotum Lal.

Do you know that Ootumchund gave a gold chain to Chotum Lal?—No; Mr. Willoughby released him; why should he give it?

You state that you went with Munguljee to the moonshee's; did you hear the conversation between them?—No, I did not hear.

When you went to the moonshee's house, did you see him?—Yes, he was sitting on a chair; I saw him.

Did Munguljee alone cause you to write?—Yes.

When it was written, was it read over to the moonshee?—Munguljee took it into the orda; I know not whether it was read to him or not.

By *Munguljee.*] Do you perfectly remember my taking you to the moonshee's house, and making you write?—Yes, perfectly.

Recollect yourself whether or not I did not go away on business, and Mr. Erskine sent for you, and examined you?—No, you dictated, and I wrote.

I was sent on business; did you not remain with the moonshee and carry on the business?—You were afterwards sent to Dussora, and told me to remain with the moonshee.

The moonshee declines questioning witness.

Chotum Lall declines questioning the witness.

Do you swear that no one has told you, either directly or indirectly, what evidence you are to give?—No one has in any way told me what evidence to give.

Have you any hope of profiting by the evidence you have now given?—None whatever.

Witness signs his deposition and withdraws.

Taken on oath before me this 3d day of February 1843.

(signed) *A. Malet*, Political Agent.

(No. 7.)

Moonshee *Looft Ullah Khan* is told that the witnesses have now been confronted with him, and he has heard their evidence, and has been required to cross-examine them. If he wishes to mention anything concerning his part in the business, he is at liberty, but not obliged to do so; he states as follows:—

I cannot swear to my recollection of the business; but what little I remember I will tell you. In Ootum Gandee's business, Dhuwan was the first person who mentioned it; and I believe that Mr. Gillies examined into it. I went to Koteeana with Mr. Erskine, and when the lushkur* left it at 4 p.m., the Political Agent and I and one or two others went to Ootum Gandee's house, and the Sahib held a conversation with his widow; and it was written, but by whom I know not, and the Sahib went away as did I; this much I remember. I was a person subordinately employed in writing and translating only, not a responsible man.

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* Inner apartment.

* Political Agent's Camp.

Removal of Chotum Lall, Native Agent in Kattywar.

Munguljee Roopsee is then informed to the same effect, but declines saying anything.

There is a discrepancy between the evidence of Kheema Kotaree and Wullubjee Ootumchund relative to the money borrowed from Keema's wife; but it does not affect their depositions as they bear on the subject before the Court.

There is no material deviation in the deposition of the witnesses from what they stated before Captain Jacob in his preliminary inquiry; nor do I see any reason to doubt the general facts of the case as detailed by them. According to the evidence, there is no proof whatever of charge against Chotum Lal, and he is informed that a report to this effect will be transmitted to Government.

[The Court is dissolved.

(signed) *A. Malet*,
Political Agent.

Kattywar Political Agency,
Rajkote, 3 February 1843.

No. 603 of 1843.—Political Department.

From the Secretary to the Government of Bombay to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, No. 13, dated the 4th ultimo, forwarding your proceedings in the re-investigation of the second charge of bribery, preferred in 1838 by Mr. Erskine, then Political Agent in Katteewar, against Chotum Lall Bappabaee, late native agent of the Rajkote Agency.

2. In reply, I am desired to inform you, that before coming to any decision in this case, Government will await the further report promised in the 5th para. of your letter.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 17 March 1843.

Extract Bombay Political Consultation, 29 March 1843.

No. 6 of 1843.—Political Department.

No. 1246.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Forwards for instruction petition of Lootfallah Khan, of Surat, stating that he has incurred considerable loss and expense in having attended as an evidence to this agency, and soliciting, therefore, a higher rate of allowance than that usually assigned to witnesses.

Sir,

1. I have the honour to forward a petition from Lootf Allee Khan, sent from Surat on your letter to the address of Sir R. K. Arbuthnot, dated 21st ultimo, No. 3106, in which he requests allowance for his travelling expenses and compensation for loss of time.

2. I cannot find any order allowing larger sums than 2 annas per diem for witnesses; I therefore am obliged to trespass on your time, and to request the orders of Government on the subject.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar, Political Agency, Rajkote,
23 January 1843.

To *A. Malet*, Esq., Political Agent in Kattewar, Rajcote.

Honoured Sir,

Once more I take the liberty of trespassing upon your time, respectfully begging your forgiveness for the same.

2. In answer to my memorial of the 14th inst., representing the difficulties that I had experienced during my journey from Gogo to Rajkote in the state of ill-health and the pecuniary loss that I had sustained in consequence, I am sorry to see from your reply of the 16th instant that you cannot allow me more than the "regulated" sum of 2 annas daily during

Removal of Chotum Lall, Native Agent in Kattywar.

during my journey to and from Surat and my stay here. But I beg leave to observe, that the sum alluded to cannot be a regulated sum for the persons of all ranks.

3. Previous to my having left Surat, I had the honour of discussing the point with the magistrate himself, who, in my presence, having interrogated his surrishtedar upon the subject, was answered, that a Banian, having formerly been sent to Rajkote, had received at the rate of 6 annas per diem, and the cart hire, &c., for his egress and ingress. To this I rejoined, that I, being a Moslem, cannot live upon mere vegetable food, and consequently 6 annas were insufficient for me; upon which Sir R. Arbuthnot told me that my travelling charges suitable to my respectability will be paid by the Political Agent; and himself ordered the sum of 2 rupees to be paid for my freight; whereas the boat-hire from Surat to Gogo for a common individual is no more than 6 annas.

4. I therefore most humbly beg of your Honour to order an adequate compensation for the damage I have incurred according to the memorial herewith subjoined; and it is more than probable that an inquiry in the native records here will prove to you that a respectable person of Bombay having formerly been sent for hire as a witness, had been proportionably paid for his travelling charges. Notwithstanding this, should there still appear the matter dubious, it may be referred to the Honourable Government; and I am sure it will not allow its faithful and honest subjects to suffer any loss whilst employed to perform their duty towards it; and amongst whom is,

Honoured Sir, &c.
(signed) *Looft Allah Khan,* Moonshee.

Rajkote, 21 January 1843.

MEMORANDUM.

	Rs.	a.	p.
Hire of two carts from Gogo to Rajkote, 8 rupees each - -	16	-	-
Ditto from Rajkote to Gogo - - - - - - - -	16	-	-
Boat-hire from Gogo to Surat - - - - - - -	2	-	-
Average of table expense for one month at 8 annas a day -	15	-	-
Loss of ditto allowed, if remained in Surat - - - -	15	-	-
Deprived of attending one Arabic scholar two hours a day -	30	-	-
TOTAL Ninety-four Rupees - - -	94	-	-

(signed) *Looft Allah.*

(True copy.)
(signed) A. Malet, Political Agent.

No. 1360 of 1842-43.

REPORT from the Civil Auditor.

No. 1247.

THE Civil Auditor begs to state, for the information of the Honourable the Governor in Council, that Lootfallah Khan, the party in question, is entitled to subsistence allowance, not exceeding one quarter of a rupee per diem, while on his journey to and from Surat, and for the period he was detained at Rajcote, agreeably to clause 9, chapter 6, of Regulation XIII, of 1827.

(signed) *E. E. Elliot,*
Civil Auditor.

Bombay Castle, Civil Auditor's Office,
21 February 1843.

No. 656 of 1843.

No. 1248.

From *J. P. Willoughby,* Esq., Secretary to Government, Bombay, to *A. Malet,* Esq., Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 8, dated the 23d of January last, forwarding a copy of petition from Looftallahkhan, soliciting a higher rate of allowance than two annas per diem, and in reply, to inform you that the Honourable the Governor in Council is pleased to authorise batta being paid to that individual at the rate of four annas per diem.

I have, &c.
(signed) *J. P. Willoughby,*
Sec. to Govt.

Bombay Castle,
23 February 1843.

Removal of Chotum Lail, Native Agent in Kattywar.

No. 1392.

Extract Bombay Political Consultation, 12 April 1843.

From *A. Malet*, Esq., Political Agent, to *J. P. Willoughby*, Esq., Secretary to Government.

Sir,

1. I HAVE the honour, with reference to your letter of the 7th January last, No. 23, to transmit my proceedings with enclosures in the case of the accusation against Chotum Lal Bappabhye, of having received from the Palitana farmer, in the year 1880, 540 rupees as sookree, and 500 rupees in the year 1884, on the same account.

2. You will observe, that in the enclosures (C.) in Mr. Erskine's letter of the 12th October 1836, in the thacor's chopras for 1880, Chotumlal's name is not mentioned in that for 1884. Chota Lal is mentioned, but that also is insufficient, and they are not authenticated as true translations.

3. Suspicion is raised by the absence of the original chopras, sent by the farmer, having been withdrawn; but from all the inquiries I have made, I cannot find that they were ever placed in the Political Agent's duftur; so that unless they have been accidentally mislaid, the suspicion must attach itself to those who originated the accusation, not to Chotum Lal.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
9 March 1843.

Enclosure to Government, No. 28 of 1843.

PROCEEDINGS held before *A. Malet*, Esq., Political Agent in Katteewar, in a Court of Inquiry, as directed in Mr. Secretary *Willoughby*'s Letters, dated 7th January 1843, No. 23, Political Department, and 21st December 1842, No. 3104, Political Department.

Chotum Lal Bapabhaee, late native agent of the Kattewar Political Agency, is present, and is charged with having received the sum of 540 rupees from the Palitana farmer, in the year Sumvut 1880 (A. D. 1823 or 1824), under the specification of sookree, and with having received the sum of 500 rupees from the Palitana farmer, in the year Sumvut 1884 (A. D. 1827 or 1828), under the specification of sookree.

Chotum Lal Bapabhaee is asked whether he is guilty or not guilty? He pleads, Not guilty.

Read, a letter from Mr. Secretary Willoughby, dated 7th January 1843, No. 28, recorded as No. 1.

Read, a letter from Mr. Secretary Willoughby, dated 21st December 1842, No. 3104, recorded as No. 2.

Read, a draft of a letter from Captain Jacob, to the Thakor of Palitana, dated 20th September 1842, recorded, No. 3, as follows:

"You complained against Shet Wukutchund, and in your chopras, which were produced, there appeared that sookree was paid to Chotum Lal in 1880 and 1884. Now, I am to investigate this business; therefore let the chopras for those two years, and any persons acquainted with this transaction, be quickly sent to me."

Read and recorded, reply of the thakor to the above date, Asoo Shood 2d, 1898, No. 4.

From *Gohel Noghunjee* and *Koour Purtab Sing*, of Bhownuggur.

"Your order, which was written on the 20th September, has been received; we write that you have required a man acquainted with the affair, and the chopras for 1880/84, in which, when we complained against Wukutchund, sookree appeared paid to Chotum Lal. As you are investigating the case,—

"We reply, there was a dispute with Shet Wukutchund concerning the farm, and in 1892 we complained against him, at which time inquiries were made, and our chopras were required; we sent them, and two items appeared. At that time there were complaints against Chotum Lal; and with reference to those two items, the shet's chopras were required and sent in, and in them one item to Chotum Lal Moteebhye, and another for Luskur Khurch appeared in them, and I was directed to explain how the difference arose. On this I inquired of Mehta Dosa Jairam, and made inquiry. These items were not paid to Chotum Lal: this was evident to us thus. We now state that this affair has not been agitated since that time, and the Mehta above-mentioned who wrote the chopras is dead, and the chopras which were sent to the Sirkar have never been returned to me, and I have not the slightest suspicion concerning these items.—1898, Assoo Shood 2d."

As

Removal of Chotum Lall, Native Agent in Kattywar.

As the thakor cannot produce the original chopras, the English translations of them, marked (C.) in the Political Agent's letter to Government, dated 12th October 1836, No. 355, are produced. Guzerathe translations are read and recorded. Nos. 5 and 6.

No. 7.

The Manager of the Palitana Farm, Motee Mulsopchund, aged 56, Waneea Versaooswar Heemabhy, Shet's Gomashta, Inhabitant of Ahmedabad, being duly sworn and admonished, deposes:

Question. You have heard read a translation of the English translation of the Palitana Thakor's chopras, for the year 1880, in which a sum of 540 rupees is entered as sookree to Chotabhye; what do you know of this?—*Answer.* I know nothing about it.

Do you know anything of a person named Chotabhye?—My shet has a son named Chotabyhe Moteebhoye.

Do you know whether in the year 1880 any money was paid to Choteebhoy Moteebhye?—Yes, in 1880, 500 rupees were paid to him as seerpaoo, when the shet came on a pilgrimage to Palitana; the durbar gave it on occasion of the durbar coming to dine with him.

Thus you account for 500 rupees, but 40 rupees still remains; how do you account for that?—I do not remember, but you will find it from my chopras.

(The farmer's chopras are examined, and the amount of 500 rupees to Chotabhye Motabhye appears in them, as well as 40 rupees to Anopsha.) I now recollect this, the Thakor gave it on the same occasion as the above.

Do you recollect whether any money was paid to Chotum Lal Bappobhye in that year?—No, I know that nothing was paid to him.

You have heard read a Guzerattee translation of an English translation of the Palitana Thakor's duftur for 1884, in which there is an item entered, "Mehta Chota Lal, sookree, 500 rupees;" what do you know of this?—There was an item of 500 rupees paid to Waljee Gomashta for sundry expenses in that year, but I know nothing of any payment to Chota Lal.

Do you know who is meant in the Thakor's chopras by Chota Lall?—No, I do not know any one, nor why the name has been entered.

Was this money paid to Waljee Gomashta himself, or to any one else on his account?—To Waljee himself.

Who is Waljee, and where is he now?—He is my gomashta, and is now at Palitana.

Do you remember whether, for sookree or any other account, any money was paid in that year to Chotum Lal Bappobhye?—No, I do not remember that any money whatever was paid to him.

In whose handwriting is this chopra?—In that of Jeewun Paricks, my gomashta.

These two leaves for 1880 and 1884, is there any difference in them, and are they also in his handwriting?—No, there is no difference; they are in his handwriting.

(No. 8.)

Jeewun Mukoondass, aged 61, Waneea Kupor, in the service of Shet Wukutchund, Inhabitant of Palitana, is called, and being duly sworn and admonished, deposes as follows:

The Guzerattee translation of the English translation of the Thakor's chopras are read to him.

Question. In this you perceive an item of 540 rupees given as sookree to Chotabhye; who is Chotabhye, and why was this given?—*Answer.* I do not know anything of it; the only person I know of that name is my shet's son.

Was any sookree given to the shet's son in that year?—The shet came with a sung, and 500 rupees were given as sirpao to him, but I do not know anything about the remaining 40 rupees; it will, I suppose, be found in the chopras.

The Guzerattee translation from the English translation of the thakor's chopras for 1884, is read to him.

Question. What do you know of the item of 500 rupees, marked Chota Lall's sookree?—*Answer.* I know nothing of it.

Do you know any one of the name of Chota Lall?—No.

Do you know anything of money having been paid to Chotum Lal Bappoobhye in that year?—No.

Who wrote the Izaradar's chopras for 1880-84?—I was the writer of those chopras, and Motee Sha of others; I can tell when I see them.

The chopras in question are shown to him, and he is asked if they are in his writing?—Yes, these chopras are written by me.

Observe particularly the chopras for 1880 and 1884, and state if you wrote them?—Yes, they are both written by me.

Were they written by you in their proper order, or at a subsequent period?—The detailed chopras were written regularly, and these were written when the durbar people came to make up the accounts at the end of the year.

Examine these two years' chopras carefully, and state if any alteration or addition has been made since the original entry?—They are perfect; there has been nothing done to them.

[Witness withdraws.

Removal of Chotum Lall, Native Agent in Kattywar.

Chotum Lall Bappabhye not being in any way implicated, either by the documents or evidence, is not called on for any defence; he is told that the Thakor's chopras are not forthcoming, and there is no proof of the charges brought against him, and that a report to this effect will be made to Government.

He states that at the former investigation he was not confronted with anybody, and had no opportunity given him of clearing himself.

(signed) *A. Malet*, Political Agent.

No. 1393.

MINUTE by the Honourable the Governor, subscribed to by the Board.

MR. MALET has omitted to return with this report the original documents forwarded to him with the Government letter dated the 21st December last, and he should be directed to supply this omission as soon as possible, in order that Government may decide upon this case.

(signed) *Geo. Arthur.*
27 March 1843. *T. M'Mahon.*
G. W. Anderson.

No. 732 of 1843.—Political Department.

No. 1394.

From *J. P. Willoughby*, Esq., Secretary to Government, to *A. Malet*, Esq., Political Agent in Katteewar, Rajcote.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter dated the 9th ultimo, No. 28, submitting your proceedings in the case of Chotum Lal Bappabhye, late native agent to the Rajcote Agency, charged with having received two sums of money as sookree from the Palitana farmer.

2. As you have omitted to return with this report the original documents forwarded to you with my letter dated the 21st December last, No. 3104, you are requested to supply the omission as soon as possible, in order that Government may decide upon this case.

I have, &c.
Bombay Castle, (signed) *J. P. Willoughby*,
6 April 1843. Secretary to Government.

No. 4 of 1843.—Political Department.

No. 1395.

From *R. K. Arbuthnot*, Esq., Magistrate, to *J. P. Willoughby*, Esq., Secretary to Government, Bombay.

Sir,

IN reference to your letter of the 21st December last, No. 3106, I have the honour to forward a bill for passage-money for conveying Lootfali and a peon from Surat to Gogo, and request you will have the goodness to obtain the sanction of the Honourable the Governor in Council for payment of the same.

I have, &c.
Zilla Magistrate's Office, Surat, (signed) *R. K. Arbuthnot*,
11 March 1843. Magistrate.

Removal of Chotum Lall, Native Agent in Kattywar.

The East India Company, Dr.	Rs.	a.	p.
To amount of passage-money paid for conveying Lootfali and a peon from Surat to Gogo, as per Government order, dated 21st December last, No. 3106	2	–	–
To ditto - for conveying the peon from Gogo to Surat, on his return from Rajcote	–	12	–
Rs.	2	12	–

(Errors excepted, and contents received.)

Surat, 28 February 1843. *Nowneedarai Gunairsdeam.*

I do hereby declare, that the above charges are just and correct, and that the same have been or will be paid as herein set forth.

(signed) *R. K. Arbuthnot,* Magistrate.

No. 733 of 1843.—Political Department.

From *J. P. Willoughby,* Esq., Secretary to Government, to Sir *R. K. Arbuthnot,* Bart., Magistrate of Surat. No. 1396.

Sir,

I am directed to acknowledge the receipt of your letter, dated the 10th ultimo, No. 4, and to inform you that the bill which accompanied it, for charges incurred in conveying the Moonshee Lootf Ali and a peon from Surat to Gogo, amounting to 2 rupees and 12 annas, has been passed by the Honourable the Governor in Council, and sent to the Civil Auditor.

I have, &c.
(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay Castle,
6 April 1843.

Extract Bombay Political Consultation, 12 July 1843.

No. 44 of 1843.

From *A. Malet,* Esq., Political Agent in Katteewar, to *J. P. Willoughby,* Esq., Secretary to Government, Bombay. No. 3044.

Sir,

I have the honour to acknowledge the receipt of your letter of the 6th instant, No. 732.

2. In returning the original documents, forwarded with your letter of the 21st December last, No. 3104, and while apologising for the delay, I beg to state that my incomplete establishment has had to copy no less than 235 pages, which were wanting to complete the records of this office.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency,
Camp Wudwan, 14 April 1843.

Minute by the Honourable the Governor, concurred in by the Board.

1. Chotum Lall Bappabhoy was formerly native agent in the office of the Political Agent in Katteewar. Chotum Lall was suspended from his situation on the 27th July 1846, in consequence of suspicions which Mr. Erskine, the then Political Agent, entertained of that individual having received certain bribes, and, on the 12th October following, Mr. Erskine submitted the result of his inquiries into the charges against Chotum Lall.

Removal of Chotum Lall, Native Agent in Kattywar.

2. The charges preferred by Mr. Erskine against Chotum Lall were four in number.

1st. Having received a set of pooja materials from a person named Rowjee Bapoojee.

2d. Having received a gold chain, the weight of 20 gudyanas (value not mentioned), from Outum Ganday, ex-Minister of the Porebunder state.

3d. Having received 540 rupees in 1823–24, and 500 rupees in 1827–28, as sookree (a present) from the Palitana state.

4th. Having received the sum of 300 rupees as a bribe to conceal his knowledge of the parties concerned in a very serious and extensive robbery committed in 1832, at the village of Moonjepoor, to the Dussara talooka in Katteewar.

Having received a set of pooja materials from a person named Rowjee Bapoojee.

3. The first of these charges was supported by the following evidence. An individual, named Rowjee Bappoojee, stated, that experiencing some difficulty in obtaining a settlement of "long-standing claims he had against some Grassiahs of Umrellee," he offered certain silver pooja articles to Chotum Lall, as a present, and understood that they had been accepted as such. In his defence, Chotum Lall stated that Rowjee Bappoojee had volunteered to get the articles made for him, and that he had received them with the intention of paying for them; and that the delay in making payment had been occasioned by Rowjee's not naming the price, although he had repeatedly requested him to do so. Rowjee Bappoojee denied the truth of this statement, and asserted that the present had been made by him to Chotum Lall on the 22d August 1833, but that tender of payment had not been made by that individual until the 13th June 1836.

4. On a perusal of the evidence produced in support of this charge, this Government was of opinion that an unpleasant degree of suspicion existed against Chotum Lall, but that the charge was not established against the individual, and therefore acquitted Chotum Lall of this charge.

Having received a gold chain of the weight of 20 gudynas, value not mentioned, from Otum Gandy, ex-Minister of the Porebunder State.

5. The second charge was supported by the following evidence. The widow of Otum Ganday (ex-Minister of Porebunder) stated that, when her husband was released from confinement through the intervention of Mr. Willoughby, when Political Agent in Katteewar, her husband took from her a gold chain, of the weight of 20 gudyanas, and said that it was intended as a present for Chotum Lall. Her son, on examination, said nothing about the chain, but stated that 200 corees were given by Outum Gaudy to a chobdar and jemedar; and Mr. Erskine reported that these persons acknowledged the receipt of the money. The nephew of the widow stated that he accompanied his uncle when he took the chain to Chotum Lall's house; that he himself remained on the outside, but Otum Gandy went in, and returned without the chain; that he asked his uncle to whom he had given it, but had received no answer. The widow referred to a person named Kheema Kotaree as having been present when her husband took the chain from her, but Mr. Erskine did not appear to have examined him. Chotum Lall peremptorily denied the charge, but produced no evidence in support of his innocence.

6. No proof having been adduced that the chain was actually given to Chotum Lall, or that it was ever in his possession, and nothing more having been proved than that Otum Gandy carried the chain to Chotum Lall's house, and was seen returning without it, this Government was of opinion that this charge had not been substantiated, although the circumstances of the case necessarily engendered suspicion, but nothing more, and that the evidence in support of the charge was insufficient for conviction.

Having received 540 rupees in 1823/24, and 500 rupees in 1827/28, as sookree (a present) from the Palitana State.

7. The third charge was founded on the discovery of two items in certain chopras (or books) of accounts produced by the thakoor of Palitana. The first was an entry of 540 rupees on account of Mehta Chota Baee's sookree (or present), for Sumvut 1880 (A. D. 1823-24), and the other an entry of 500 rupees, on the same account, for Sumvut 1884, (A. D. 1827–28). Palitana being under farm to Wuckulshah Heemabhoy, one of the most wealthy and respectable bankers of Guzerat, and the farmer's books being the originals from which the chief's accounts were copied; Mr. Erskine stated that he had demanded the latter books for the purpose of comparison, but that this demand had been long

met

met by evasion, and that on the books being subsequently produced, it appeared that the entries which should have corresponded with the suspicious ones in the chief's accounts had been falsified, and that the fraud had been so imperfectly executed as to confirm the entries in those accounts.

Removal of Chotum Lall, Native Agent in Kattywar.

8. On the whole, this Government did not consider that this charge had been sufficiently sifted, and decided that, although the circumstances of the case were full of suspicion, the guilt of Chotum Lall could not be considered as actually proved.

Having received the sum of 300 rupees as a bribe to conceal his knowledge of the parties concerned in a very serious and extensive robbery, committed, in January 1832, at the village of Moonjipoor, in the Dussara talooka, in Kattywar.

9. In regard to the fourth charge, various discrepancies existed in the evidence, and as this Government considered that doubt could never be wholly excluded from a case in which reliance must be placed on native testimony, and that too the testimony of confessed delinquents, this charge was regarded by this Government rather as one of vehement and scarcely conquerable suspicion against Chotum Lall, than one of positive conviction.

10. On a review of the whole of the proceedings submitted by Mr. Erskine, Government resolved that Chotum Lall should be dismissed from his situation, on account of the very strong suspicions which attached to him of his being guilty of the charges brought against him; but in consideration of the possible doubt which existed of his innocence, Government did not deem it expedient to adopt the recommendation made by Mr. Erskine, of dismissing Chotum Lall with disgrace, and determined to postpone for future consideration the propriety or otherwise of hereafter employing him elsewhere, in some inferior situation. Orders to this effect were issued by Government on the 11th November 1837.

11. These proceedings were reported to the Honourable the Court of Directors, on the 14th May 1838, and in reply, that authority, in a despatch dated the 21st August 1839, observed as follows: "The charges against Chotum Lall you considered as not so fully made out, and though he was dismissed from his situation, you consider him as not excluded from holding some other appointment under your Government; but we desire that if he be employed at all, it be only in a subordinate situation."

12. On the 17th January 1838, Chotum Lall presented a petition to Government, in which he strongly protested his innocence of the whole of the charges which had been preferred against him by Mr. Erskine, and solicited that a re-investigation of his case might be entered into. The petition of this individual was, on the 10th March following, referred to Mr. Erskine for any observations he might have to offer; and as it appeared from Mr. Erskine's reply, dated the 28th September following, that Chotum Lall had not been present to defend himself when the fourth charge against him was investigated by Mr. Erskine, this Government was of opinion that it would be only just to give that individual a re-hearing on that charge.

13. In coming to the resolution of giving Chotum Lall a re-hearing on this charge, this Government had no intention of restoring him to his former situation in Kattywar, should he, on a further inquiry, be able to exonerate himself from the imputation; but it appeared to Government that, if the result of that inquiry should be entirely favourable to that individual, it would more clearly open the way of his admission to employment in some other department under Government, and that if, on the other hand, the result of a re-investigation of this charge should be unfavourable to him, it would place him in a more unequivocal position than before, and afford grounds for his entire exclusion from future employment in the public service.

14. Under all the circumstances of the case, Government was of opinion that it should not be desirable to employ Mr. Erskine to conduct the re-investigation of this charge, and as Mr. Giberne, then Judicial Commissioner for the Deccan and Concan, was at that time on the point of proceeding on circuit to Dhoolka and Goga, it was determined to confide this duty to that gentleman, and on the 25th November 1838 Mr. Giberne was directed, during his approaching circuit, to visit Rajkote for that purpose.

15. The proceedings adopted by Mr. Giberne in the re-investigation of this (the fourth) charge, produced a conviction on the minds of this Government,

Removal of Chotum Lall, Native Agent in Kattywar.

that Chotum Lall was not guilty of having received the bribe imputed to him, and he was therefore fully acquitted of that charge.

16. In communicating this decision to Mr. Erskine, on the 22d May 1839, he was informed that as Chotum Lall had not been found guilty of any of the charges which had been preferred against him, although his conduct was still open to strong suspicion, Government considered it but right to modify the sentence which had formerly been passed against him, of dismissal from the service of Government, so far as to permit* his being employed on any vacancy occurring in any subordinate situation under the British Government, out of the province of Kattywar.

17. On the 9th June 1839, and the 20th November 1840, Chotum Lall submitted two further petitions to Government, in which he preferred the following requests, on the ground, as he stated, of his having been acquitted of all the charges which had been preferred against him by Mr. Erskine:—

1st. That he might be appointed to some situation similar to the one which he formerly held in Kattywar; namely, head native agent.

2d. That he might be allowed to draw the full pay of his former situation in Kattywar, from the date of his suspension in July 1836, up to such period as he might be appointed to some other situation; and,

3d. That, should Government refuse a compliance with the above requests, in consequence of the suspicions which attached to his character, a re-investigation might be ordered to be made into his whole case.

18. In reply, Chotum Lall was informed, on the 24th February 1841, that under the orders of the Honourable the Court of Directors, dated the 21st August 1839,† Government was precluded from appointing him to a situation similar to that which he had held in Kattywar; but as the Court had stated that they would not object to his being appointed to some subordinate situation, the Revenue Commissioner had been requested to nominate him to the first vacant mamlutdarship; Chotum Lall was at the same time informed, that Government could not comply with his application to be permitted to draw the full salary of the situation of head native agent to the Political Agent in Kattywar, for the period mentioned by him,‡ but that he would be permitted to draw the sum of *Rs.* 2,485. 5. 2., which remained unappropriated of the salary of his situation between the 27th July 1836, the date on which he was first suspended, and the 11th November 1837, the date of the Government order directing his dismissal.

19. In reply, Chotum Lall, in a petition, dated the 17th May 1841, appealed against the above decision, and solicited that his case might be referred for the re-consideration of the Honourable the Court. This request was complied with by this Government in a despatch dated the 31st August 1841, from which the following is an extract: "The whole of our proceedings in the case of Chotum Lall being now before your Honourable Court, it remains for you either to confirm the orders contained in your letter of the 21st August 1839, or to modify them, should you see any just and sufficient grounds for such a measure."

20. In reply, the Honourable the Court of Directors, in a despatch dated the 2d March 1842, observed as follows: "You have referred for our further consideration the case of Chotum Lall, late native agent to the Kattywar Political Agency, who was dismissed from that office because he was more than suspected to have participated in the extensive system of bribery discovered among the native

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* This was previous to the receipt of the Court's orders, to which I have alluded in para. 11 of this minute.

† "The charges against Chotum Lall you considered as not so fully made out; and though he was dismissed from his situation, you consider him as not excluded from holding some other appointment under your government; but we desire, that, if he be employed at all, it be only in a subordinate situation."

‡ From the date of his suspension, in July 1836, to such period as he might be re-employed by Government.

Removal of Chotum Lall, Native Agent in Kattywar.

native servants of the agency. He had not, however, been positively convicted of any corrupt act, and as it appeared that in one* of the charges preferred against him, he had not had an opportunity of defending himself, you determined that this one charge should be re-investigated by Mr. Giberne. On the re-hearing, the case against Chotum Lall broke down completely by the discrepancies between the testimony of the witnesses and the evidence they had given on the former investigation. He was, therefore, acquitted of this charge, and he has since petitioned for a similar re-investigation of his other imputed offences; but this you have not thought yourself at liberty to grant, in consequence of our having intimated to you that we had a strong impression of Chotum Lall's guilt, and directed that he should hereafter be employed by Government in no other than a subordinate capacity.

"It was quite within your authority, however, to order a new investigation, without reference to us, in a case which we had expressly stated to be only one of strong presumption, not positive proof, and the grounds we now have for believing that Chotum Lall has been calumniated in at least one† of the cases in which Mr. Erskine considered him guilty, give him a claim to be allowed to prove that a similar error was committed by that gentleman in the other three cases. Should the result be favourable to Chotum Lall, he may be allowed to retire on the usual pension (should he still wish to do so), or he may be appointed to any vacant situation for which he is duly qualified.

"You permitted Chotum Lall to receive the salary of his situation in Kattywar for the period which elapsed between his suspension and his removal from the office of native agent, deducting from the amount the sums which had been paid to certain persons in consideration of the extra duty performed by them during Chotum Lall's suspension, and after his dismissal. As he was not allowed the benefit of the salary which accrued after his dismissal, the sum paid to him ought not to have been diminished by the remuneration granted to others for services performed after that period."

21. I have stated in a former part of this minute, that four charges were preferred against Chotum Lall by Mr. Erskine in 1836, and that that individual was acquitted of the first charge by this Government in 1837; and of the fourth charge, on the re-investigation made by Mr. Giberne, under the orders of this Government, in 1839. This Government, in reviewing the proceedings of Mr. Erskine, in regard to the second and third charges, recorded its opinion that strong suspicion of guilt attached to this individual in regard to both of them, but that neither of these two charges had been substantiated. These charges were—

1st. With having received a gold chain, of the weight of 20 gudyanas, from Otum Gandy, ex-Minister of the Porebunder State.

2d. With having received sums of 540 rupees in 1823 and 1824, and 500 rupees in 1827 and 1828, as a present from the Palitana State.

22. Under the views expressed by the Honourable Court in their despatch dated the 22d March 1842, Captain Jacob, then in charge of the Political Agency at Rajkote, was, on the 30th July last, directed to investigate *de novo* the charges Nos. 2 and 3 in the presence of Chotum Lall, and to allow that individual every fair opportunity of clearing himself from the suspicions which attached to him in regard to both of those charges.

23. Captain Jacob commenced a preliminary re-investigation into these charges on the 27th September last. On the 4th February last, Mr. Malet, who had intermediately been appointed Political Agent in Kattywur, submitted to Government the proceedings which had been held before him on the preceding day in the presence of Chotum Lall, in a re-investigation on the second of the charges preferred against him by Mr. Erskine in 1836. In submitting the result of this investigation, Mr. Malet observes, that "there is not the slightest evidence to prove this charge against Chotum Lall," and that he has accordingly acquitted Chotum Lall of this charge. A careful perusal of these proceedings has convinced me of the correctness of Mr. Malet's finding, and his proceedings in regard to this charge should therefore be confirmed.

24. With a subsequent letter, dated the 9th March last, Mr. Malet has

* The fourth charge, *vide* para. 12 of this minute.

† The fourth charge, re-investigated by Mr. Giberne.

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submitted his proceedings on his inquiry of the other charge, which he was directed to re-investigate in the presence of Chotum Lall, and the result has been, as in the other charge, the acquittal of that individual. Mr. Malet's finding in this case appears to me to be fully borne out by facts. I find also that the Government of Sir Robert Grant expressed its opinion, in 1837, that this charge against Chotum Lall had not been sufficiently sifted, and decided that, although great suspicion attached to Chotum Lall, his guilt in regard to this charge could not be considered as actually proved. I entirely concur in the inferences drawn by Mr. Malet in this case, and his finding on this charge should be confirmed.

25. The Honourable the Court of Directors, in their despatch dated the 22d March 1842, ordering a re-investigation into the charges against Chotum Lall, observe as follows:—" Should the result be favourable to Chotum Lall, he may be allowed to retire on the usual pension (should he still wish to do so), or he may be appointed to any vacant situation for which he is duly qualified."

26. Under the above circumstances, an intimation should now be made to Chotum Lall, to the effect that he will be allowed to retire on whatever amount of pension he may have been entitled to according to existing regulations on the 11th November 1837, the date of the Government order directing his dismissal; or that otherwise he will, on a vacancy, be appointed to any suitable situation for which he may be qualified.

(signed) *G. Arthur.*
G. W. Anderson.
J. H. Crawford.

31 May 1843.

No. 1601 of 1843.

No. 3046.

From *L. R. Reid,* Esq., Chief Secretary to Government, Bombay, to *Arthur Malet,* Esq., Political Agent in Kattywar, Rajkote.

Sir,

I am directed to acknowledge the receipt of your two letters dated the 4th February and 9th March last, Nos. 13 and 28, submitting the proceedings held by you in a re-investigation of the two charges mentioned in the margin,* preferred in 1836 by Mr. Erskine, then Political Agent in the Kattywar, against Chotum Lall Bappoobhaee, late native agent to the Rajkote agency.

* See below.

2. In reply, I am directed to inform you that, on a careful consideration of the proceedings submitted with your letters above quoted, the Honourable the Governor in Council fully coincides in the opinion offered by you, that neither of these charges has been substantiated against Chotum Lall, and your acquittal of that individual on both of these charges has therefore been confirmed by Government.

3. A copy of my letter of this date to Chotum Lall, informing him to the above effect, is enclosed for your information.

I have, &c.
(signed) *L. R. Reid,*
Chief Secretary to Government.

Bombay Castle, 10 July 1843.

No. 1602 of 1843.

No. 3047.

From *L. R. Reid,* Esq., Chief Secretary to Government, Bombay, to *Chotum Lall Bappoobhaee,* late Native Agent to the Rajkote Agency.

1. With reference to my letter to your address, dated the 30th July 1842, informing you that, with the permission of the Honourable the Court of Directors,

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* 1st. With having received a gold chain, of the weight of 20 gundyanas, from Ootum Ghandy, ex-Minister of the Porebunder State, and also a sum of 1,500 korees, after the release of that individual from confinement at Porebunder.

2d. With having received sums of 540 rupees in 1823-24, and 500 rupees in 1827-28, as a present from the Palitana State.

Removal of Chotum Lall, Native Agent in Kattywar.

Directors, this Government had directed the Political Agent in Kattywar to re-investigate the two charges mentioned in the margin,* preferred against you in 1836 by Mr. Erskine, then Political Agent in Katteewar, I am now desired to inform you that the result of this re-investigation having proved favourable to you, the Honourable the Governor in Council has no objection to allow you to retire, should you desire to do so, on the amount of pension to which you may have been entitled, according to existing regulations, for your services up to the 11th of November 1837, the date of the Government order directing your dismissal.

* *See* below.

2. Should you prefer it, the Governor in Council will confer on you, on a vacancy, any suitable situation for the duties of which you may be qualified.

By order, &c.
(signed) *L. R. Reid,*
Chief Secretary to Government.

Bombay Castle, 10 July 1843.

(True extract.)
(signed) L. R. Reid, Chief Secretary.

Extract Bombay Political Consultation, 2 November 1843.

No. 4732.

To the Right Honourable Sir *G. Arthur*, Bart., K.C.H., Governor and President in Council, Bombay.

The humble Petition of *Chotum Lall Bhapabhoy*, late Native Agent to the Kattywar Agency, Inhabitant of Ahmedabad.

Most humbly represents,

That in the first order from your Honourable Board, dated 30th July 1842, your petitioner was informed that, under the instructions of the Honourable the Court of Directors, the Government has resolved that the second and third charges which had been preferred against him by Mr. Erskine, the late Political Agent in Kattywar, should be re-investigated in your petitioner's presence; consequently your petitioner was ordered to be present on the occasion, in order to remove the strong suspicion which Government entertained against him. This order was duly obeyed by your petitioner, and he immediately proceeded to Rajcote, and remained there for a period of seven months, where the case was duly re-investigated, and the proceedings forwarded to Government, from which it will be proved to your Honourable Board that the charges brought against your petitioner were false and unfounded.

In the recent order of Government, dated 10th July 1843, it is stated, that as the result of the re-investigation of your petitioner's case having proved favourable to him, that the Honourable the Governor in Council has no objection to his retiring, should he be desirous of doing so, on the amount of pension to which he may be entitled according to existing regulations for his services up to the 11th of November 1837, the date of Government directing his dismissal; or if he wishes to have a situation, your Honourable Board will confer one on him when a vacancy suitable to his rank and qualifications should occur.

Having thus been apprised, your petitioner has every reason to believe that as he has served faithfully, Government will not reject your petitioner's claim, to which he is fairly entitled; but whilst he begs to say that in the year 1836, when the pretended charges were likely to be brought against your petitioner, prior to his suspension from his situation, he had forwarded a petition of his grievance to your Honourable Board, to which your petitioner received a reply in Guzrattee, duly communicated to him by Mr. Wathen, the then

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* 1st. With having received a gold chain, of the weight of 20 gundyanas, from Chotum Ghandy, ex-Minister of the Porebunder State, and also a sum of 1,500 korees, after the release of that individual from confinement at Porebunder.

2d. With having received sums of 540 rupees in 1823–24, and 500 rupees in 1827–28, as a present from the Palitana State.

Removal of Chotum Lall, Native Agent in Kattywar.

then Persian Secretary, under date the 4th November 1836, stating, that as strong doubts rested in the mind of Government against your petitioner, and which if removed by him, your Honourable Board would feel glad.

However, in order to remove the doubt entertained by your Honourable Board against your petitioner, he proceeded twice to Bombay and three times to Rajcote, and remained there for several years, in all seven years; during all this time he has spent his own money in rambling about from place to place, while he removed all suspicion which your Honourable Board had entertained against him; and he therefore craves that his services may be considered going on up to the present date.

Your Honourable Board is well aware of the nature of your petitioner's faithful servitude; but by the false charge brought against him he has lost his situation, and especially, what is more dear to him, his character; and he hopes that by his being restored to his former situation, his character will in some measure be retrieved, and afterwards should he wish to retire, he will give in a petition for his pension.

Under these circumstances, your petitioner prays, that until he be re-employed either in his former situation, or in any other place of higher dignity in this part of Guzerat, compensation may be granted to him; and further, that the pension which will be granted him will be fixed so as will be sufficient to maintain himself and his large family, by calculating his services up to this date; and also a situation may be bestowed on his son, either at Ahmedabad, Baroda, or in Kattywar. This is your petitioner's humble prayer. By doing justice to your Honourable Board's faithful servant, it will act as a stimulus to others to serve in the same faithful manner.

In compliance with this his prayer, he will for ever pray for the welfare of your Honourable Board.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Chotumlall Bappabhoy,*
Late Native Agent to the
Kattywar Agency.

Ahmedabad, 9 August 1843.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Anderson* and the Honourable Mr. *Crawford.*

1. FOR full particulars of this case, I beg to refer to my Minute, dated the 31st May last.

2. In the Government letter dated the 10th July last, to which Chotum Lall alludes in the accompanying petition, he was informed that the result of the re-investigation lately instituted under the orders of Government by Mr. Malet, the Political Agent in Kattywar, into the remainder of the charges preferred against that individual by Mr. Erskine, when Political Agent in that province, having terminated favourably to him, Government had no objection to allow him to retire, should he desire to do so, on the amount of pension to which he may have been entitled according to existing regulations, for his services up to the 11th of November 1837, the date of the Government order directing his dismissal; or that should he prefer it, Government would confer upon him, on a vacancy, any suitable situation for the duties of which he may be qualified.

3. In the accompanying petition Chotum Lall prefers the following requests:

1st. That he may be considered as having been in the employment of Government from the date of his dismissal in November 1837, up to the present period.

2d. That he may be restored to the situation of head native agent to the Kattywar Political Agency, from which situation he was dismissed by order of Government in November 1837, on account of the strong suspicions which attached to him of his being guilty of the charges which had been brought against him by Mr. Erskine.

3d. That until reinstated in the above situation, or employed in any other situation of higher trust, in "that part of Guzerat," compensation may be granted to him.

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4th. That the pension assigned to him, should he wish to retire from the service of Government, after being reinstated in his former situation, or appointed to one of higher trust, may be calculated on the principle that his services have been uninterruptedly continued up to the present time, and not be considered to have ceased in November 1837, when he was dismissed from the service of Government.

5th. That a situation may be conferred upon his son, either at Ahmedabad, Baroda, or in Kattywar.

4. The following is an extract, paragraphs 6 to 8, from a despatch from the Honourable the Court of Directors, dated the 22d March 1842, regarding this individual:—

"You have referred for our further consideration the case of Chotum Lall, late native agent to the Kattywar Political Agency, who was dismissed from that office because he was more than suspected to have participated in the extensive system of bribery discovered among the native servants of the Agency. He had not, however, been positively convicted of any corrupt act, and as it appeared that in one of the charges preferred against him, he had not had an opportunity of defending himself, you determined that this one case should be re-investigated by Mr. Giberne. On the re-hearing, the case against Chotum Lall broke down completely by the discrepancies between the testimony of the witnesses, and the evidence they had given in the former investigation. He was therefore acquitted of the charge; and has since petitioned for a similar re-investigation of his other imputed offences; but this you have not thought yourselves at liberty to grant, in consequence of our having intimated to you that we had a strong impression of Chotum Lall's guilt, and directed that he should hereafter be employed by Government in no other than a subordinate capacity.

"It was quite within your authority, however, to order a new investigation, without reference to us, in a case which we had expressly stated to be only one of strong presumption, not positive proof; and the grounds we now have for believing that Chotum Lall has been calumniated in at least one of the cases in which Mr. Erskine considered him guilty, give him a claim to be allowed to prove that a similar error was committed by that gentleman in the other three cases. Should the result be favourable to Chotum Lall, he may be allowed to retire on the usual pension (should he still wish to do so), or he may be appointed to any vacant situation for which he is duly qualified.

"You permitted Chotum Lall to receive the salary of his situation in Kattywar for the period whiche lapsed between his suspension and his removal from the office of native agent, deducting from the amount the sums which had been paid to certain persons in consideration of the extra duty performed by them during Chotum Lall's suspension, and after his dismissal. As he was not allowed the benefit of the salary which accrued after his dismissal, the sum paid to him ought not to have been diminished by the remuneration granted to others for services performed after that period."

5. Under the instructions of the Honourable Court, contained in the above extract, we should not, I conceive, be justified, apart from other objections, in complying with the request preferred by Chotum Lall to be reinstated in his former situation of native agent to the Political Agency in Kattywar, even if that situation were still vacant, which is not the case; an individual named Bhugwan Lall having, at the recommendation of the Political Agent in Kattywar, been confirmed in that situation in May 1840. This request is, therefore, inadmissible, and should be negatived.

6. The request preferred by Chotum Lall to be permitted to draw in arrears the salary of native agent (300 rupees per mensem) from the date of his dismissal in November 1837 up to the present period, is also inadmissible, on the general ground that no services were rendered by him to Government during that period, and that the compliance with such an application would be unusual, and creating an inconvenient precedent.

7. This point having been determined on, Chotum Lall's services, of course, can only count up to the date of his dismissal in November 1837; and if he now wishes to be pensioned, instead of being provided with another situation on a suitable vacancy, he can only be pensioned, as he has already been informed,

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upon the amount to which he may have been entitled on the above date, according to then existing regulations.

8. In regard to this individual's request, that his son may be appointed to some situation at Baroda, Ahmedabad, or in Kattywar, he should be informed that his application should have been preferred to the local authorities, and not to Government.

(signed) *G. Arthur.*
G. W. Anderson.
J. H. Crawford.

13 September 1843.

No. 2564 of 1843.—Political Department.

No. 4734.

From the Secretary to the Government of Bombay to *Chotum Lall Bappabhaee*, late Native Agent to the Political Agency in Kattywar.

1. In reply to your petition, dated the 9th August last, I am directed to inform you, that the Honourable the Governor in Council is precluded from complying with your request to be reinstated in your former situation of native agent to the Political Agency in Kattywar.

2. The Governor in Council is also unable to accede to your request to be permitted to draw in arrears the salary of native agent from the date of your dismissal in November 1837, up to the present period.

3. I am further desired to signify to you, that your services can only be reckoned up to the 11th November 1837, the date of the Government order directing your dismissal; and that if you now wish to be pensioned, instead of being provided with another situation on a suitable vacancy occurring, you will be pensioned, as you have already been informed, upon the amount to which you may have been entitled on the above date, according to the then existing regulations.

4. Your request, that a situation may be conferred upon your son, either at Ahmedabad, Baroda, or in Kattywar, should be preferred to the local authorities, and not to Government.

By order, &c.

(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay Castle, 20 October 1843.

Extract Bombay Political Consultation, 14 February 1844.

No. 863.

Petition from *Chotumlal Bappobhaee*, late Native Agent of the Rajcote Agency, to the Honourable Sir *George Arthur*, Bart., President and Governor in Council.

Most respectfully showeth,

That under date the 10th July last, your petitioner was informed that the result of the re-investigation of certain charges preferred against him by Mr. Erskine in 1836, having proved favourable to him, Government had no objection to allow him to retire, should he desire to do so, on the amount of pension to which he might have been entitled, according to existing regulations for his services, up to the 11th November 1837, the date of the Government order directing his dismissal; or that, should he prefer it, Government would confer on him, on a vacancy, any suitable situation, for the duties of which he might be qualified.

That with reference to the above reply, your humble petitioner submitted to Government a petition, dated the 9th August last, to the effect that he might be reinstated in his situation of which he had been unjustly deprived; that after his restoration, he would, should he desire, apply to Government for a pension, that he might be permitted to draw his salary, together with the arrears, until he was either re-employed in his former situation, or was graciously appointed to an office of a higher grade; that should Government be inclined to pension him, the time elapsed since the 11th November 1837 might be reckoned into

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the period of his services, and a pension which would enable him to maintain himself, might be granted to him, and that lastly a situation might be conferred on his son.

Removal of Chotum Lall, Native Agent in Kattywar.

That in reply to this petition, it was intimated to your petitioner, under date the 20th October last, that Government was precluded from complying with his request to be reinstated in his former situation of native agent to the Political Agency in Katteewar; that Government was also unable to accede to his request to be permitted to draw in arrears the salary of native agent, from the date of his dismissal in November 1837 up to the present period; that his services can only be reckoned up to the 11th November 1837, the date of the Government order directing his dismissal; that if he wished to be pensioned, instead of being provided with another situation on a suitable vacancy occurring, he would be pensioned as he had already been informed, upon the amount to which he might have been entitled on the 11th November 1837, according to existing regulation; and that his request that a situation might be conferred on his son, either at Ahmedabad, Baroda, or in Katteewar, should be preferred to the local authorities, and not to Government.

4. That with reference to the first point of the above order, your humble petitioner begs respectfully to submit the following observations: that although both previously and subsequently to his suspension and dismissal, your humble petitioner several times went to Rajcote and Bombay, and repeatedly represented his innocence, and prayed for a fair investigation of the unfounded charges maliciously preferred against him, Government was not pleased to listen to his prayer, until the Honourable the Court of Directors was induced, on a conviction of his unmerited sufferings, to grant him redress; that had the matter, as incessantly requested by your petitioner, been fairly investigated at its very commencement, he should have at that time, as he has now done, cleared himself of the accusation unjustly brought against him, and Government also, in conformity to the regulations and the principle of equity, would have immediately reinstated him in his former situation, as has been done in several cases which need not be enumerated in this place; that labouring under serious but groundless charges, your petitioner, from a due regard for his own character and the duty he owed to Government, could not help using his utmost endeavours to establish his integrity and uprightness. That the long period which has thus elapsed before your petitioner could obtain a fair and impartial investigation of his case, can in no way be attributed to any failure on his part; that your petitioner therefore considers himself fully justified in regarding this protracted period, which he spent exclusively in the above endeavours, as devoted *toto facto* to the service of Government; that the sufferings to which your petitioner has thus been undeservedly subjected, can be better imagined than described. That under these circumstances your humble petitioner confidently trusts, that your Excellency in Council will admit that he has every claim on Government for his reinstatement. That your petitioner is the more anxious and particular for his restoration, because the manner in which he has been dealt with since 1836, has tended considerably to his disparagement, and no other measure than re-employment in his former situation is in his opinion better calculated to the restitution of his character among the people at large. Should, in the face of these facts, Government not be pleased to restore your wronged petitioner to his former situation, it rests with your Excellency in Council to confer on him an office of a higher grade.

That with regard to the second point, your humble petitioner begs to submit, that what has been stated in the preceding paragraph, fully bears out his claim to draw in arrears the salary of native agent, from the date of his dismissal up to the time he may be employed. That had your petitioner at any period since his dismissal employed himself in any other situation or profession, Government would have been justified in withholding from him the arrears of his salary, to which he is under the present circumstances justly entitled.

That after what has been stated above, should Government insist upon pensioning him, your humble petitioner begs that the period elapsed since the date of his dismissal may, for grounds stated in paragraph 4, be reckoned in the period of his services, and that a pension which will enable him to maintain his large family may be granted to him.

That, in conclusion, your humble petitioner most respectfully requests that your

Removal of Chotum Lall, Native Agent in Kattywar.

your Excellency in Council will be most graciously pleased to take into consideration the above representation of the barefaced injustice with which he has been dealt with since the commencement of his case; and to grant his prayers, thereby showing to the people the extent of protection which may be expected at the hands of Government by its faithful and dutiful servants, and encouraging its own servants to persevere with firmness in the path of fidelity, zeal, and uprightness. That after all this, should your Excellency in Council, unfortunately for your petitioner, not be inclined to grant him redress, to which justice and equity entitle him, he most humbly solicits that your Honour in Council will at least confer on him the favour to forward as early as possible this his representation to the Honourable the Court of Directors, with the former and recent proceedings, and with such recommendation as your Excellency in Council may think proper, after taking into consideration the hardships which he has experienced, and your petitioner is fully confident that the Honourable Court will be moved with compassion towards him to grant his prayers.

And your petitioner, as in duty bound, shall ever pray,

Bombay, 14 December 1843. (signed) *Chotumlal Buppabhaee.*

No. 864.

MINUTE by the Honourable the Governor, concurred in by His Excellency the Commander-in-Chief.

I SHOULD be glad to be favoured with Mr. Anderson's opinion whether any of the requests of the petitioner can be conceded.

(signed) *G. Arthur.*
4 January 1844. *T. M'Mahon.*

No. 865.

MINUTE by the Honourable Mr. *Anderson.*

I DO not think we can accede to any of the requests preferred by the petitioner. The several points have, in fact, been already negatived by Government in its resolution of the 13th September last. We might certainly recommend to the Honourable Court that a larger pension should be granted to the petitioner than that to which he is entitled by the Pension Rules.

I think this, because the petitioner has been harshly dealt with under the proceedings had against him by Mr. Erskine, the late Political Agent in Katteewar.

(signed) *G. W. Anderson.*

No. 865 A.

MINUTE by the Honourable the Governor, subscribed to by the Board.

I CONCUR, and think we might recommend a pension of 200 rupees per mensem might be granted to him for the reasons stated by Mr. Anderson.

(signed) *G. Arthur.*
T. M'Mahon.
22 January 1844. *G. W. Anderson.*
J. H. Crawford.

No. 488 of 1844.—Political Department.

No. 866.

From *J. P. Willoughby,* Esq., Secretary to Government, Bombay, to *Chotum Lall Bappabhaee,* late Native Agent to the Rajcote Agency.

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your petition dated the 14th December 1842, and in reply to inform you that Government cannot accede to any of the requests therein preferred.

2. The Honourable the Court of Directors will, however, be addressed by the next

Removal of Chotum Lall, Native Agent in Kattywar.

next Overland Mail, with a recommendation in favour of granting you a pension of the sum of 200 rupees per mensem.

3. A reference has, however, this day been made to the Civil Auditor for the purpose of ascertaining the amount of pension which you are entitled to for your services up to the 11th November 1837, the date of the Government Order directing your dismissal, according to the then existing Pension Regulations.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 13 February 1844.

No. 489 of 1844.

No. 867.

From *J. P. Willoughby*, Esq., Secretary to Government, to *E. E. Elliot*, Esq., Civil Auditor.

Sir,

I am directed by the Honourable the Governor in Council to request that you will be pleased to state, for the information of Government, the rate of pension per mensem which Chotum Lall Bappabhaee, late native agent to the Rajcote Agency, is entitled to for his services up to the 11th of November 1837, the date of the Government Order directing his dismissal from that situation, according to the then existing regulations.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 13 February 1844.

Extract Bombay Political Consultation, May 1844.

No. 2539.

Petition from *Chotum Lall Bappoobhaee*, late Native Agent to the Rajcote Agency, to the Honourable Sir *G. Arthur*, Bart., Governor and President in Council.

Most respectfully showeth,

That in 1811–12 your humble petitioner was first employed in the Kaira Collector's Office. That he continued to serve in that office for six years. That afterwards, when the new collectorate of Ahmedabad was formed, Mr. Dunlop was pleased to take your petitioner to Ahmedabad in 1818–19, and to employ him in the Koltia Sagur Establishment. That your petitioner served there until 1819–20, when Colonel Barnewall obtained his services from Mr. Dunlop and took him to Rajcote,* where he has since been serving. That he begs to annex copies of the testimonials which were given to him by his superiors, and a reference to which will inform Government of the manner in which he has been serving Government. That before concluding, your poor petitioner begs to state that he has a numerous family to support, and that he has been reduced to a great distress, and requests that your Excellency in Council will be graciously pleased to bring his case to a final conclusion as early as possible.

And your petoner, &c.
Bombay, 4 March 1844. (signed) *Chotumlal Bapoobhaee.*

On being appointed Political Agent in Kattywar 1819, I was anxious to select an individual, as my head native agent, on whose fidelity and abilities I conceived I could place confidence; my choice fell upon Chotum Lall Bappoobhaee, then holding a most respectable situation under the Collector of Ahmedabad, Mr. Dunlop; that gentleman parted with his services with the greatest reluctance, and merely to advance this native's interests to a higher situation, and one better paid.

Chotum

Removal of Chotum Lall, Native Agent in Kattywar.

Chotum Lall's conduct has fulfilled every expectation that I entertained of his fidelity and abilities, and I shall ever feel the warmest interest in his welfare; he is entitled to my warmest commendation of his services. While I have presided over this department in the collectorship of Kaira, he was employed during the time I was assistant there, and both by the Collector and his assistants he was remarked for the correctness with which he executed the duties that he was called upon to perform; indeed for the period of 20 years that I have known him, he has been distinguished for the qualifications stated by Mr. Dunlop when he transferred him, namely, viz., honesty, zeal, and fidelity in the discharge of every duty and trust committed to him.

(signed) *R. Barnewall,*
Pol[l] Agent in Kattywar.

Kattywar Political Agent's Office, Porebondur,
13 October 1826.

Ahmedabad, 30 January 1820.

The bearer, Chotum Lall, has been constantly employed about me since my appointment as Collector in the beginning of 1817; first in the capacity of a Persian writer, and afterwards as superintendent of the collector of land customs at Ahmedabad, during which time he gave me so much satisfaction, both in the discharge of his own duties and the examination of old records (for which his unwearied industry and proficiency in Persian peculiarly qualified him), that nothing could have tempted me to part with him except the impossibility of providing for him so well as has been done under the Political Agent in Kattywar.

He appears to me to merit a character for faithful integrity very rare indeed to be met with.

(signed) *J. A. Dunlop,*
Collector of Ahmedabad.

Porebunder, 9 May 1831.

In furnishing Chotum Lall Bappoojee with a testimony of his conduct during the time I have had charge of the Rajcote office, it affords me much pleasure to state that he has supported the excellent character given to him by Major Barnewall, and that I have a high opinion of his steadiness and ability.

(signed) *D. A. Blane*, A. A.

(True copies.)
(signed) Chotum Lall Bapoojee.

No. 802 of 1844.—Political Department.

The Civil Auditor is requested to expedite his reply to the reference made to him on this subject on the 13th ultimo.

By order, &c.
(signed) *J. P. Willoughby,*
Chief Secretary.

Bombay Castle, 9 March 1844.

No. 1516 of 1843-44.—Political Department.

With reference to the Government letter No. 489, of the 13th February last, *the Civil Auditor begs to state that the report on this application has unavoidably been delayed pending replies* which were necessarily made to *ascertain the period of Chotum Lall Bappoojee's* servitude under Government.

It is ascertained that the individual in question had served Government on the 11th of December 1837 upwards of 24 years, as per margin; had he therefore at that time furnished a medical certificate of his incapacity for further service, and otherwise fulfilled the conditions required by the regulations, by producing testimonials of good conduct for the time he was in the employ of Goverment, he would have been entitled, under clause 1, section 5, of the Pension Rules of the 8th September 1835, to a pension of 100 sicca rupees, or Company's rupees 93. 1. 10 per mensem, being one-third of his salary, calculated on the average of the last five years of his servitude.

	Y.	M.	D.
h *the Kaira Collectorate*	5	0	0
h *the Ahmedabad ditto* -	2	2	0
h Kattywar - - -	17	9	14
	24	11	14

(signed) *E. Elliot,*
Civil Auditor.

Bombay Castle, Civil Auditor's Office,
10 April 1844.

Removal of Chotum Lall, Native Agent in Kattywar.

MINUTE by the Honourable the Governor, subscribed to by the Board.

UNDER all the circumstances of this case, and pending the recommendation proposed in my Minute, dated the 22d January last, to be made to the Honourable the Court of Directors, in favour of granting to Chotum Lall, for the special reasons mentioned in the Honourable Mr. Anderson's Minute, a pension of 200 rupees per mensem, he should be allowed to draw the amount (Company's 93. 1. 10., or 100 sicca rupees,) to which the Civil Auditor reports he is entitled by the provisions of the Pension Rules. Payment of this pension should, I am of opinion, commence from the 9th March 1843, being the date of Mr. Malet's final report of his re-investigation into this case, the result of which was the acquittal of Chotum Lall of all the charges which had been preferred against him by the late Mr. Erskine.

2. Orders to the above effect should be issued, and the reference to the Honourable the Court of Directors should be made by the next steamer.

3. The question regarding the date from which the pension should commence may be put to the Honourable Court, *i. e.*, whether it should commence from the date on which the petitioner ceased to draw salary.

(signed) *G. Arthur.*
17 April 1844. *J. H. Crawford.*
L. R. Reid.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, to *Chotum Lall Bappoobhaee*, late Native Agent to the Rajcote Agency.

1. IN reply to your petition, dated the 4th ultimo, I am directed to inform you that the Honourable the Governor in Council is pleased to grant you a pension of Company's rupees ninety-three, one anna, and ten pies (*Rs.* 93. 1. 10) per mensem, being the equivalent of 100 sicca rupees, the amount of pension to which you are entitled under the Pension Rules published on the 8th September 1835, for the period during which you were in the employment of Government, ending with the 11th November 1837.

2. Pending the decision of the Honourable the Court of Directors, to which authority a reference has been made on the subject, the Governor in Council is pleased to permit you to draw this pension in arrears from the 9th March 1843, being the date on which Mr. Malet, the Political Agent in Kattywar, submitted his final report to Government of his investigation into your case.

3. As intimated to you in my letter dated the 13th February last, a recommendation has been made to the Honourable the Court of Directors in favour of conferring upon you, as a special case, a pension of 200 sicca rupees per mensem, in lieu of the pension of 100 sicca rupees now granted to you by Government.

By order, &c.
(signed) *J. P. Willoughby,*
Bombay Castle, 27 April 1844. Chief Secretary.

No. 1242 of 1844.

COPY of the above letter to be sent for the information of the Political Agent in Kattywar, with reference to the documents sent to him with the Government letter dated the 16th July last, No. 1601.

(signed) *J. P. Willoughby,*
Chief Secretary.

Removal of Chotum Lall, Native Agent in Kattywar.

No. 1343 and 1344 of 1844.

Copy to be also sent to the Civil Auditor for information and guidance, with reference to his report dated the 10th instant, No. 1516, and to the Accountant-general.

(signed) *J. P. Willoughby,*
Chief Secretary.

(True extract.)
(signed) J. P. Willoughby, Chief Secretary.

Extract Bombay Political Consultation, 26 June 1844.

No. 1987 of 1844.

From *E. H. Townsend,* Esq., Secretary to Government, to *A. Malet,* Esq., Political Agent in Katteewar.

Sir,

With reference to Mr. Chief Secretary Reid's letter No. 1601, dated the 10th July 1843, I am directed by the Honourable the Governor in Council to transmit to you an extract, para. 2 to 4, from a despatch from the Honourable the Court of Directors, No. 6, dated the 27th March last, and to request that you will be pleased to report whether Munguljee Roopsee, the person alluded to by that authority in the third para., is still employed in any, and if so, in what capacity under Government.

I have, &c.
(signed) *E. H. Townsend,*
Secretary to Government.

Bombay Castle, 22 June 1844.

Extract Bombay Political Consultation, 31 July 1844.

No. 4420. From *A. Malet,* Esq., Political Agent in Kattywar, to *E. H. Townsend,* Esq., Secretary to Government, Bombay.

Sir,

I have the honour to acknowledge the receipt of your letter, No. 1987, June 22d, and to inform you that Munguljee Roopsee was dismissed from Government employ in the month of February 1838, and has not since been employed in any capacity whatever.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency,
Rajcote, 4 July 1844.

No. 4421. Minute by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid.*

Copy to be sent to the Honourable the Court of Directors, with reference to the third para. of their despatch, dated the 27th March last, No. 6.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

22 July 1844.

(True extract.)
(signed) J. P. Willoughby, Chief Secretary.

Anonymous Charges of Bribery and Corruption against certain Members of the Kattywar Political Agency Establishment.

Anonymous Charges of Bribery against Members of the Kattywar Political Agency.

EXTRACT Political Letter from Bombay, dated 30 September (No. 78) 1844.

Katteewar Agency.

Charge of bribery, corruption, and undue influence against certain Members of the Political Agent's establishment.

Pol. Cons. 1843:
30 December, No. 5934 to 5936.

Pol. Cons. 1844:
1 March, No. 1303 to 1305.
29 May, No. 3054 to 3056.

Para. 46. WE have the honour to submit, in Collection No. 22, accompanying this despatch, our proceedings arising out of a representation which was addressed to Government on the 14th September last, in the name of "Sha Sukeedass Wunjee" and "Damuth Wullul Kassinoth," preferring charges of bribery and corruption against several members of the establishment of the Political Agent in Katteewar. On receipt of this representation, we directed Mr. Malet, the Political Agent, immediately to institute a careful inquiry into each of the allegations therein contained, and we at the same time authorised Mr. Malet, should he see fit, to suspend any persons on his establishment against whom he might consider fair grounds of suspicion existed.

47. In reply, Mr. Malet reported that he had no reason to believe that the least foundation existed for any of the charges contained in the above representation. Mr. Malet at the same time stated, that in order that he might institute the fullest inquiry, he had endeavoured, but without success, to trace out the parties in whose names this representation had been addressed, but that the result of his inquiries had satisfied him that the names attached thereto were fictitious. In reply, we directed Mr. Malet to continue to exercise the greatest possible vigilance over the conduct of each member of his establishment, and to persevere in his endeavours to trace out the writers of the above representation.

48. In the 12th para. of his report, Mr. Malet alluded to the circumstance that one of the native members of his establishment was a partner in a banking firm established in Katteewar, but Mr. Malet, at the same time, observed that he did not consider that there was any objection to this person, although in the service of Government, being engaged in a transaction of this nature. In reply, we pointed out to Mr. Malet, that he had altogether lost sight of the circular order to the effect quoted in the margin,* which, under instructions from your Honourable Court, was issued by the Government of Mr. Duncan on the 3d May 1805, prohibiting the employment of any European or native in any department under Government, who may be directly or indirectly engaged in trade. We at the same time directed Mr. Malet to require the above individual either immediately to relinquish his connexion with the banking firm, and any other mercantile transactions in which he might be engaged, or to resign his situation on the Political Agent's establishment. In a letter dated the 8th April last, Mr. Malet solicited that we would reconsider our decision in this case, but, in reply, we informed that officer that we saw no grounds for acceding to his recommendation in favour of this person, and we therefore directed him at once to carry the above orders into effect.

* *See* below.

EXTRACT Political Letter to Bombay, dated 23 April (No. 13) 1845.

Kattywar.

Para. 2. ALTHOUGH the petition which was presented to you in a fictitious name, charging the principal native officers of the Kattywar establishment with numerous acts of corruption, could not be made the foundation of any inquiry; we we approve the exhortation which you addressed to Mr. Malet, to exercise the utmost vigilance over his subordinates. It was very proper, on learning that Golabraee, the native second in rank on the establishment, had an interest in a banking firm at Rajcote, to require that he should relinquish either that connexion, or his official appointment.

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* The Honourable the Governor in Council is pleased to prohibit you from employing European or native clerks in your department, who may be engaged in trade directly or indirectly on their own account, or as agents for others, inattention to which rule and positive regulation (which is now prescribed in the spirit of the last order received from the Honourable the Court of Directors) will subject the Company's servant who may continue to allow of such trading clerks, or other description of officers in the departments under them, to the highest displeasure of Government.

No. 5934.

Extract Bombay Political Consultation, 2 December 1843.

Persian Department.

SUBSTANCE of a Petition from *Shah Shukheedass Nemjee*, inhabitant of Killa Oomrely, and *Mehta Danut Wullubh Kashinath*, inhabitant of Joonagur, in behalf of the Talookdars in Kattiawar, to the Honourable the Governor in Council, dated 14th September, and received 9th November 1843.

FORMERLY the Peishwa and Guikwar used to levy tribute from Katiawar, but they adopted no measures to promote the permanent prosperity of the country. As those Governments did not station any military force in the country, the jageerdars used to create disturbances to the injury of the ryots; however, when the British authority was introduced into the country the disturbances were brought to an end. In 1808/9 Major Walker made a settlement to the effect that the jageerdars should create no disturbance among themselves; that no talookdar should deprive another of his village or geeras; that the members of the junior branch of a family should not receive more villages or geeras than were allowed by the usage of the talooka; that no talookdar should afford shelter to a robber or "barwuteea"* of another talooka; that all the talookdars should duly pay the Government tribute, and manage their respective talookas with propriety; and in order to enforce this settlement it was resolved to station a Political Agent at Rajcote. This arrangement promoted the prosperity of the country and the happiness of the people. This state of things continued until the time of Mr. Blane. Since that time Bhugwanlal Muddonjee and Goolabroy conduct the public business by misrepresenting matters to their superiors, whose confidence they enjoy. The former, a Nuggur Bramin, is the head dufturdar to the Political Agent, and the latter also a Nuggur Bramin, of the same city, is the dufturdar to the Assistant Political Agent. Both of them are Wuttundars of Joonaghur. Being relations they have combined together and commit fraudulent and deceitful acts. By their ill advice they incite the enemies of the people to raise disputes, and thereby exact lacs of rupees as bribes. This circumstance is as clear as the sun. These karbarees and their dewan Umrutal Umurchund have now concerted a plan to create disputes in every talooka, and to cause either the whole talooka or some of the villages under it to be attached. They intrust the duties of attachment to their relations, and collect the revenues through their own people; they bring to account a less amount of revenue than is collected from the attached villages, and they embezzle the difference. They make the talookdars farm out their territories to Naggur Bramins who belong to their (the dufturdar's) caste, and they thus gain lacs of rupees; they also by virtue of their offices keep the talookdars in awe, and have become as it were masters of the country; they commit acts of tyranny and fraud, and openly extort lacs of rupees. In order to keep Government in utter ignorance of their proceedings they have adopted the following practice: they have employed the Naggur Bramins of the 12 villages, including Joonaghur, which are known in this country as belonging to Mulharee Naggur Bramins, in the Political Agent's establishment, and have appointed them to every other office. They have induced, by threats, all the talookdars to dismiss their old karbharees, and to employ Naggur Bramins in their stead, as also in the capacity of vakeel. Whenever any place is to be attached they manage to intrust their caste fellows with the duty. Whenever mohsuls or palas are required to be sent to any talookdar, they employ their own relations and caste fellows. All these Naggur Bramins amount to 1,000 or 1,200 persons, and such is the union existing among them, that every Naggur Bramin who goes on service to the talooka tells the talookdar that if he will form friendship with Bhugwanlall and Goolabry, through their

defendant

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[*] Outlaw.

Anonymous Charges of Bribery against Members of the Kattywar Political Agency.

defendant (Umrootlal), and settle an annual allowance upon them, his dignity will be upheld and his talooka secured to him, otherwise that he shall be ruined. In this manner the two dufturdars and their caste fellows extort thousands of rupees from the talookdars, who are at the same time threatened if they disclose the proceedings, with the loss of their wuttuns. The dufturdars openly say, that in political establishments a person proved guilty of having received bribes is merely dismissed, and suffers no other punishment, and that they do not care for dismissal. During the time of Captain Lang the above mentioned Umrutlal Umurchund was convicted of being concerned in a bribery case, was incapacitated from serving Government, and was prohibited access to the British officers in the country; a notification was also issued to that effect. Notwithstanding this, Bhugwanlal, because he was formerly a menial servant of Umrutlal, has by misrepresentation induced the officers in the country to make a reference to Government, and procured him access to the British officers. The two dufturdars receive bribes through this man to the amount of lacs of rupees; they entrust him with the attachment of a talooka or villages, and what is embezzled from the revenue they deposit in the firm, which they have caused to be opened at Rajcote in the name of Nursingh Prusad Madhowrow, a relation of Umrutlal. Many frauds are practised by this firm. I now beg to submit the following particulars for the consideration of Government.

1st. There were some points in dispute regarding the right of succession of the sons of the Nawab of Joonaghur. In this case the dufturdars openly received carts full of "korees"* from the Joonaghur Government, through the instrumentality of Umrutlal and his brother Anundjee; they also received a considerable sum in the name of Captain Jacob, to the injury of his character in this country, where this proceeding is well known.

2d. The dufturdars having caused unjust charges to be raised against the Jam of talooka Noanuggur, through certain mean persons, exacted from him large sums of money, and still continue doing so. Evidence in support of this is to be found in the account-books of the Jám. Should these books be suddenly seized they will fully bear out our statement.

3d. Having brought unjust charges against the talookdars of Porebunder, Limree, Wudhwan, Morbee, Wakanere, Rajcote, Lathee, Juthpur, &c. the dufturdars have extorted, and do still extort, large sums of money from them. Should the account-books of these chiefs be suddenly seized, a substantial evidence will be obtained.

4th. The dufturdars have in like manner received bribes from the talookdars of Palitana and Bhownuggur, through the medium of Umrutlal and Anundjee. The amounts have been entered in the names of the vakeels in the account-books, which, if seized, will establish the truth of this statement.

5th. The Raja of talooka Vullay had two sons, one by his lawful wife, and the other by his kept mistress. On the death of the former the latter, Koonwur Humeerjee, was the heir to the talooka, but the dufturdar incited one Pattabhaee, a member of the junior branch of the family, to claim the gaddee, and having received from him a considerable sum of money, caused the talooka to be made over to him. The old Raja of Bhownuggur, who is the "teelat" of the Vullay talooka, wrote to the Political Agent that the gaddee should be given to Humeerjee, son of the late chief, but to no purpose. The dufturdars now receive from Puttabhaee an annual allowance. This may be proved from his account-books.

Besides this, the dufturdars by virtue of their offices cause the management of talookas to be assigned to Umrutlal and Anundjee, and thereby obtain lacs of rupees. The following are the particulars.

1st. They have caused the Kotera talooka to be made over to Umrutlal and his brother Anundjee, on pretence of a farm.

2d. They have caused the management and farm of the talookas of Rajcote and Sirdhar to be given to Umrutlal and Anundjee, and have made them as it were Rajas of the talookas.

3d. They have caused the management and farm of talooka Oopleta to be entrusted to Umrutlal and Anundjee.

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* Two-thirds of a Rupee.

Anonymous Charges of Bribery against Members of the Kattywar Political Agency.

4th. Bugwunlal has entrusted his father-in-law, Kursunjee of Joonagur, with the attachment of about six or seven villages in talooka Baburyawar; this person by his ill advice incites the people to create disturbances, and then through the assistance of Bugwunlal causes their villages to be sequestrated by Government. When the villages are entrusted to him, he brings only a part of the revenues to account and embezzles the remainder, giving a portion of it to the dufturdars; he uses ill language to the villagers and forcibly exacts receipts from them. The arbitrary proceedings of Kursunjee may be ascertained by inquiring of the villagers.

5th. The lease of Mahal Gudhuva, belonging to the Raja of Bhownuggur, has been made in the name of Bappoo Purmanundass, grandson of Umrutlal's aunt, and Anundjee stands security for him; this year, however, Umrutlal and Anundjee have taken possession of the mahal; they have appropriated to themselves the surplus income, but have not paid the whole amount of the farm; the talookdar used to pay from this mahal a "jortulbee" to Government, which, however, has not now been fully paid. Should Government examine the accounts kept by the Raja of the income of this mahal, it will be satisfied of the fraudulent proceedings of Umrutlal, Anundjee and Bappoo.

6th. Certain shawuks of Ahmedabad hold the talooka of Palitana and the Setroonja Hill in farm; but with the view of making over the talooka to the charge of Umrutlal and Anundjee, the dufturdars having created a dispute between the talookdar and the farmers regarding their accounts, which have already been settled, and have incited the talookdar to make a complaint on the subject. The dufturdar intends to go with the Political Agent to Palitana, and to take possession of it by farming it out to Umrutlal and Anundjee.

7th. The dufturdars and Umrutlal and Anundjee have concerted a plan to take possession of certain mahals of talooka Bhownuggur. There is a dispute between the chouth bhageeas of Gudhura mahal and the talookdar on account of the management of the mahal having been entrusted to the above-mentioned Bappoo; there is also a dispute between the talookdar and his jummadar; the members of the junior branch of the talookdar's family wish to obtain more geeras than is allowed by the usage of the talooka. The Nowab of Joonagur has boundary disputes with the talookdar, and the latter has laid claims against the former for having afforded shelter to the robbers and barwutteeas of his talooka, and thereby caused him injury. With regard to the dispute with the jummadar, Government has several times ordered it to be settled amicably; and the claim of the members of the branch of the family to obtain more geeras than what is usual has been declared inadmissible. Government has informed the Nowab of Joonaghur that the loss he suffered in the boundary case has been compensated by the injury occasioned by him to the talookdar. In this manner all the disputes were settled while Mr. Blane was the Political Agent, excepting that regarding the management of the Ghudhura mahal and a few fields situated in it; but the dufturdars having ill advised the chouth bhagees of mahal Gudehura, and having received bribes to a considerable amount from them, caused the mahal to be attached through their own men; afterwards the talookdar deputed Bappoo to Rajcote to make representations on the subject, but Bappo being a relation of Umrutlal and Anundjee, as stated above, the dufturdars managed through him to re-open the above-mentioned cases, which had been settled before; they also, with the view of receiving bribes to the amount of lacs of rupees and of taking possession of the mahals, induced the talookdar by threats to re-employ as kharbaree Bappoo's father, whom he had formerly dismissed. With regard to the dispute between the Nowab of Joonagur and the talookdar of Bhownuggur, the dufturdars having got the former to promise to pay them a large amount, and to grant them villages and geeras, caused Bappoo, vakeel of the latter, to pass without his knowledge a writing favourable to the nuwab. The dufturdars intend to exact considerable sums of money from the members of the junior branch of the talookdar's family by settling upon them a larger amount of geeras than that allowed by the usage of the country, and from the talookdar himself, by removing the attachment from the Gudheea mahal. They have already received about 25,000 or 30,000 rupees through the medium of Bappoo. Should the account-books of the talookdar be suddenly seized the truth of our statement will be apparent; they intend to take the Political Agent to Bhownuggur while proceeding to Palitana, and then to induce

induce the talookdar to farm out the mahals of Muhoowa, Koondulla, &c., to Umrutlal and Anundjee in the name of Bappoo, and to entrust the entire management of Bhownuggur to Bappoo's father.

8th. With the view of taking possession of the territory of the Nowab of Joonaghur, who is a minor, the dufturdar called Jubur Shet, karbharee of that state, to Rajcote, and persuaded him to give in a petition to the effect, that the Nowab being a minor, his territory might be farmed out for 10 years ; they will now fix the amount of the farm according to their fancy, and entrust the territory either to Umrutlal, Anundjee, or some other person ; they will thus embezzle lacs of rupees and become masters of the Joonaghur state.

9th. That the dufturdars have embezzled considerable sums of money is evident from the following : About 10 years ago they held situations on insignificant salaries, and were in a very poor condition. They have held their present high appointments for the last four years, and if the amounts of their respective salaries be computed for this period, and their expenses be deducted from the results, the balance in favour of Bhugwanlal should be about 6,000 or 7,000 rupees, and in that of Goolabroy about 2,000. But contrary to this, they possess estates to the value of 10,000 or 20,000 rupees each. It is said that Bhugwanlal has hidden about 20 lacs of rupees in his house, and that Goolabroy about five lacs. The ornaments and clothes which they possess are beyond description. Besides this their money is employed in commercial speculations through the above-mentioned firm. Should the account-books of this firm, as also of Umrutlal's firm at Joonaghur, be suddenly seized, together with the letters addressed by the talookdars to Umrutlal and Anundjee, all the particulars will be known to Government without any trouble.

Bhugwanlal and his dewan Umrutlal conduct themselves very improperly. Having obliged the vakeels who reside at Rajcote, on the part of the talookdars, to keep sets of dancing girls, they go to the house of the vakeel at night and commit debauchery beyond description. Very wicked acts are committed at the house of Bappoo in particular. The dufturdars hold shares in the farm of the talookas which they have caused and intend to cause to be given to Umrutlal and Anundjee. The sufferings experienced under the late Government are surpassed by the fraudulent and deceitful proceedings of the dufturdars, for when these Naggur Bramins, having deceived the talookdars, have become masters of their talookas, it is difficult for the talookdars to maintain their dignity. The reason the talookdars do not make any representation on the subject either to the officers in the country or to the British Government, is as follows : The talookdars think that if they make a complaint it will be inquired into through the Naggur Bramins themselves, that their karbharees, who are also Naggur Bramins, employed through the influence of the dufturdars, will, instead of adducing the proper evidence, spoil their account-books, that their account-books thus rendered unworthy of credit, will tend to their disparagement, and that they may ultimately be deprived of their territories in consequence of the ill-will created between them and the dufturdars. On these grounds the talookdars will not make a representation to Government. We therefore pray that your Excellency in Council will be pleased to suspend at once the dufturdars and the Nagur Bramins of Joonaghur employed by them, and then to institute an inquiry into the matter, as was done in the case of Sarrabhaee and his party at the Baroda Residency, and in that of Madhowlal of Sadra. If this be done the talookdars will also furnish information, and the fradulent proceedings will be brought to light. It will be better that the inquiry should be intrusted to Captain Ramsay, who was formerly Assistant Political Agent at Rajcote. But if this cannot be done, we pray that this petition, together with its English translations, may be forwarded to Captain Ashton, with instructions to keep his dufturdar, Goolabroy, in ignorance of the matter, to suspend the above-mentioned persons, to conduct the inquiry through Vreejdass Rungeeldass, a mujmoodar of the Guikwar, and Roopshunkur, a Nagur Bramin of Joonagur, who now resides at Rajcote, but is not connected with the above-mentioned fraudulent persons. Should these measures be adopted, all the acts of the dufturdars will be brought home to them. Should Government not be inclined to institute an inquiry, as suggested above, the talookdars wish that Government should fix stipends for them according to their rank, and resume all their talookas. The sufferings of the talookdars in consequence of the proceedings of the dufturdars are beyond description. As the British Govern-

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ment is a just one, we trust that immediately on the receipt of this petition, your Excellency in Council will be pleased to adopt measures for the relief of the talookdars.

(signed) *W. Escombe,*
Secretary to Government.

No. 5935.

MINUTE by the Honourable the Governor, subscribed to by the Board, without date.

THERE is no doubt a tone of exaggeration throughout this letter, but the allegations it contains are of a very serious nature, and if true, vitally affecting the welfare and prosperity of Kattywar.

Copy of this representation should be sent to Mr. Malet for his immediate and careful report on each allegation.

The Political Agent will, if he sees fit, suspend from their situations any persons on his establishment against whom he may consider good grounds of suspicion exists, and he will be careful not to employ, when conducting the inquiry, any of the persons involved in the inquiry, or in their interest.

(signed) *G. Arthur.*
T. M'Mahon.
G. W. Anderson.
J. H. Crawford.

No. 3190 of 1843.—Political Department.

No. 5936.

From *J. P. Willoughby,* Esq., Secretary to Government, to *Arthur Malet,* Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you translation of a petition from Shah Suckheedass Nemjee, an inhabitant of Joonaghur, dated the 14th of September last, preferring charges of bribery, corruption, and undue influence in the several instances therein mentioned against certain members of your establishment.

2. In forwarding this petition, I am desired to request that you will be pleased to institute a careful inquiry into each of the allegations therein contained, and report the result to Government, as early as may be practicable.

3. The Governor in Council authorises you, should you see fit, to suspend from their situations any persons on your establishment against whom you may consider good grounds of suspicion to exist, and you will, of course, be careful not to employ, when conducting this inquiry, any of the persons involved, or those in their interest.

I have, &c.
(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay Castle,
16 December 1843.

No. 1303.

Extract Bombay Political Consultation, 1 March 1844.

From the Political Agent in Katteewar, to *J. P. Willoughby,* Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3190, dated 16th instant, enclosing a translation of a petition from Shah Sukeedas, Manjee of Ameelee, and Mehta Danut Wullubh Kasinath, inhabitant of Joonaghur, directing me to institute a careful inquiry into the allegations contained in it, authorising me to suspend from employment any person against whom I may have good grounds for suspicion, and directing me not to employ in the investigation any of the persons who may be involved in the cases.

2. As from the nature of the complaints it is not probable that a little delay will in any way affect their ultimate results, I consider it proper to trouble Government with a few remarks on this petition, previous to taking any further steps, trusting that their tenor will exonerate me from blame.

3. I have inquired, through a person of much intelligence, altogether unconnected,

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nected, indeed not on good terms with the persons complained against, concerning the petitioners; as their names are stated in the English version of the petition, he can give no intelligence of them; the nearest approaches are the names of the Baroda banker, Munguljee Sakeedas, who has a shop at Amerlee, and Bolakeeran and Nuthooram, sons of Kaseedass, of Joonaghur, but the difference in this name is too great for me to raise premature suspicions by questioning them (they are all distant at this time but Balakeeram) as to any petition they may have given to Government; I consider the petition, therefore, to be anonymous, and though this may not affect its truth, it must so far affect its credibility as to cause more caution in dealing with it; in fact the first necessary step would be, that I should require the presence of the petitioners, who would, I presume, be the fittest persons to aid me in the inquiry. I will take the accusations as the petitioners have detailed them, for the sake of brevity, confining myself to remarks, without recapitulating them.

4. Bhugwanlal Muddunjee and Goolabraee Umbashunkur are relations, wuttundars of Joonaghur; the former is head native in the Political Agent's establishment, the other is the next in rank. The first is chiefly employed in direct communication with the Political Agent, the second with the first assistant; their being relations can be no bar to their employment, though previous to their being placed in those situations it doubtless was well weighed, I see no reason to consider the appointments injudicious; nearly all the Nuggurs of Katteewar are wuttundars of Joonaghur; this class is well known to Government, and though with the intelligence of a very large proportion of its members and its almost universal good education, it possesses a character for intrigue, I cannot say that I consider it worse than others. With natives with so many years' education, intelligence and intrigue have been considered sister virtues; and whenever there is room for suspicion, credibility converts it into certainty that the latter exists.

5. The business of the province is carried on by written petitions on which the orders are endorsed, all the talookdars have vakeels in attendance, and their natural shrewdness is stimulated by their own interest to detect everything that may tell against them; I find them ready to cavil to the uttermost, and have no reason for supposing that any unjust act could occur without immediate and most urgent complaint.

6. The customs of this province, the division of inheritance, the independence of individuals, and the character of the people, sufficiently account for the disputes, without imputing any underhand agency in fomenting them; all things considered, it is wonderful that they are so few, and arranged with such ease.

7. Umrutlal Umerchund was guaranteed photdar of Gondul in 1839, but on the new arrangements in 1840 with Nuthooram Umerjee, this arrangement was cancelled; he now holds Apleta in Poolachoot lease for six years, which terminates in 1846; he also claims money from Gondul on account of his photdaree transactions; these claims are now under investigation, and it seems probable that they are not to the amount he states. He was formerly engaged in transactions which brought him under the displeasure of Government, and though he has been employed since in Gondul, for reasons reported at the time, he is not considered as perfectly clear, so much so indeed, that I refused only a few months since to allow him to become the vishadar for Wusawur, which the talookdar wished to grant him; as to his being the dewan of the dufturdars, I can only say that I can see no wish on their part to obtain anything for him, nor unless his Gondul accounts are clear, can he expect any countenance from me.

8. The revenues of the farmed districts have of late years been greater than formerly. Moryee and Dusseera are convincing proofs of this, and I can answer for it, that attachment is not unnecessarily resorted to, and it is but justice to state that I find every wish in Bhugwanlal to aid me in carrying out my objects without resort to that measure, and Government must be well aware that the practical knowledge of such a man in these matters is no slight assistance. The only voice he has in the appointment of attachment mehtas is to take care that no new name is entered on the list without my orders; the attachments now are so few, that a selection is always made from those mehtas who have before been employed with credit. I see no reason why a man, being related to a Government servant, should be a bar to his employ. Knavery in collusion

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collusion with a talookdar is possible, and may perhaps sometimes be practised; without his connivance, it is nearly impossible, as on the removal of an attachment the accounts cannot be passed without a special investigation, unless the talookdar's examination having proved satisfactory, he has granted a rajeenamah to the mehta; one instance occurred since my appointment of an accusation against an attachment mehta, who was Bhugwanlal's brother, he died rather suddenly; his accounts were not made up, and the talookdar accused him of dishonesty; the case was thoroughly investigated by Captain Aston, and most satisfactorily disproved.

9. As to the employ of Nagur Brahmins, it must be remembered, that their class being the most intelligent and best educated in the peninsula, it is always probable that many persons of it will be found where those qualities are requisite; nearly all of those now employed were put in before Bhugwanlal's elevation to his present situation, and the officers who appointed them were not men to take people without good grounds into such service.

10. The talookdars employ as karbarrees whomsoever they think fit, and from the intercourse I have had with them, I do not consider them men likely to be led by any person in the position of the dufturdars.

11. The mohsuls or palas are nearly all of the military classes, some there are of other tribes, but the Nuggurs are very few. I especially employed four with mohsul chits on districts near Rajcote, to arrange the old native duftuis, which were in great confusion, but on the completion of this duty they will have no claim whatever for service beyond what their merits may give them.

12. It is not a secret that Goolabraee at least has a share in the banking firm of Nursing Pursad Mahadooram, but I cannot suppose such a method of investing his money can be made a matter of accusation against him.

13. The assertion of bribes in the case of the Joonaghur succession is easily made; if ever I can find any prospect of proving such an accusation, I could not of course pass it over; in its present shape it is equally vague and intangible with the others.

14. I am not acquainted with any charges which have been brought against the Jam, with whom for a long period we have had no dispute; the case pending between him and Joouderjee's firm affords, however, a fertile field for assertions, many of which I have heard, but my inquiries have failed to elicit anything further than the most vague charges.

15. The selection of the various talookdars in the 3d item includes, with Joonaghur, Nowanuggur, Bhownuggur and Palitana, the principal estates in the peninsula, and Government is aware that it is not usual to seize the account-book of talookdars, nor even to examine them, unless in cases affecting the pecuniary interest of the talooka with reference to its tribute; a month for each investigation, to the exclusion of any other business, and the destruction of the appearance of independence, so much clung to by the talookdars, would be the least but immediate results of attention to this accusation.

16. The accusation relative to the succession to Killah Wulleh bears its own refutation with it, and requires no notice.

17. Rajcote sirdar, under the ministryof Anundjee, is far better managed than formerly in every respect; the Thacoor chooses, as all others, his own minister.

18. The Kotrata looka was farmed to Amrutlall, in 1842, in supercession of the sequestration, and was sanctioned by Government; this requires no other notice.

19. The Apleta talooka was given in poolachoot lease to Amrutlal, as the best means of releasing the Gondul estate from the pecuniary obligations it lay under to him; the farm expires in 1846, and I see no reason for further remarks on it.

20. Kursunjee has long been employed on attachment duty; the comparatively quiet state of Babreeawar fully warrants my disbelief of the accusation against him; in 1842, Captain Jacob was in that country, and he was not a man to pass over misconduct such as attributed to him.

21. Bhownuggur

21. Bhownuggur pays zortulubee to the Nawab of Joonaghur in one sum, an old calculation of the various items; if the thacoor choose to remit any customary collection on a village given in enam, we have nothing to do with it, unless the public interests are concerned.

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22. Certain shrawuks of Ahmedabad (*videlicet*, Heemabhoy, the Nuggur Shet of that city) have long held the farm of Politana at a rent of 42,000 rupees; the lease is now up, and the estimate of the produce for this year is 72,000 rupees; the loss of so valuable a possession may well stimulate some exertions to avert it. The examination of the accounts has been allotted to a punchayet, and I have required security from the thacoor to the amount of 30,000 rupees, the surplus beyond the old farm, in payment of the first instalment of any balance which may be due to the late farmers; should he not satisfy me on this head, villages to that amount will be sequestrated.

23. Bappoobhoy is the son of the minister of Bhownuggur, we have no concern in any farms granted to him, unless the moolgrasseeas complain of oppression; petitions of this description meet with immediate attention.

24. The claim of the junior members of the talookdar's family to more than the customary giras has long been reported to Government.

25. The Gudra dispute has existed nearly in the same state as now for seven years, and had not I been obliged to repair to Joonaghur, would by this time either have been settled or submitted for the orders of the Government.

26. The para. relative to Jubbur Shet being called to Rajcote is not true. A farm for 10 years would not be an undesirable measure for the Nawab, he is now endeavouring to lease his districts for five years; the whole of the Joonaghur arrangement, forming the subject of a report, renders further notice unnecessary.

27. Bhugwanlal and Goolabraee are men of respectable, though comparatively not wealthy families; the amount of their estates of 10,000 or 20,000 rupees each (not a very exact calculation), is but little for them in the natural course of events to have come into; the averment of the secretion of the 25 lacs is undserving of any notice.

28. I am not well acquainted with the private character of the vakeels, nor do I suppose Government wishes to inquire whether they keep dancing girls; I believe both the dufturdars, especially Bhugwanlal, to be free from excesses of the description alluded to.

29. The suspension of the dufturdars, were proof at hand of the assertions in the petition, would be necessary; two instances of such proceedings are adduced, but the proceeding in those cases was on proof. The suspension of Chotumlall, more germane to the matter in hand, is not glanced at, and if examples of the ill effects of such a measure were required, I would beg respectfully that his case should not be lost sight of.

30. With reference to the officers recommended to Government for the investigation, Captain Ramsey was thought to dislike Bhugwanlall, and a fine deservedly imposed by Captain Aston on Goolabraee for overstaying a leave of absence, is quite sufficient to obtain for him credit for similar partiality with persons who appear animated with such a spirit as the petitioners.

31. The wishes of the talookdars will be best known when they petition in their own names. I can see but little inclination on their part to give up their estates, and believe that they must suffer far more extortion than they are likely to bear in silence before they wish for such a course.

32. In conclusion, I may be allowed to state that an inquiry of the extensive nature contemplated in the petition, could only be conducted by the Political Agent if relieved from all other duties. He has now more work than can be done with any satisfaction, and a new and mere temporary establishment which would be necessary on the suspension of the present one, would render his duties far more laborious; a separate officer and establishment then for such investigation would be absolutely necessary.

33. I also beg that it may be understood that having no very exalted opinions of native honesty, I always listen with attention to tales affecting the

character

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character of persons in my employ, but until I can get more than the vague assertions and surmises which I have hitherto heard, I should be sadly wanting in my duty to Government, and those interests intrusted to my charge, were I to take any steps grounded on them; the full conviction of the necessity of all measures, which I propose to carry out in this province, appearing to me the only general safeguard against any underhand dealings.

34. The great pressure of other business must be my excuse if I have failed in my notice of any of these accusations, but I shall be happy to afford further information on any point on which the Honourable the Governor in Council may wish for it.

I have, &c.

Camp Joonaghur,
28 December 1843.

(signed) *A. Malet*,
Political Agent.

No. 1304.

Minute by the Honourable Board.

1. Under the circumstances stated in this Report, I am not aware that we can for the present do more than direct the Political Agent in Kattywar to continue to exercise the utmost possible vigilance over the conduct of every member of his establishment, and immediately to report to Government should he hereafter have the slightest grounds for attaching credit to the charges made against any of the parties mentioned in the petition, dated the 14th September last. Mr. Malet's attention should at the same time be called to the Government letter, dated the 29th instant, directing him to institute inquiries into the truth or otherwise of the Regent Baee of Wudwan having, as entered in her accounts, paid during the last few years, large sums of money as bribes to parties in the employment of Government; and he should be directed to report whether the names of any of the individuals mentioned in this petition are amongst the names entered in the Baee's chopras as having received these bribes.

2. In the 12th para. Mr. Malet observes, that "it is not a secret that Golabraee at least has a share in the banking firm of Nursing Pursad Mahdoram, but I cannot suppose such a method of investing his money can be made a matter of accusation against him." Golabraee, the individual alluded to in this extract is, it appears from the 4th para. of Mr. Malet's letter, the native second in rank upon the Political Agent's establishment; I am surprised that Mr. Malet should consider the fact of this individual being a partner in a banking firm, to be no disqualification to his employment as a member of his establishment. It is clear that in expressing this opinion Mr. Malet has altogether lost sight of the Government circular, dated the 3d May 1805, which prohibits the employment in any department under Government of any European or native, who is directly or indirectly engaged in trade. This circular is to the following effect: "The Honourable the Governor in Council is pleased to prohibit you from employing European or native clerks in your department who may be engaged in trade directly or indirectly on their own account, or as agents for others; inattention to which rule and positive regulation (which is now prescribed in the spirit of the last order received from the Honourable the Court of Directors) will subject the Company's servants, who may continue to allow of such trading clerks, or other description of officers in the departments under them, to the highest displeasure of Government."

3. With reference to the provisions of this circular, Mr. Malet should be directed to require Goolabraee either immediately to relinquish all further connexion with the banking firm, and any other mercantile transactions in which he may be engaged, or otherwise to discharge him from the Political Agent's establishment; Mr. Malet should report to Government which of these alternatives this person may select. In the event of Goolabraee preferring to remain in his situation, Mr. Malet should carefully ascertain that he really abandons all mercantile pursuits, and in the event of his hereafter being at any time found engaged in trade he should be discharged from his situation.

Mr.

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Mr. Malet should be directed to continue his exertions for discovering the writers of this petition, and should he on further inquiry be enabled to trace them out, he should report the circumstance to Government, and invite the parties to afford proof of the representations contained in the petition. In the course of his inquiries Mr. Malet should ascertain whether this petition has proceeded from either of the three persons mentioned in the 3d para. of his letter. In order to facilitate Mr. Malet's inquiries the original native petition, dated the 14th September last, should be forwarded to him, as it may be possible, that if not anonymous, the handwriting or signatures of the parties may be traced out.

19 February 1844.

(signed) *G. Arthur.*
T. M'Mahon.
G. W. Anderson.
J. H. Crawford.

No. 695 of 1844.

No. 1305.

From *J. P. Willoughby*, Esquire, Secretary to Government, Bombay,
to *A. Malet*, Esquire, Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 129, dated the 28th of December 1843, reporting the result of the inquiries instituted by you on the petition from Shah Luckeedass Nemjee, preferring charges of bribery, corruption, and undue influence against certain members of your establishment.

2. In reply I am desired to request that you will continue to exercise the utmost possible vigilance over the conduct of every member of your establishment, and immediately to report to Government, should you hereafter have the slightest grounds for attaching credit to the charges made in the above-mentioned petition against any of the parties therein alluded to.

3. The Governor in Council at the same time requests your attention to my letter, No. 511, dated the 15th instant, directing you to institute inquiries into the truth or otherwise of the Regent Baee of Wudwan, having, as entered in her accounts, paid, during the last few years, large sums of money as bribes to parties in the employment of Government, and desires that you will report whether the names of any of the individuals mentioned in the above petition are amongst the names entered in the Baee's chopras as having received the bribes.

4. Adverting to the 12th para. of your letter, I am instructed to express the surprise of Government that you should consider the fact of "Goolabraee" being a partner in the banking firm of "Nursing Pursad Maldooram," to be no disqualification to his employment as a member of your establishment.

5. In expressing this opinion you have altogether lost sight of the circular order, dated the 3d May 1805, prohibiting the employment in any department under Government, of any European or native who is directly or indirectly engaged in trade.

6. With reference to the provisions of this circular order, you will be pleased to require Goolabraee, either immediately to relinquish all further connexion with the banking firm in question, as well as any other mercantile transactions in which he may be engaged, or to resign his situation on your establishment. In the event of Goolabraee preferring to retain his situation, you should carefully ascertain that he really abandons all mercantile pursuits, and should he hereafter at any time be found engaged in trade he must be discharged.

7. The Governor in Council requests that you will continue your exertions for discovering the writers of the petition in question, and that should you be enabled to trace them out, you will report the circumstance to Government, and at the same time invite the parties to afford proof of the representations therein contained.

8. I am instructed to request that you will, in the course of your inquiries, endeavour to ascertain whether this petition has proceeded from either of the

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three persons mentioned in the 3d para. of your letter. With the view of facilitating your inquiries; the original is herewith enclosed, as it may be possible that if not anonymous, the handwriting or signatures of the parties may be recognised.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle,
29 February 1844.

Extract Bombay Political Consultation, 29 May 1844.

No. 3054. From the Political Agent in Kattewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 29th February last, No. 695.

2. I called on Captain Aston to question the sons of Kassenath at Joonaghur, and while at Amreelee I examined the goomasta of Mungul Sukeedas. All three have denied any knowledge of the petition; it must, therefore, I presume, for the present be considered anonymous, and the motives for it may be supposed to be those which usually prompt such communications. Copy of Captain Aston's letter of the 25th ultimo is enclosed.

3. The original may aid me in discovering the authors, though as it is not intended, I fancy, to publish its contents, I make use of it with caution.

4. The persons mentioned in the petition are not named in the Wudwan accounts. The Bhaee has been called on for explanation on the items alluded to, and a separate report on the subject will hereafter be transmitted to Government.

5. I continue to watch as vigilantly as I can the conduct of members of my establishment; but I must, in justice to myself and its members, allude to the smallness of European assistance which is afforded me. A glance at the map of the province, a thought on its varied races, interests, and the complicated and unceasing disputes which must ever exist in it, point it out as a place in which the greatest good must follow European superintendence, and in which much evil may arise from the want of it. It is now 14 months that I have been with but one assistant; the evils of this cannot be known without experience, but they may faintly be fancied from the knowledge the officers of Government possess of the immense weight of the petty detail of business, which cannot be neglected, while there are also pending various questions of the greatest importance, some of which have for years been in a state which may be likened to a money-bag, ready open to anyone who could gull the holder, himself anxiously wishing to be deceived.

6. I have thought it right to notice these things, that it may not be supposed from my silence that I consider I have enough European aid, and that I may not be said to think my establishment unexposed to very serious temptations.

7. It is now necessary for me to trouble you with a few remarks on Goolabraee's case with reference to the 6th para. of your letter. I enter on this subject with the more hesitation as the orders are rather peremptory; but my duty to my subordinates, and the circumstances of the case, will, I hope, prove my excuse.

8. It appears to me, that unless some channel of use is permitted to natives for their money, Government will be placed in a disadvantageous position as to selection for service, and persons of any wealth, by the possession of which their respectability is usually increased, will in this province not be available for employ.

9. A native is forbidden to enter into any mercantile speculations; private loans are prohibited. It is not the custom in this province for the educated classes to invest their money in land, and he is refused permission to hold bank shares. With these instructions, I may be pardoned for asking what he may do with any money he may happen to have inherited or to make.

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10. Goolabraee's salary is 50 rupees a month; his family is respectable, his station responsible, and his character good, for I do not suppose it can have been hurt in the opinion of Government by anonymous calumnies; his connexion with the banking-house, except in degree, is no more than that of a proprietor of shares in the Bank of Bombay.

11. No banking house can in any way act on, or be acted on, by the Political Agent or his establishment; the talookdars draw hoondees on whomsoever they please; no money transactions, except under very peculiar circumstances, ever come before the Political Agent or his assistants for adjudication, and there is no other employment for money. May I therefore be pardoned for soliciting the indulgent consideration of Government to Goolabraee's case, without which, either a good servant will be lost, or perhaps rendered dishonest, or all power to make any use of his property will be taken from him.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Camp, Paleeteena, 8 April 1844.

From Captain *H. Aston*, Assistant Political Agent, to *A. Malet*, Esq., Political Agent in Kattewar.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 11th instant, enclosing copy of one from the Secretary to Government, relating to the anonymous petition preferring charges of bribery, corruption, and undue influence against certain members of your establishment.

2. In reply, I beg to inform you that I have, in compliance with your instructions, called upon Bolakeeram and Nuthooram, sons of Kassedas, to state whether either of them was the author of the petition in question. They deny having at any time sent, or joined in sending, any petition whatever to Government, and from their manner in replying to my inquiries, no doubt whatever is left in my mind of the truth of their answers, nor are they persons at all likely to have been concerned in writing such a petition. They have both been employed for some years as humble but respectable mehtas in country business, one in the employ of Jubbur Leeladhur until his arrest, the other in the employ of Hubeeb Khan.

3. With reference to the fourth, fifth, and sixth paras. of the Government letter to which you have directed my particular attention, I beg to report that having communicated to Goolabraee the orders in the sixth para. of the Government letter, that he should immediately relinquish all connexion with the Rajcote banking firm, or resign his situation on your establishment, he expressed great, and I believe sincere surprise, that he should be held to have offended against the rule which prohibits those in the employ of Government, receiving pay, engaged in trade. He spoke promptly, and without the slightest apparent reserve on the subject, being anxious, it seemed, that the nature and extent of his interest in the concern should be perfectly known and understood. He said that many years before he was appointed to his present situation he was directly engaged in banking transactions, and that though he had little money, his credit was very extensive, and that even the Political Agent's records at Rajcote would show bills drawn upon him for 40,000 or 50,000 rupees at a time; but that after appointment to his present situation, he withdrew from all direct connexion with business. The pay of the situation, however, was very small in proportion to its respectability, and his expenses were necessarily greater in proportion to his greater respectability; besides that, he had already a wife and four children to provide for; he had therefore endeavoured to make a little money besides his pay in a way that he thought was not objectionable, and about two years ago he joined in establishing a banking firm in Rajcote under the name of Nursing Pursad Madhooraee; and in avoiding all responsibility and all interference or participation in the conduct of the business, which might have engrossed his time, or in other respects been inconvenient to him as a Government servant, he thought he had avoided offending against the order prohibiting engaging in trade. In consequence of his former banking occupations,

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pations, the business, on its establishment, looked principally to him for connexion, and to Unutjee for money; but that the profits were to be shared equally, Unutjee, however, receiving six per cent. for the money above a certain amount that he might advance, Nursing Pursad, a monied man, on the part of Unnutjee, being the responsible person, and Goolabraee's brother, Madooraee, engaging in looking after his interests, and by his connexion attracting constituents or extending credit. All direct dealings with the whomias, the chiefs, and other landholders was strictly prohibited, and in no instance occurred, except perhaps with the chief of Rajcote, and this not on the responsibility of the firm, but on the individual responsibility of Unutjee, the Rajcote Karbarree. The total net profits of the concern last year amounted to about 800 rupees, or a little above.

4. Goolabraee added that Doolubjee, the Nuwanuggur Wukeel, before the establishment of the banking firm of Nursing Pursad Mahadooraee, had urged him very strongly to become a partner in his mercantile business, but that he had refused, because he thought it would not be proper as a good servant; notwithstanding the business was very extensive and flourishing, and Doolubjee very skilful.

5. I requested Goolabraee to put in writing the substance of what he had spoken; and I enclose translation of the memorandum he furnished in consequence. He now only awaits your final orders on the subject to obey them.

6. In consequence of the suspicion that has been thrown upon Goolabraee, on account of his interest in the banking concern, I deem it a duty in this place to mention that I received a high character of him from Captain Jacob; and though former events in this province have made me ever watchful of his conduct, I have never seen reason to suspect his honesty, but always the reverse. I have been gratified to learn that, from his family connexions and his former conduct in banking business, he is much respected, for usefulness of a karkoon in his situation is much increased by good charactor amongst the people. The tendency of trading by men of small salaries in Kattewar is rather to prevent than to cause corruption. To instance, among the numerous wukeels that appear before the Political Agent, the two extensively engaged in trading of Nowanuggur and Porebunder have been considered, I believe, the most honest or the least questionable of all. They have obtained by trade what their necessities might otherwise have instigated them to obtain by corruption. Of course you will not infer from this remark that I would for a moment defend trading by Government servants.

7. In conclusion, permit me, in alluding to the amount of salary of my karkoon, to mention, very respectfully, that I think it very inadequate to his office, and to solicit that you will kindly endeavour to get it raised. Without drawing any comparison, to show that his salary is small compared with that of others on your establishment, it will, I trust, suffice to justify this recommendation, that both Captains Lang and Jacob considered the first assistant's karkoon inadequately paid; 50 rupees a month does not appear to me nearly enough to command that talent and integrity which his situation calls for. The last karkoon had the necessary talent, but endeavoured by dishonesty to add to the fixed remuneration of his office; the present karkoon has the talent, and hitherto has, I believe, evinced the integrity necessary; but this integrity will probably be subjected to very severe tests. Elevated in the view of the people of the country into a position of considerable official rank, in spite of himself, and after all that can be done to avert any impression that he can have any independent power, or authority, or undue influence, he must be subjected to strong temptation to add to his income something besides his salary, to keep up what he is likely to consider a necessary degree of respectability.

I have, &c.

25 March 1844. (signed) *H. Aston*,
Assistant Political Agent.

(True copy.)

(signed) A. Malet, Political Agent.

Anonymous Charges of Bribery against Members of the Kattywar Political Agency.

TRANSLATION of a Memorandum from *Goolabraee.*

WITH respect to the prohibition to Government servants keeping shops, or in other way engaging in trade, to which I am directed to attend, it is publicly known that no servant of Government receiving pay must have any direct dealings in trading or farming with the people of the country. The order to this effect is in force. If any person have caused the Sirkar to doubt regarding my connexion with the firm of Nursing Pursad Mahoodooraee, established two years ago at Rajcote, I beg to state the concern is not mine. The head of the firm, the responsible person, is no relation of mine; the other partner is my brother. Moreover, I neither go to the house, nor am I to go there, and my name is not taken in the firm. In the little profits of the business I have a share, and my part is merely to inspect and audit the accounts annually.

Because, through the Sircar's favour, my situation is honourable, though my pay is small, expenses, some voluntary and some contrary to my wishes, must fall upon me, according to the respectability of my position, therefore have I thus schemed to meet those expenses. In this there is no way (direct) connexion of a Government servant (with trade), nor is it (in this respect) at all questionable. Had it been a questionable matter I would not have thought of it.

If the Sirkar wishes to inspect the books of the firm, they shall be immediately produced; and, moreover, if the Sirkar doubts in the matter, I will cause my interest in the concern to cease. The Sirkar being my protector will in some way take care of me. I am ready to do whatever the Sircar orders.

(True translation.)

23 March 1844.

(signed) *H. Aston,*
Assistant Political Agent.

(True copy)

(signed) A. Malet,
Political Agent.

No. 3055.

MINUTE by the Honourable the Governor, subscribed to by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid.*

THE petition being anonymous, is not deserving of any further notice.

2. In regard to Goolabraee, nothing can be more objectionable than his being in any way mixed up in banking transactions in the province in which he fills a situation in the Political Department of trust and responsibility.

3. Lieutenant Aston's statement is by no means satisfactory, and it is inconsistent. The former orders of Government, in regard to Goolabraee, must be carried out without further delay.

4. At the same time I am fully prepared to admit that our native functionaries in the Political Department are very badly paid, with reference more particularly to the peculiar temptations to which they are exposed; and I should be very glad to provide against so great an evil. The power of the purse does not, however, appertain to the subordinate government.

8 May 1844.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

No. 1645 of 1844.

No. 3056.

From *E. H. Townsend,* Esq., Secretary to Government, Bombay, to *A. Malet,* Esq., Political Agent in Kattewar.

Sir,

I AM directed to acknowledge the receipt of your letter No. 45, dated the 8th ultimo, forwarding copy of a communication from your assistant, Captain Aston, dated the 25th of the preceding month, reporting that he has been unable to discover the writer of the petition referred to you with Mr. Secretary Willoughby's letter No. 319, dated the 16th December last; and to inform you that as this petition appears to be anonymous, the Honourable the Governor-in-Council considers the representation it contains to be undeserving of further notice.

2. In

Anonymous Charges of Bribery against Members of the Kattywar Political Agency.

2. In respect to Goolabraee, however, I am instructed to state that nothing can be more objectionable than that individual being in any way mixed up in banking transactions in the province in which he fills a situation in the Political Department of trust and responsibility; the Governor in Council considers Captain Aston's statement with regard to Goolabraee to be inconsistent, and by no means satisfactory; and I am desired to request that you will carry into effect, without further delay, the instructions in regard to this person, contained in Mr. Chief Secretary Willoughby's, No. 695, dated the 29th February last.

I have, &c.
Bombay Castle, 24 May 1844. (signed) *E. H. Townsend,*
Secretary to Government.

(True extract.)
(signed) J. P. Willoughby,
Chief Secretary.

Charges of Corruption against Bhugwun Lall and others.

Proceedings relative to Charges of Corruption against Bhugwun Lall, and other Members of the Kattywar Political Agency Establishment.

Political Department, No. 44 of 1846.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

We beg to forward to your Honourable Court an extract from the proceedings of this Government on the subject of certain charges of bribery and corruption which were preferred during the years 1844 and 1845 against Bhugwanlal Mudunjee, native agent to the Political Agent at Rajcote, and other native members of the establishment of that agency.

2. With a letter, dated the 24th August 1844, Mr. Malet, the Political Agent in Kattywar, submitted the result of an investigation which had been instituted on the 13th of the same month, by himself and his first assistant, Captain Aston, into the following charges of bribery which had been preferred against Bhugwunlal Mudunjee by a person named Man Khan, formerly in the service of the Nawaub of Joonaghur, but who had latterly absconded from that place.

1st. That some time during the year 1841, he (Man Khan), by order of Nuthoo Khan, at that time a confidential adviser of the Nawaub of Joonaghur, gave 2,000 korees to Bhugwunlal as a bribe.

2d. That on another occasion during the same year, he, by an order from the same party, gave Bhugwunlal as a further bribe a pair of shawls and a gold chain.

3. On the accuser, Man Khan, being examined by Captain Aston, he greatly prevaricated in his evidence, and was unable to substantiate either of the above charges. In submitting the result of this investigation, Mr. Malet described Man Khan as "a convicted thief, and a notorious bad character," and recommended that as a punishment to Man Khan for having preferred the above false charges, he might be delivered up to the Nawaub of Joonaghur, who was desirous of obtaining possession of his person, in order that he might be compelled to satisfy certain claims preferred against him by the Nawaub.

4. We concurred with Mr. Malet in opinion that the above charges were groundless, but as no court exists in Kattywar in which Man Khan could be tried for defamation of character, we informed Mr. Malet that it would not be expedient

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expedient to deliver him up to the Nawaub of Joonaghur, in consequence of his having preferred these false charges. We pointed out to Mr. Malet that this course, if adopted, would operate as a check hereafter against well-founded complaints, but that if the Nawaub had any valid claims against Man Khan, they should be treated of independently, without reference to the false accusations he had preferred against Bhugwunlal.

5. With a letter, dated the 12th April 1845, Mr. Malet submitted to Government the result of an inquiry, which he had concluded on the preceding day, into the four following additional charges of bribery which had been preferred against Bhugwunlal Mudunjee by a person named Nouroodeen, a dismissed minister of the Mangrole Estate. The result of this investigation was, as in the former case, the entire acquittal of the accused.

1st. That in the year 1839-40, Bhugwanlal obtained by extortion, from the accuser, Nouroodeen, a pair of bullocks.

2d. That in 1840-41, Bhugwunlal received from Nouroodeen as a bribe a gold chain and a piece of gold bullion.

3d. That in 1843-44, Bhugwunlal received from Nouroodeen as a further bribe two gold chains and a gold necklace.

4th. That during the same year Bhugwunlal received from Nouroodeen, under similar circumstances to the above, a gold chain, of the value of 1,200 korees.

6. Nouroodeen alleged that he had given these bribes to Bhugwanlal for the purpose of securing his good-will in the adjustment of certain matters with the Joonaghur and Mangrole Durbars, in which his (Nouroodeen's) interests were concerned.

7. For our general sentiments in regard to each of these charges, we beg to refer to our Chief Secretary's letter to Mr. Malet, dated the 29th April last, copy of which forms enclosure No. 9, to Collection No. 1, accompanying this despatch. From this letter your Honourable Court will observe, that we are of opinion that Mr. Malet conducted this inquiry with impartiality, and with an anxious desire to elicit the truth. We saw no reasons for dissenting from the conclusions at which Mr. Malet had arrived at the close of the investigation, acquitting Bhugwanlal of the whole of the above four charges, and we accordingly confirmed his proceedings.

8. In intimating the above decision to Mr. Malet, we informed him that we were glad to observe that he seemed to be fully impressed with a sense of the necessity of keeping a vigilant watch over his native establishment, who are undoubtedly exposed to great temptations in a country like Kattywar. We at the same time observed to Mr. Malet, that the only mode in which these temptations could be diminished was by his being easy of access to all, by transacting business in the most public manner, and by never placing too much confidence in any individual on his establishment.

9. We directed Mr. Malet to prepare an abstract of the present case in the Guzerattee language, which should also contain an explanation of the grounds on which Bhugwanlal had been fully acquitted of the above charges, and a few well-judged remarks pointing out the folly of any parties having causes pending before the Political Agent in Kattywar, being induced to believe that they could compass their ends by bribery. We directed that this document, when completed, should be read in open Durbar, and be afterwards posted up, in a conspicuous situation, in his cutcherry.

10. With a further letter, dated the 3d May 1845, Mr. Malet submitted to Government some additional evidence which he had obtained subsequent to his having closed his inquiry into the above (4) charges against Bhugwanlal, corroborative of his innocence of those charges. In reply, we referred Mr. Malet to the decision we had already passed, confirming his acquittal of Bhugwanlal.

11. With a letter, dated the 15th April 1845, Mr. Malet submitted his proceedings connected with an inquiry which he had instituted on the preceding day

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day into the three following charges of bribery which had been preferred by Nowrodeen (the accuser in the case last alluded to) against Brijlal Mondonjee, a carkoon on the Political Agent's establishment, and the brother of Bhugwanlal. This investigation terminated, as in the two former cases, in the acquittal of the accused.

> 1st. That Nowroodeen paid as a bribe to Brijlal Mondonjee, in the year 1838-39, the sum of 700 korees.
>
> 2d. That in 1840-41, the same gave to the same as a bribe two or three gold mohurs, and a piece of gold bullion.
>
> 3d. That in 1840-41, the same gave to the same a gold chain and gold ring as a further bribe.

12. In reply we informed Mr. Malet, that the contradictions of the witnesses examined in this case were of so serious a nature that we concurred in the propriety of his having acquitted the accused of the above charges, which, we considered it very probable, had, as believed by Mr. Malet, originated in a conspiracy, having in view the ruin of Bhugwanlal and his family.

13. With a letter, dated the 13th May last, Mr. Malet submitted his proceedings connected with an inquiry which he had concluded on the previous day into the four following charges of bribery which had been preferred by Janejah Mudar Sing Grasseea of Trumba against Goolabraee Ambashum, a carcoon on the Political Agent's establishment, employed with his first assistant. Mr. Malet acquitted the accused of the whole of the charges preferred against him.

> 1st. That the accuser, Mudar Sing, had concluded an agreement with Goolabraee, through an agent, for the payment to Goolabraee of a bribe of 5,000 korees, of which amount he alleged Goolabraee had, in part payment, received 1,552 korees and other amounts (not specified) realised from the sale of some grain.
>
> 2d. That a silver anclet and 200 rupees had been received by Goolabraee from the same party as a bribe.

14. We saw no reason for doubting the justice of Mr. Malet's decision acquiting Goolabraee of the above charges, and we accordingly confirmed his proceedings.

15. In two letters dated the 10th and 15th May last, to which we beg to refer, Mr. Malet afforded information which threw considerable light on the conduct and motives of the parties who had preferred the above charges against his native establishment. The facts mentioned in these letters satisfied us of the correctness of the impressions we had previously formed, that these accusations were false, and had originated with disappointed men, who had been discarded from office. With the former of these letters Mr. Malet forwarded translation of a petition which had been addressed to him by Nowroodeen, calling in question the justice of Mr. Malet's decision in acquitting Bhugwanlal and Goolabraee of the charges alluded to in 5th to 7th, and the 13th and 14th paragraphs of this despatch, and accusing him of partiality to the accused. In reply, we informed Mr. Malet we considered his explanation quite satisfactory, with the exception, that whilst Bhugwanlal had been under suspension during the investigation of the charges preferred against him, he ought not to have been permitted to frequent the Political Agent's office, or in any way to have been employed by his first assistant, Captain Aston.

16. We again, on this occasion, informed Mr. Malet that we relied on his maintaining a vigilant watch over his native establishment, since the circumstances reported in the several communications he had addressed to Government on the subject of the above charges, proved that they are exposed to great temptations, from parties desirous of obtaining their interest and influence, by means of bribes.

17. In a further letter, dated the 16th May last, Mr. Malet reported, that Man Khan* and two other persons, named Russeedass and Kubba Sandee, the two-

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* *Vide* para. 2 of this despatch.

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two latter as agents from Nowroodeen, had proceeded from Rajcote to Bombay for the purpose of prosecuting their accusations against Bhugwanlal and other members of the Political Agent's establishment, and endeavouring to induce Government to order a re-investigation of the charges against them, which had already been investigated by Mr. Malet. As these charges had been carefully and impartially investigated, and as every opportunity had at the time been afforded to the accusers of Bhugwanlal and the other members of the Political Agent's establishment to substantiate their charges, but in which they had failed, we are of opinion that no advantage would result from allowing the inquiry into these charges to be reopened. We therefore resolved not to receive the agents alluded to by Mr. Malet, who had proceeded to Bombay in the hope of affecting this object, and to return to them any petitions which they might, during their stay at the Presidency, address to Government in regard to these charges, with an intimation that we had resolved not to pay any attention to their representations on this subject.

18. About this time we received a petition from Nowroodeen direct, alleging that the investigation into the charges which himself and others had preferred against the native members of the Political Agent's establishment had been unfairly investigated by Mr. Malet, and soliciting that some other officer might be appointed by Government to re-investigate them. In reply, we informed Nowroodeen that Mr. Malet had investigated the above charges with impartiality, and had acquitted the accused on every charge. That the whole of Mr. Malet's decision had, after the fullest consideration, been confirmed by Government, and that we could not therefore comply with his request for the appointment of another officer to re-investigate these charges.

19. We next beg to submit to your Honourable Court, in Collection No. 2, four representations, to which we beg to refer, from Mr. Henry Foster (an Indo-Briton), late head accountant to the Kattywar Political Agency, dated the 1st and 4th October, and the 7th and 10th November last, advancing various charges of bribery and corruption against native members of Mr. Malet's establishment, and charging his superior, Mr. Malet, with having, on several occasions, exercised towards himself (Mr. Foster) harsh and uncourteous treatment, and at the same time animadverting, in the instances detailed in his letters, on the official conduct of Mr. Malet.

20. On receipt of these representations, we referred them for the report and explanation of Mr. Malet. Mr. Malet's replies to these references, to which we beg to refer, form Enclosures Nos. 4 and 5, to Collection No. 2, accompanying this despatch. We also beg to call attention to a precis which has been prepared by our Chief Secretary, containing the substance of each of Mr. Foster's complaints, and the explanation afforded by Mr. Malet upon each of them.

21. For our general sentiments upon Mr. Foster's complaints and charges, we beg to refer to our Chief Secretary's letter to Mr. Malet, dated the 15th January last. From this letter your Honourable Court will observe, that we are of opinion that Mr. Malet's explanation is generally satisfactory; that Mr. Foster's charges are totally devoid of foundation; and that he preferred these charges with the view of indulging a rancorous and acrimonious feeling against Mr. Malet and certain members of his establishment, in consequence of some fancied slights; and that in order to embarrass Mr. Malet, he had constituted himself a redresser of grievances, and a referee for the complaints of all unsuccessful parties, whose affairs may have come under the control of the Rajcote Agency.

22. In consequence of the insubordinate conduct evinced by Mr. Foster towards his superior, Mr. Malet, as proved from these documents, and the offensive and unfounded imputations which he has cast upon the character of that gentleman, we have felt it our duty to remove Mr. Foster from his situation of head accountant to the Rajcote Agency. We have subsequently received a letter from Mr. Foster, dated the 29th January last, expressing contrition for his misconduct, and stating that he cannot but view his removal from his situation as a just punishment, but soliciting that, in consideration of his past services, some other appointment may be conferred upon him, and pledging himself, in this

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this event, that his "future conduct shall amply atone for the past." In reply, we have informed Mr. Foster, that he has not been declared by Government ineligible for future employment in the public service, but that it is not in our power to appoint him to any particular situation.

We have, &c.
(signed) *G. W. Arthur.*
J. H. Crawford.
L. R. Reid.

Bombay Castle,
6 April 1846.

EXTRACT Political Letter to Bombay, dated 29 July (No. 20), 1846.

Kattywur.

Para. 2. THE most important subject brought to our notice in these communications, is an investigation into numerous charges of corruption against several principal members of the Political Agent's native establishment, viz. Bhugwunlal, the native agent, his brother, Brijlal, and Goolabraee, the karkoon attached to the first assistant.

3. Most of the charges broke down by discrepancies of an unequivocal character in the evidence of the witnesses, and we agree with Mr. Malet, and with your Government, that none of the charges were established. The principal accusers were Hubeeb Khan and Nooroodeen, dismissed ministers of Joonaghur and Mangrole, and there is reason to believe that their object was to promote their personal views by the ruin of Mr. Malet's confidential officers.

4. We see no reason to ascribe to Mr. Malet any bias in favour of the accused, or any want of zeal in the inquiry; but he committed a great error, which you pointed out, and on which you should have animadverted more strongly. Bhugwunlal had been very properly suspended from office during the inquiry. The principal object of such suspension is to prevent the official character of the accused from overawing the witnesses, and to show that the confidence of Government is withheld from an officer who is under any serious accusation, until he has completely exonerated himself. Yet the suspension of Bhugwunlal was almost nominal, for he was permitted to "come to the cutcherry and sit in his usual place,"* and was even employed on some matters of business. We believe that Mr. Malet was solely influenced by the value of Bhugwunlal's official experience, and the difficulty he felt in dispensing with his services, But he ought to have been sensible that he was taking a course likely to frustrate the objects of the inquiry.

5. Even the partial suspension was removed as soon as the charges against Bhugwunlal himself were dismissed, though others were still pending against his alleged confederate Goolabraee. Accordingly the accuser of Goolabraee "petitioned" Mr. Malet "not to carry on the inquiry, as the witnesses were afraid, in consequence of Bhugwunlal's restoration to office, to tell the truth."† We do not attach much importance to this assertion, which may be the last refuge of an unsuccessful accuser; but it was wrong to give even an apparent colour to it.

7. The frequency of charges of corruption against the native establishment (which have rapidly succeeded one another in Kattywar for many years,) is a serious evil; and when the charges are groundless (as they have generally been found to be), they must be ascribed to a general impression that the native officers have the chief influence in the conduct of affairs, that the decisions of Government are the effect of their advice, and may be reversed, if by any means they can be expelled from office. It is of great importance to remove this impression from the minds of the people; and above all, to avoid anything which might tend to strengthen it. We observe that it is stated in a petition‡ to Government, and we do not find it anywhere denied by Mr. Malet that he "does not know Guzerattee, and the native agent alone goes to his bungalow to read petitions." All petitions and every proceeding on them should be read *vivâ voce* in open kutcherry, in the presence of the parties. There is no other effectual way to convince the people that their statements are properly attended to by the agent himself. We are also decidedly of opinion, that any officer who is so little acquainted with the language of the district, as to be dependent on his native omlah for the interpretation of complaints made to him, is unfit to hold such an office at that of Political Agent in Kattywar, and we desire your particular attention to this most essential point.

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* Mr. Malet's letter, dated 10th May 1845.

† Mr. Malet's letter, dated 13th May 1845.

‡ Dated 19th November 1844, in Cons. of 23d April 1845.

Charges of Corruption against Bhugwun Lall and others.

EXTRACT Political Letter from Bombay, dated 25 March (No. 50) 1848.

Para. 1. IN a letter dated the 18th August last, Major Lang, the Political Agent in Katteewar, reported to Government that he had found it requisite to suspend from their situations, Bhugwan Lall Mudunjee, head native agent to the Katteewar Political Agency, and Goolabraee Ambashunkur, head karkoon on the establishment of the first assistant to the Political Agent, in consequence of their having received presents from the chief of Rajcote, on the occasion of their celebrating certain religious ceremonies, the same being in contravention of the orders quoted in the margin,* issued by Government on the 28th November 1828, and the 25th February 1846, prohibiting the interchange of gifts by native servants in its employ.

* See below.

2. The charges preferred against Bhugwan Lall were, that during the year 1845-46, he had received from the Rajcote Durbar, through the intervention of its karbaree, Anuntjee Amurchund, a present of 500 korees as "wastoo," on the occasion of his performing the usual ceremony on the opening of a new house, and a further similar present as "junoee" on the occasion of his son's investiture with the Brahminical cord.

3. Bhugwan Lall, in the first instance, denied all knowledge of either of these transactions, and was supported in his denial by Anuntjee Amurchund. Subsequently, however, Bhugwan Lall admitted having received the former of these presents, but excused himself on the ground that this transaction had occurred previous to the publication in Kattywar of the Government prohibition (of the 25th February 1846) against the interchange of presents on such occasions.

4. Bhugwan Lall further admitted having, subsequent to the date of the Government order above alluded to, about the time of his son's investiture with the Brahminical thread, received from Anuntjee Amurchund, a second sum of 500 koorees, but declared that this money had been given to him, not as a present, but in part payment of a sum of 1,199 rupees, which he had a short time previously made over to Anuntjee for the purpose of conveying it for him to Joonaghur.

5. Apart from admissions made by Bhugwan Lall, some extracts obtained by Major Lang from the account books of the Rajkote Durbar, and from those belonging to the Karbaree Anuntjee, taken in connexion with certain erasures and alterations, which, evidently for the purpose of concealment, had been made in these accounts, conjoined to the facts elicited in the course of the investigation into these charges, established to our satisfaction the fact, that Bhagwan Lall received both of these sums of money as presents from the Rajcote Durbar.

6. As one of these presents was received by Bhugwan Lall subsequent to the promulgation in Kattywar of the Government order of the 25th February 1846, and as this person, by his equivocation during this investigation, proved himself undeserving of future confidence, we have directed his dismissal from the office of native agent, and we have prohibited his re-employment in any capacity under Government.

7. For the discreditable part which the karberee Anuntjee Amurchund took in this transaction, we should have deemed it our duty to issue a prohibition against his being recognised hereafter by the Political Agent, as the agent or minister of any chief in Kattywar, but for the circumstance that our doing so would at the

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* Government Order, dated 25th February 1846.—"I am directed by the Honourable the Governor in Council to annex, for your information, copy of a circular letter issued from the Revenue Department under date the 28th November 1828, prohibiting the practice of the interchange of gifts between a native officer and his subordinates on the occasion of marriages or other domestic ceremonies, and to acquaint you that Government has resolved that this order shall be made applicable to native servants employed in the Political Department."

Government Order, dated 28th November 1828.—"The Honourable the Governor in Council directs, that no komavisdar, or any other public officer, is to receive, on the occasion of marriages or other ceremonies in his family, or among his connexion, any nuggur, chaudha, or present, under any denomination whatever, from the public servants or inhabitants of the district in which they may be employed, and persons contravening this order shall be liable to be judicially prosecuted and dismissed. You will be pleased to communicate the above to all your native servants."

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the present moment be likely to disarrange the affairs of the Joonaghur state. We, however, deemed it requisite to direct that his services be for the future strictly confined to the Joonaghur Durbar; and we instructed Major Lang to issue a prohibitory order against his being employed in any other state or talooka in the province. We also directed that the honorary marks of attention which it has heretofore been customary to accord to Anuntjee Amerjee, on the occasion of his visits to the Political Agent on matters connected with the affairs of Joonaghur, be for the future discontinued.

8. Major Lang subsequently represented that the circulation of a proclamation forbidding Anuntjee's employment as karbaree, by any other chief in Kattywar would be felt as a stigma by the Nawab of Joonaghur, and stated that he had already written to the Regent Baee of Rajcote, to direct his dismissal from employment in the management of that talooka, we have accordingly rescinded this portion of our orders, with instructions however to Major Lang, to interpose his authority whenever requisite, to prevent Anuntjee being taken into service in any other part of Kattywar.

* *Vide* para. 1 of this despatch.

9. The charges preferred against Goolabraee Ambashunker,* head karkoon on the establishment of the first assistant to the Political Agent in Kattywar, were, 1st. That he had received a bribe of 60 rupees from the grassias of the village of Suttoree. 2d. That he had received from the Rajcote Durbar, on the occasion of a religious meeting held in his house at Rajkote, in September 1846, a present of a turban of the value of 60 korees, and 80 korees in money: and, 3d. That he had received a bribe of 500 rupees from the son of the Kattee chief of Jusdhun.

10. In regard to the first of these charges, it appeared on investigation, that a sum of money of the amount specified (60 rupees), had been actually paid by the grassias of Sutoora to two vakeels whom they had entertained in their behalf on the occasion of an investigation by the first assistant to the Political Agent into a boundary dispute, in which they were interested, under a belief that the amount was to be paid to Goolabraee as a bribe.

11. It was, however, during the investigation into this charge, satisfactorily established that this money was retained by the two vakeels above-mentioned for their own use, and that they had endeavoured to establish Goolabraee's complicity in the transaction with the view of effecting his ruin. Under these circumstances, we have directed the dismissal from practice before the political authorities in Kattywar of one of these vakeels, whose participation in this conspiracy was fully established, and we have interdicted his future employment by any of the tributary chiefs of the province. The proof against the other vakeel supposed to be implicated, not being conclusive, although the suspicions against him were very strong, we have informed Major Lang that his continued practice should depend on his former character.

12. From the proofs adduced in support of the second charge† against Goolabraee, we were of opinion that no doubt existed of the fact, that the presents in question were made by the chief of Rajkote and his family to Goolabraee, on the occasion referred to. For this offence, Major Lang suggested that Goolabraee should be suspended from his situation for the period of three months, but as we did not consider this a sufficient punishment, we have increased the period of suspension to six months, and have directed that he receive no salary during this period. We have also directed that after the expiration of this term, Goolabraee be employed for some time to come on some other duty than that of karkoon to the first assistant to the Political Agent.

13. In the absence of any substantial proof against Goolabraee, of his having acted in a corrupt manner on the occasion alluded to in the third‡ charge, we have deemed it unnecessary to take any notice of this allegation further than to direct Major Lang to intimate to him that Government trusts that the punishment of suspension for six months, with which it has been requisite to visit him (as

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† Namely, of his having received from the Rajkote Durbar, on the occasion of a religious meeting held in his house at Rajkote in September 1846, a present of a turban, of the value of 60 korees, and 80 korees in money.

‡ Namely, having received a bribe of 500 rupees from the son of the Kattee chief of Jusdhun.

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(as reported in the preceding paragraph), will have the effect of inducing him to observe the strictest integrity for the future. In this case also we have considered it requisite to direct the dismissal from practice before the political authorities in Kattywar of a vakeel named Rewa Shunker, who was proved to have acted in an improper manner in the transaction.

14. With reference to these cases, Major Lang suggested for the consideration of Government, that a proclamation should he issued in Kattywar, limiting the period of three months for the receipt of complaints of bribery against the members of his own and his assistant's establishments. In reply, we informed Major Lang that we did not approve of this suggestion; that we are fully sensible of the inconvenience which such complaints occasion in the discharge of the onerous duties of the Kattywar Agency, and of the amount of time their investigation of necessity occupies; but that these evils are unavoidable, and that there can be no more important object kept in view than the purification of all public establishments from the taint of bribery and corruption.

EXTRACT Political Letter to Bombay, dated 9 August (No. 26) 1848.

Kattywar.

2. WE regret to observe that Bhugwanloll, these native agent, has been convicted of receiving on two occasions presents of 500 rupees from the Rajkote Durbar. He has, in consequence, been dismissed from office and declared disqualified for future employment.

3. Annuntjee Umeerchund, the carbarree, by whom these presents were made, has, in addition to that offence, been guilty of the most shameless falsehood during the investigation. The Baee of Rajkote has, in consequence, been required to dismiss him from employment in that talooka, but he is still suffered to retain his place in the Joonaghur Council of Administration, which is stated by Captain Lang to give him the entire control of Joonaghur affairs. This individual had formerly been proclaimed incapable of transacting business with the British Agent, in consequence of implication in a bribery case, and it was with great regret that we had sanctioned his employment at Joonaghur. On that occasion, he was warned (in the words of your Political Letter, No. 27 of 1844, para. 51,) "that should he at any time, while entrusted with a share in the management of the affairs of Joonaghur, mix himself up with any intrigues, or give the Political Agent cause to withdraw his confidence from him, he will immediately be removed from the ministry, and the provisions of the above proclamation will again be enforced." After his present conduct, we cannot reconcile ourselves to his retaining his highly important employment; and unless the "disarrangement" which you apprehend in Joonaghur affairs from his removal is of a far more serious character than we can deem at all probable, we desire that the original interdiction against his being admitted to transact business with the British Agency be put in force.

EXTRACT Political Letter from Bombay, dated 31 October (No. 157) 1848.

Coll. No. 4, Pol. Cons. 1848, May 29th, No. 4572 to 4574.

9. IN our despatch, dated the 25th March (No. 50) of 1848, we informed your Honourable Court, that charges of having received bribes and presents had been prefered against Goolabraee Ambashunker, head carkoon on the establishment of the first assistant to the Political Agent in Kattywar, and that having considered his guilt to have been substantiated upon one of these charges, we had directed his suspension from office for a period of six months. We now beg to transmit copy of a letter from Major Lang, the Political Agent in Kattywar, dated the 5th May last, reporting the result of an investigation into a further charge preferred against this individual, of his having in the year 1846, accepted a bribe of 1,000 rupees from Wala Hathya Oghur, the Kattie Grassia, of Habreea. We see no reason to dissent from the opinion entertained by Major Lang, that this charge is unfounded.

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Kattywar.

EXTRACT Political Letter to Bombay, dated 21 February (No. 8) 1849.

Para. 14. WE observe that a fresh charge has been brought against Goolabraee, *head carcoon to the first assistant, of having corruptly received* 1,000 *rupees, but that on investigation it was not established.* We approve your *orders, "that in any future case of a vakeel being selected for Government employ, his accounts with his former principals should be settled, or at least the amount defined previous to his nomination,"* as unsettled pecuniary transactions offer great opportunities of disguising corrupt practices.

EXTRACT Political Letter from Bombay, dated 16 March (No. 18) 1849.

Para. 7. ON the 6th October 1848, a representation was addressed to Government purporting to proceed from a person named Kusulsung Unarsung (but which we have subsequently ascertained to have been an assumed name,) preferring charges of bribery and corruption against some of the native members of the establishment of the Political Agent in Kattywar; having referred this representation to Major Lang, we have reason, from his reports, to believe that no grounds existed for the charges therein preferred.

8. It having been stated in this representation, that Bhugwanlal, late native Agent of the Rajcote Agency, whose dismissal with disgrace from the service of Government we reported to your Honourable Court in our despatch, dated the 25th March (No. 50) of 1848, was at the date of the representation in the employment of the Nawab of Joonaghur, we informed Major Lang that if this were the case, it ought not to be allowed. We at the same time observed, that as a general rule, we were of opinion that all persons dismissed from the service of Government for bribery and corruption, not being natives of Kattywar, should not be permitted to remain in that province. Under the circumstances, however, reported in a subsequent letter from Major Lang, dated the 15th January last, we have authorised his keeping in abeyance, for the present, the above interdict against the employment of Bhugwanlall by the Nawab of Joonaghur.

EXTRACT Political Letter to Bombay, dated 29 August (No. 24) 1849.

Kattywar.

Para. 5. WE regret that the Nuwab of Joonaghur should be so deficient in respectable officers, that Major Lang did not think it expedient to prevent him from giving employment to Bhugwunlal, a former servant on the Agency establishment, dismissed for receiving presents from chiefs and others, on occasions of his family marriages and other ceremonies. We shall not interfere with the exercise of your discretion in the case as it at present stands; but if the suspicion against Bhugwunlal of being implicated in a case of actual bribery should be confirmed, you, of course, will not permit his employment by any chief in the province.

EXTRACT Political Letter from Bombay, dated 14 October (No. 87) 1850.

Letter to, No. 24, dated 29th August 1849.

(Para. 5.) The Court express regret that the Nuwab of Joonaghur should be so deficient in respect to officers, that Major Lang did not think it expedient to prevent him from giving employment to Bhugwunlal, a former servant on the Agency establishment, dismissed for receiving presents from chiefs and others, on occasion of his family marriages and other ceremonies. The Court state that they shall not interfere with the exercise by Government of its discretion in the case, as it at present stands, but that if the suspicion against Bhugwunlall of being implicated in a case of actual bribery should be confirmed, Government of course will not permit his employment by any chief in the province.

48. THIS para. has been communicated to the Political Agent in Kattywar. Your Honourable Court will perceive from Major Lang's letter, No. 86, dated the 1st July last, that he had up to that time been unable to investigate the charge of bribery alleged against Bhugwunlall, formerly agent at Rajkote.

Charges of Corruption against Bhugwun Lall and others.

EXTRACT Political Letter from Bombay, dated 25 July (No. 57) 1851.

Para. 10. IN continuation of the 48th para. of our despatch, dated the 14th October (No. 87) of 1850, we have the honour to forward copy of a letter from Major Lang, dated the 19th April last, submitting a report from his third assistant, Lieutenant Black, of the result of his inquiry into the charge some time since preferred against Bhugwanlal Muddonjee, of his having, while native agent to the Political Agent in Kattywar, received on various occasions, bribes to the amount of about 30,000 rupees from the agents of the widow of the late, and mother of the present Thakoor of Choora, with the view of obtaining for her the management of the affairs of that talooka, during the minority of the young chief, in opposition to the claims of the mother of the deceased chief. This investigation has terminated unsatisfactorily; the elder lady having refused to allow an examination of the Durbar books of account, but sufficient information has been elicited, to leave no doubt that subsequent to the death of the late Thakoor of Choora, considerable sums belonging to the estate have been misappropriated by the mother and the widow of the deceased chief, and others.

EXTRACT Political Letter to Bombay, dated 2 January (No. 1) 1852.

Kattywar.

Para. 15. THE inquiry by Captain Aston into the charges against Bhugwuntlal Muddenjee, formerly native agent, of having received bribes from the agents of Baee Jeteeba, of Choora, has not elicited proof of guilt, though ground has been shown for strong suspicion. This unsatisfactory result is apparently owing to the Baee's persisting in withholding the Durbar books of account. Being satisfied that the Baee has squandered large sums belonging to the estates, you have deprived her of the management, and placed the estate under attachment. The Baee being thus no longer in power, the books which she withheld may now perhaps be obtained, and the truth discovered.

Extract Bombay Political Consultation, 16 October 1844.

No. 6038.

Government, No. 99 of 1844.—General, No. 395 of 1844.

From the Political Agent in Katteewar to *E. H. Townsend*, Esq., Secretary to Government, Bombay.

Sir,

1. Petition from Man Khan, 7th August.
2. Statement by ditto, 13th August.
3. Letter from the Nuwab, 17th August.
4. Letter from Rany Wala of Jetpor, 16th August.
5. Abstracts of characters of Man Khan by various people, dated 23d August.

1. I HAVE the honour to transmit enclosures, as per margin, in the investigation of an accusation of bribery against Bhugwanlal Muddunjee, my native agent, which is without the shadow of proof. It would be unnecessary to trouble Government with these proceedings, were it not that in consequence of the extreme inconvenience and injury to the public service, created by false complaints, I wish the present one not to go unpunished. Man Khan having been long in service at Joonaghur, and the Nuwab having accusations against him, I would suggest that he might be delivered up to him.

2. On receipt of the petition, No. 1, on the 13th August, I requested Captain Aston to take the petitioner's deposition, as I was busily occupied. It forms No. 2. Even had I known so much of the man's character as I now do, I believe that, notwithstanding the exceeding improbability of the accusations, it would have been my duty to inquire into them.

3. The direct accusations are two. The first, that the petitioner and Hussen Khan, a horsekeeper, gave 2,000 korees to Bhugwanlal, by order of Nuthoo Khan. The proofs of this are stated to be the chopras taken away by Jemadar Syud bin Nasir for the Nuwab, and a horsekeeper, Husseen, who helped to put the money in the cart.

4. All the property of Nuthoo Khan was delivered over to the Nuwab by Hubeeb Khan, after an inventory had been taken by the Nuwab's mehtas, super-

intended by my judicial karkoon. Syud bin Nasir Jemadar, as the Nuwab states, was not even employed in the business; the horsekeeper is not forthcoming.

5. The second accusation is, that the petitioner and Mahomed Sadik gave to Bhugwanlal, in the public road, where numerous people must have been with him, a pair of shawls and a gold chain. The witnesses to this were at first stated to be two, Mahomed Sadik and Hussun; the last was, however, then said not to have been present, but knew of it. No documentary evidence of this was offered: Mahomed Sadik is not forthcoming.

6. The indirect accusation, that all the respectable people of the Political Agent's establishment had taken bribes, was to be proved by 11 papers, taken out of Jubbur Shet's house by two of his relations, for the Nuwab, who, strangers to him, and he a man of bad character, either allowed him to read them, or told him their contents in the open streets. The fact of the papers, and the manner of their being brought, are altogether denied by the Nuwab.

7. It is difficult to conceive the hopes with which these accusations were made. It is possible that money might have been expected as the price of absconding; or perhaps the former accusers at Joonaghur might think reiterated complaints would in time give rise to suspicions, and not being able to come forward themselves, pushed on the petitioner, who being a foreigner, convicted thief, and notorious bad character, unless punished (which would not be anticipated) could not sink below his present position, while in case of any turn in their favour, he might expect substantial proofs of their obligation.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency,
Roykate, 24 August 1844.

Enclosure 1 to Government Letter, No. 99, dated 24 August 1844.

To *A. Malet*, Esq., Political Agent in Katteewar.

Honoured Sir,

I MOST respectfully beg to bring your notice, when I was near the Serving Nuthoo Khan, as servant, one night he gave me 2,000 korees, and informed, give to the Bhugwonlal that I have given him, and in horse stable; and next morning, said person again give me one pair of fine shawls and one gold chain, and told me give the said person that I delivered him out of town door (peoples calling Mujowdee Derwoja); that time the said Bugwanlal was in the Godee. If your honour will inquire, then found more cases; but first call me, I will explain all the circumstances before your honour, afterward to be ask him. We will incessantly pray for your honour's long life and happiness.

I have, &c.
(signed) *Man Khan*.

Camp, Roykote, 7 August 1844.

(True copy.)
(signed) A. Malet, Political Agent.

Enclosure 2 to Government Letter, No. 99, dated 24 August 1844.

TRANSLATION of a Statement of *Man Khan* (son of *Alee Khan*); a Mussulman; a foreigner; native of Benares, late in the employ of *Nuthoo Khan*, in Joonaghur; about 31 years old; made before Captain Aston, at Roykote, on the 13th August 1844.

I DECLINE to make a statement before any Nagur; if there be any Deccan man, I will cause it to be written down by him.

Q. Were you ever at Rajkote before?—*A*. I once came from Joonaghur with Hubeeb Khan.

What was the cause of your apprehension at Rajkote, and your being sent to Joonaghur?—I came with chopras to make a complaint to the Political Agent, and they seized me in the town, and took me to Joonaghur, and put me in prison.

Were you on any other occasion put into prison?—An Arab committed a robbery, and in consequence of this they suspected me of being a bad character, and confined me in the stable.

You have stated that you gave money and shawls, and a chain, to Bhugwanlal, will you state the particulars?—Nuthoo Khan told me to give 2,000 korees to Bugwanlal, and I and Hussun, a horsekeeper, gave it to Bhugwanlal, who was sitting in his garee; and when

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when Bhugwanlal was going to Rajkote, I went, and at the Mujuwaree gate I gave [the shawls and chain] to Bhugwanlal, in the presence of Muhummud Suduk. The korees I gave about 8 P. M., when Bhugwanlal came to Unopbaee Wala's stable; the shawls and chain I gave the next day to Bhugwanlal at the Mujuwaree gate, when he was on his way to Rajkote. This was three years ago; but the exact time will be ascertained in the chopras.

Were there any witnesses of these two transactions?—Moohummud Sadak, who was a coming from Wudal, and Moohummud Khan, the horse-jockey, were witnesses.

In what were the korees contained?—In two bags.

Can you adduce any documentary proof?—It is entered in the chopra, which is in the possession of the Nuwab, who has also 11 written papers relating to the same business.

How many times have you been turned out of Nuthoo Kahn's service?—When Nuthoo Khan left [was imprisoned], I left his service.

The matters respecting Bhugwanlal having happened three years ago, why did you not before make it known?—Lest Nuthoo Khan should call me to account; and as I am now about to go to my country, therefore I now bring this to the Sahib's notice.

Where were Mr. Blane and Captain Jacob at the time of the transactions in question?—Mr. Blane and Captain Ramsay were at Rajkote; Captain Jacob was at Joonoghur, but he had left two days previous for Rajkote. The things were given afterwards.

How long have you been on this occasion in Rajkote?—About a month.

When did the Nuwab take from you the chopras and the writings?—When Nuthoo Khan's affairs went wrong, then the Nuwab took them.

Do you know of anything else having been given by any other, to any of the Political Agent's establishment?—Yes; but not by my hands. I know, and there is complete proof of it by witnesses and documents.

Will you state particulars?—Eleven papers were taken out of a secret place in the wall of Jubbur Shet's house, and are now in the hands of the Nuwab. The Bhateeas are witnesses of this.

What matters did these papers relate to; and what are the names of the persons implicated?—Every respectable person of the Political Agent's establishment is implicated.

When did the Nuwab get these papers?—The Nuwab received them from the Bhateeas, about two months after Jubbur Shet's house was cannonaded.

What are the Bhateeas' names, and how did you come to know that they had given these papers to the Nuwab?—When the Bhateeas brought the 11 papers from Jubbur's house, then I came with them. They went in to the Nuwab; I waited outside.

Who went into Jubber Shet's house to bring these papers, and did you at that time go into the house?—The two Bateeas went into the house, but no other person; I waited outside.

How did you know that the Bhateeas were conveying these papers; and if they told you, what was the reason of their doing so?—The Bhateeas came out with these papers, and having looked at them, they said before me that the Political Agent's native establishment had received a great deal of money, and the papers showing this had been found. Then I told them to take the papers to the Nuwab. I know the contents of those papers. Dadeebod (the regent) had ordered cash to be taken to Jubbur Shet's, to be given to persons of the Political Agent's establishment.

Did you see the money given to these persons?—No. I have stated this in consequence of being asked whether I know of any such transactions. I myself saw much cash taken from Dodeeboo's; four or five conveying it.

Who witnessed this?—Hussuneeo, Humeer Oonur, and myself.

You were employed all night in conveying the cash; was this the only occasion of thus conveying cash?—Every two or three days, when cash was required, Hammals and others conveyed cash to Jubbur Shet.

Can you name any of these Hammals?—No.

Continuation, taken before *A. Malet*, Esq., Political Agent, on the same day.

WHEN you gave the things to Bhugwanlal at the Mujuwuree gate, what persons witnessed it?—Moohummud Saduk, a foreigner, and Moohummud Khan, a horse-jockey.

Where is Mohummud Saduk?—At Juilpoor with Ranik Wala.

Where is Moohummud Khan, horse-jockey?—He was at Joonaghur.

How far from the gate were the things given?—One field (about 100 yards).

Were you on horseback, or on foot?—I was on horseback.

Were the others on horseback or on foot?—Moohummud Saduk was on horseback; Moohummud Khan, horse-jockey, was not there; he was in Nuthoo Khan's stables.

Were you on horses or mares?—We were both on horses.

Who had the bundle?—I had it.

Did you open the bundle on giving it, or not?—No; I gave it as it was.

How did you conceal it from the driver (goreewala)?—I gave it in his seeing.

Was any other person near?—Many people were passing on the high road, but there was no other person of the Political Agent's establishment there.

When you gave the money in the stable, was any other person present?—The driver (gareewala) was present, but he may or may not have seen.

Who placed the cash bags in the cart (garee)?—I, first, and afterwards, Hussur.

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Where was Bhugwanlal when you put the cash bags in the cart (garee)?—He was sitting in the cart.

In what chopra is this 2,000 korees debited. State this, in order that the book may be sent for?—Four books taken out of the stables are with the Nuwab, sent for them all. The debit is in the handwriting of Duolutraee, a Deccan Brahmin.

You know the name of the writer then, how is it that you do not know the particular book in which it is?—The four books are of the same year.

By whom are the four books written?—Dualutraee and Wullabjee.

Were these books written under your orders?—Yes; they wrote when I caused them to write.

Where are these books?—The Nuwab took them away; I, myself, saw this.

Who of the Nuwab's people took away the books?—Four Arabs took them away; of these Suyud bin Nasir was one: I do not know the names of the others.

In what chopra is the transaction of the shawls entered?—It is not written in any chopra, nor have I any writing of the transaction of the chain.

From whom did you receive these things?—Nuthoo Khan himself gave them to me in the stable.

Have you yourself given anything else to any one of the Political Agent's establishment?—No, nothing else has been given through me, but in the 11 papers it is written.

What kind of papers are these 11?—They are in the handwriting of Jubburshet [after this answer was recorded, he said} I do not know that they were written by Jubber Shet; I myself saw the papers.

Did you read the papers?—I looked at them; I could read the writing; but I did not look completely through them; I ascertained a little of their contents; I saw these papers in the hands of the Bhateeas, Jubbur Shet's relations; I do not know their names.

Where did you see these papers?—I read them in the road between Jubbur Shet's and Nuwab's.

Were the papers large or small?—Rather small.

What description must be given of these papers in sending for them from the Nuwab?—Let the papers be sent that were taken out of the secret place in the wall of Jubbur Shet's. I do not know the date of their being conveyed to the Nuwab.

At that time, in what employ were you?—I was out of employ, doing nothing.

Did you go with the Bhateeas into the Durbar?—Yes, I went with them; and they went into the Durbar, and I waited outside.

What was the colour of the shawls you saw delivered to Bhugwanlal?—Green, with a gold border. I came hither a month ago to get service, or to go to my country.

Did you mention to any one in Joonaghur that you were coming to Roykote to make a complaint?—No.

What is the object of your informing?—I am about to go into another country, and in order that this business should not trouble me there, I therefore give information of it to the Political Agent before leaving.

Have you obtained service anywhere?—No.

What assurance have I that you will remain here until you shall have proved this statement?—I will remain here; if you do not trust me you can confine me.

Can you give sureties for your attendance?—Yes; I will bring them to-morrow.

(True translation.)

(signed) *Henry Aston,*
Assistant Political Agent.

Memorandum.

On the 14th, Man Khan being called upon to produce security for his attendance, stated that he was unable to do so, for the people of the place would not meddle with the business, and strictly shunned him.

(signed) *Henry Aston,*
Assistant Political Agent.

Enclosure 3, to Government Letter No. 99, dated 24 August 1844.

TRANSLATION of a Letter from the Nuwab of Joonaghur, to *Arthur Malet*, Esq., Political Agent in Katteewar, dated 17 August 1844.

[A. C., and after reciting the letter from the Political Agent, to which this letter is a reply.]

A COMPLETE answer to your letter will be found in the following paragraphs.

1. You have written that four account books of Nuthoo Khan's were conveyed to me by Syud bin Nasir. But Syud bin Nasir did not convey to me any such books, or separate papers. Whoever may have stated this to you, be assured it is false; and, indeed, whatever things of Nuthoo Khan's were brought from the stable, were brought under the supervision of Hubeeb Khan's people; and the Political Agent, Sheristadar Purtabraee Modooraee moreover, at that time Syud Ubdoolla Hydoos attended on my part, and Syud bin Nasir was

[illegible] the karkoon mentioned (Purtabraee), by all [illegible] [illegible] conveyed to me. Besides, no person of mine had any direct con[illegible] with the stable, as the Political Agent knows. But I before told you to look closely into any matter in which any one of my people should be accused. In the present matter, whoever has raised this calumny, has done it merely out of enmity to my people. And it is expedient to exact a written band from the person, otherwise no person will hesitate to make groundless attacks on the character of respectable men. As to Man Khan, he formerly committed theft in the stable, and was dismissed therefrom. The whole of this affair is known to the Political Agent; afterwards he robbed in one or two places in the city, and left the place. I have many accusations against Mankhan of thefts in my stable, &c. [This sentence underlined is in the handwriting of the Nuwab himself.]

ruption [illegible] Bhugwun Lall and others.

2. It is stated that two Bhateeas, relations of Jubbur Leeladhur had conveyed to me 11 papers taken out of a secret place in the wall of Jubbur Leeladhur's house; but be assured that this is a false statement. No Bhateea relations of Jubbur Leelaghur has conveyed any papers to me, or to my men of business. You have ordered that these Bhateeas be sent to you, but how can they be sent without their being known. If any one had conveyed papers to me, I should not be ignorant who he was. No name or address being given, and nothing to identify, whom can I order to be sent to Rojkote; Jubbur Leeladhur's Wukeels, &c., who were here, are for the most part gone away. You know of those who are in prison, or under restraint.

3. You have sent for Moohummud Saduk. This person is a foreigner, and went away at that time; he is not now in Joonaghur.

4. You have sent for the horse-keeper. This person remained a short time in service here, and afterwards, being dismissed, went to Dhorajee. After that he returned hither, but he has not been seen here of late. After your letter arrived, inquiry was made in the city, but nothing could be learned about him, and it seems that he has gone to his own country.

(True translation.)

(signed) *Henry Aston*,
Assistant Political Agent.

Enclosure 4, to Government Letter No. 99, dated 24 August 1844.

TRANSLATION of a Letter from *Rany Wala Grassea*, of Jetpoor, to *Arthur Malet*, Esq., dated 16 August 1844.

A. C.

I HAVE received your letter of the 14th instant, in which you write that Moohummud Saduk, who was formerly in service in Joonaghur, is perhaps now in my service, and that as you have something to ask him, you have sent a horseman with instructions to send the man immediately back with the horseman.

In reply, I beg to state that Mahommed Saduk took his discharge three years ago, and went hence to his country; after that he returned, and lived in Joonaghur, but I know not where he is now. He did not live in my service after he came back.

(True translation.)

(signed) *H. Aston*,
Assistant Political Agent.

Enclosure 5, to Government Letter No. 99, dated 24 August 1844.

Mozdeen Kootubdeen, of Joonaghur, a moonshee and agent of Bura Migan, one of the highest and most respectable of the inhabitants of Joonaghur, is examined on the 14th August 1844, and states:

That Man Khan is a foreigner, who came to Joonaghur about seven or eight years ago, and for some time plied as a labourer, and in service. Afterwards, he was taken into service by Nuthoo Khan, and had charge of his things; and he stole some of them and decamped, but he was apprehended; afterwards he was in Nuthoo Khan's service. Uhmudkhan, a common thief, in robbing his (Uhmudo) father in our street, some of the property was found on Mankhan, and they were both put in irons, and so remained for about a month. Mankhan sold some of the property for 50 korees in Rojkote, and it was recovered by Uhmud's brother, as I have heard. He is not a man of good character, and I have heard that he is a gambler, &c., and I have heard that the stolen property sold by him for 50 korees in Rojkote was recovered from Mooljee Joojuteea, the gambling horse-keeper.

Govinjee Wuje Shunkur, the Wukeel of the Nuwab, at Rojkote, in a yad of the 14th August 1844, states:

That Mankhan came from his country to Joonaghur in the time of the late Nuwab, and was a fellow gambler with Ubiam Kotwal, and with exalted pretensions cheated everybody out of their money by affecting to make rupees and gold mohurs by magic; afterwards, he committed a robbery, and being found out, he was imprisoned, and I have heard that he was released.

[illegible] against Bhugwun Lall and others.

[illegible] on paying a fine; after being some time confined, after [illegible] him as a horseman, and he distributed the pay which came from [illegible]; and he was entrusted with his horse's silver trappings, which he did not [illegible]ded. Therefore he was seized and imprisoned, but he escaped, and came to Rojkote, when he was apprehended and sent back. A silver dagger-sheath belonging to Nuthoo Khan was taken from him at the time of his apprehension. A silver anklet of Nuthoo Khan's, which he had deposited with a Banyan in Rojkote, was also recovered, and sent to Joonaghur. This affair occurred about the end of 1841, or beginning of 1842. In Joonaghur he was fined and released. Last year, he and an Arab named Ubdoolla, robbed the shop of a sahookar, named Umurshee Jeewa, in Joonaghur, and was seized by the watchmen, and imprisoned. The Arabs would have shot the Arab, but for the interposition of Hubeed Khan. Mankhan was released on payment of a fine. This affair was reported to the Political Agent at the time. Lately, Mankhan has come to Rojkote, and is now residing in the same house with Ubram Kotwal, the gambler, so I hear. I have stated three occasions of his being imprisoned, but I believe he was imprisoned four times in irons; he is a gambler, and a notoriously bad character.

Gandhee Kubha Ootumchund, late of Kotiana, now of Joonaghur, a Banyan writer, and agent in the employ of Hubeeb Khan, on the 16th August, states:

I know Mankhan; he was in the service of Nuthoo Khan in Joonaghur, and had charge of his clothes and things, and I was employed in the treasury. From that time I know him; he is a wencher, a man of bad character; he may be called a thief; for on Nuthoo Khan's calling on him to give an account of his charge, he would not give it, and he was placed in confinement, but he escaped and came to Rojkote; he was apprehended and brought thence and imprisoned; afterwards, being removed from his former place, he was employed as a sapahee, but committing a robbery in the town, he was not in Nuthoo Khan's service afterwards; this was about two years ago. Hussan, horse-keeper, was one of Nuthoo Khan's horse-keepers; he was not a proper man, but I do not know that he was guilty of any particular offence; he was not however a respectable person. Moohummud Saduk was formerly in the employ of Ranig Wala. Ranig Wala came to see Nuthoo Khan, and seeing that Moohummud Saduk was a good wrestler, he took him into his service. When he came from time to time to the treasury with Nuthoo Khan, I perceived, and I was told, that he was addicted to wenching and intoxication.

I know Ubram Katwal, he is a great gambler; he is a low fellow, and he has swindled various people.

Boolaheeram Kaseeram, of Joonaghur, a wakeel in the employ of Hubeeb Khan, on the 14th August 1844, states:

Mankhan was in the service of Nuthoo Khan, and had charge of his things. Nuthoo Khan required an account of his things from him, and Mankhan would give none, so he was confined, but escaping, he came to Rojkate. He was seized, and sent to Joonaghur, and imprisoned in irons; afterwards, he was released, and was employed as a horseman. He then with an Arab robbed the house of Umurshee Jeewa, a sahookar; and the Arabs would have shot the Arab but for the interposition of Hubeeb Khan, and he was turned out of the city, but Mankhan was imprisoned, and after that he was not employed by Nuthoo Khan. Aslove of Dosee Beebee, widow of the late Nuwab, is kept by Mankhan as a mistress.

Hussan, horse-keeper, was a man of no respectability, a mean fellow; but I know not that he has committed any particular offence.

Moohummud Jaduk was one amongst Nuthoo Khan's athletæ; afterwards he was employed as one of the supporters of Nuthoo Khan's horse canopy. But he indulged much in opium and other intoxicating drugs; and everybody was telling him to give up the vicious habit.

Ubram Kotwal appeared to be a bad character, a wencher; but for the most part I resided at Kotiana, and I cannot speak for certain.

Alo Hoosnen, of Joonaghur, for the last 25 years Wukeel of Mangral, on the 16th August 1844, states:—

Mankhan I know well; he is a thorough gambler, disturber of the peace, and thief. In the time of the late Nuwab he committed a robbery in Joonoghur; and he deposited some of the stolen property in Rojkote, with Mooljee, the gambling horse-keeper, which was recovered. Afterwards he was in the service of Nuthoo Khan, and was accused of theft, and fled to Rojkote, but he was apprehended and sent to Joonaghur for about 12 months.

I have not seen him in Joonaghur.

Hussan, horse-keeper, I do not know anything about.

Moohummud Saduk I do not know, but formerly, in the time of the late Nuwab, there was something against him, and he was put into prison.

Ubram Katwal was Kotwul of Joonaghur, in the time of Jhalo's ministry (more than 15 years ago); he is a gambler; he cohabits with a common prostitute, and goes about with her; he is in the habit of going to Syud Ubdollah (who was concerned in the affairs of sending gold from Joonaghur to Rojkote as a bribe in 1834-35, and lately in the accusation of bribery against the Political Agent's native establishment of Joonaghur).

Lhunjee

Charges of Corruption against Bhugwun Lall and others.

Lhunjee Leela, a chobdar on the establishment of the irregular Arab infantry at Rojkote, on the 16th of August, states:—

Ubram Kotwal came to me this morning, and said that last night he had lost 32 korees, and asked me to lend it to him on his note of hand, payable in one month. That he had to go to Joonaghur, having farmed the Kotwalship for five years; and that the day of changing the farms being near, if he went not he would lose the farm. He said he lived in the same house with Ubram Khan in Rojkote, and that Mankhan was a gambler, a bad fellow. Formerly Ubram procured money from my brother, and did not return it for four years. Ubram was formerly, in Mr. Langford's time, a respectable person; he has since lost his character, and cohabited with a common prostitute, and is an accomplice in her trade, so bad a person is he. He said that Mankhan had come here for scandal, and he was a sad rascal; and that lest he should be reckoned as connected with him, he would go away.

(A true translation.)

(signed) *H. Aston*,
Assistant Political Agent.

Rojkote, 23 August 1844.

No. 6039.

Minute by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and Honourable Mr. *Reid*.

I do not approve of Mr. Malet's suggestion. It is satisfactory to find that the accusations are groundless; but as no court exists in Kattywar wherein the accuser can be tried for defamation, I do not think he ought to be given up to the Nawab because he made that accusation. This would operate as a check against well-founded complaints.

If his Highness the Nuwab has any claims upon the man, they should be treated of independently, without reference to his having falsely accused the Political Agent's establishment of having received bribes.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

24 September 1844.

No. 6040.

No. 3115 of 1843.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay,
to *Arthur Malet*, Esq., Political Agent in Katteewar.

Sir,

1. I am directed to acknowledge the receipt of your letter, with enclosures, dated the 24th of August last, No. 99, reporting the result of an inquiry instituted by you into charges of bribery preferred against your native agent, Bhugwanlall Muddunjee, by an individual named Mankhan, and suggesting, that as the Nawaub of Joonaghur has claims against this person, he may be delivered up to his Highness.

2. In reply, I am desired to inform you that the Honourable the Governor in Council does not approve of this suggestion. It is satisfactory to find that these accusations are groundless; but as no court exists in Katteewar in which the accuser can be tried for defamation of character, it will not be expedient to deliver up Mankhan to the Nawaub of Joonaghur in consequence of his having preferred these false charges.

3. The adoption of this measure would operate us a check against well-founded complaints; but if the Nawaub has any claims upon Mankhan, they should be treated of independently, without reference to the false accusation he has preferred against a member of your establishment.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle,
11 October 1844.

Charges of Corruption against Bhugwun Lall and others.

No. 3908.

Extract Bombay Political Consultation, 23 April 1845.

Persian Department.

SUBSTANCE of a Petition from *Mansing Umurjee*, and other Inhabitants of Kattywar, to the Honourable the Governor in Council, dated 19 November, and received 6 December 1844.

THE native agent at Rajcote, the serishtedar of the Assistant Political Agent, and Ununtjee and Umrutlal, who are karbharees at Joonaghur, have since Mr. Malet's arrival openly received bribes, amounting to lacs of rupees; we submitted several Guzerattee petitions on the subject to Mr. Malet, but the native agent did not bring them to his notice, and consequently we received no reply. Mr. Malet does not know Guzerattee, and the native agent alone goes to his bungalow to read petitions. The persons employed in Mr. Malet's office are all Nagur Bramins from Goonagur, and as they are leagued together we can obtain no redress. We therefore pray your Honour in Council to direct the Political Agent to appoint to the office of seristedar a person who does not belong to the Nagur caste. If this be done Government will see that the karbharees in this country receive bribes amounting to lacs of rupees. Maun Khan, sepoy, because he gave in an English petition, was imprisoned. The karbharees wish to raise an unfounded charge of robbery against him, and to have him again imprisoned. We are, therefore, afraid to present an English petition to Mr. Malet. The talookdars have also suffered great loss by giving bribes. We therefore request that the Political Agent may be directed to appoint another serishtedar.

(signed) *W. Escombe*,
Secretary to Government.

No. 751 of 1845.—Political Department.

REFERRED for the immediate and careful report of the Political Agent in Katteewar.

By order of the Honourable the Governor in Council.

Bombay Castle,
10 February 1845.

(signed) *J. P. Willoughby*,
Chief Secretary.

No. 3909.

Government, No. 31 of 1845.—General, No. 117 of 1845.

Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your order, No. 751, of the 10th instant, directing me immediately and carefully to report on the subject of the petition enclosed in it from Maun Sing and others.

2. The Guzerattee petitions, stated by the petitioner to have been made to me, must in due course have been read, if given in; the petitions as they are received are put into a box, whence they are taken one by one and read, and replied to. The only possibility of their being removed is, that sometimes, when engaged on other business, I direct the native agent to read petitions, and if they are, as many are, mere matters of routine, requiring no special directions, he endorses the usual order on them, reading the petition and endorsement to me on my release from other work.

Charges of Corruption against Bhugwun Lall and others.

3. Maun Khan's accusation and the inquiry were reported to Government in letter No. 99, dated 24 August last; he was released from confinement as soon as I received from Joonaghur (in reply to my request for particulars of the accusation against him) information that he had been at Joonaghur in employ, subsequent to the commission of the crime charged on him; he has since gone I believe to Bombay.

4. There is, and has been, I believe, from Colonel Barnewall's time, a rule against English petitions, they being generally unintelligible, and natives ignorant of, and consequently not bound by their contents.

5. The employment of Nagurs has ere this been remarked on to Government, and no talookdar has yet complained to me of the loss they have suffered by giving bribes.

6. The reading of the petitions by the native agent is a matter of course, and has always been his duty, which as connected with them could not be so well performed by any one else. They are necessarily read to the Political Agent alone, as it would be manifestly impossible to allow discussion by vakeels on every petition; whenever the questions involved come to that point that admits of it, the parties are called in, and, in discussion with them, the matter is settled.

7. I need not more than notice, that general petitions of this sort must necessarily, for inquiry, be useless. I have intimated this day to the vukeels that a person named Maunsing has made a petition, and have requested information as to who he is, that he may come forward; and I have also issued a "zahirnameh," of which I enclose a translation; but I have no hope that either general charges of bribery will be discontinued, or that it will be impossible to take a bribe, as long as the European establishment of the Agency is kept on a footing entirely inadequate to the business to be done.

8. I return the originals, having kept copies.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
20 February 1845.

Enclosure to Government Letter No. 08, dated 20 February 1845.

ZAHIRNAMA.

INFORMATION is given to all, that persons have presented to the Government in Bombay petitions charging, in a general manner, persons in the employ of Government in this province with bribery; in this there is no good end gained, and their characters suffer, and doubts are engendered.

If, however, any one can prove that any servant of Government, or any one in the name of any servant of Government, has taken a bribe, let him come and state the same, with particulars, on which inquiries will be fully made.

(True translation.)

Katteewar Political Agency, Rajkote,
20 February 1845.

(signed) *A. Malet*,
Political Agent.

MINUTE by the Honourable the Governor, subscribed to by the Board.

No. 3910.

I DO not see any advantage likely to arise from further prosecuting this matter.

(signed) *G. Arthur.*
T. M'Mahon.
J. H. Crawford.
L. R. Reid.

6 April 1845.

Charges of Corruption against Bhugwun Lall and others.

Extract Bombay Political Consultation, 2 May 1845.

Government, No. 56 of 1845.—General, No. 242.

No. 4188. From *A. Malet*, Esq., Political Agent in Katteewar, to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

1. Petition from Shekh Nooreedeen, dated 2d April 1845.
2. Petition from Survanee Hubeeb Khan, dated 31st March 1845.
3. Statement of Bhugwan Lal.
4. Evidence on Accusation, No. 1, with summary and opinion.
5. Evidence on Accusation, No. 4, with summary and opinion.
6. Evidence on Accusation, No. 8, with summary and opinion.
7. Evidence on Accusation, No. 11, with summary and opinion.

Sir,

I HAVE the honour to transmit papers, as per margin, in a case of accusations of extortion against persons of my establishment; the inquiry has embraced the accusations against Bhugwan Lal Mudungee, the native agent on the Political Agent's establishment; those against his brother Urijlal, and Goolabraee Ambashunker, will be afterwards reported on.

2. The complainants have for some time been in the habit of privately informing me that they had given immense sums in bribes to persons on my establishment, and I have informed them that, on their adducing any proof to substantiate an accusation, I should inquire into it.

3. In the mean time, as they professed excessive fears of the consequences to them, should they come to me and openly bring accusations incapable of proof; and as their frequent visits to me for no other purpose than to inveigh against the corruption of my establishment, only interrupted public business, I told them I would have nothing more to say to them, unless they would make their petitions in the regular channel, stating their means of proof.

4. In order also that, if their accusations were true, they might be put into the right way of establishing them, I requested Lieutenant L. M. Valiant, 1st Lancers, who, from his former appointment at Manickwarra, is acquainted with the people, to learn what they had to say, and to tell them which of their complaints would be most susceptible of proof. This gentleman kindly acceded to my request; and the result is the petitions now forwarded, and a further one from Mudar Sing, jarejah of Trumba, of the Rajcote bhayad.

5. The accusations in these petitions, being the only ones they appeared to have any probability of proving, you may judge of the nature of the support to the numerous other alleged instances of corruption.

6. You will perceive from my remarks on the evidence, and my opinions, that I do not believe one of the instances now adduced. I have seen enough of the accusing parties to know that their motives are their own restoration to power at Joonaghur and Mangrol, which they hope to accomplish by working on the fears of the chiefs, if they are able to show, as the proof of their power, the dismissal through their means of the principals of the Political Agent's native establishment.

7. Hubeeb Khan's character may be known by a reference to the reports on Joonaghur. A good man of business, particularly endeavouring to keep well with the Political Agent, but unscrupulous in matters not likely to fall under his cognizance; and a man secretly leagued with the other minister, to divide whatever profits should be made from the estate, even to the formality of a written agreement.

8. Nooroodeen, lately the minister at Mangrol, was enabled to retain power there from the expectation of the Political Agent that his close connexion with Hubeeb Khan would ensure harmony between the Durbars, and be the means of carrying out the arrangements made with so much trouble by Captain Jacob. His character can be gathered from his complaint and evidence; if the complaint be true, he endeavours to maintain himself in power by bribery, he deceives his master and his friend, and states that people give evidence according o their interests.

9. The evidence are, for the most part, the very people that would be brought forward whether the case were true or false, persons in the confidential employ of the complainants. Kuba Gandee was one of the witnesses against Chotum Lal before

Charges of Corruption against Bhugwun Lall and others.

before Mr. Erskine, and in his favour before me on the trial; but it is proper to state that he has not varied in his assertion, that the evidence entered as his before the former gentleman, was made up by another person.

10. It may be proper to state, that many persons have lately been asserting to me that bribes are extensively given; but in every instance the informer has either been connected with the party of the present petitioners, or has hopes from the downfall of the present ministry at Joonaghur; proof was not forthcoming.

11. It is not impossible that, from my intimate acquaintance with the differen parties, my opinion may have a bias; the careful perusal of the evidence by Government will, however, counteract this, if it exists.

12. Notwithstanding my opinion of the innocence of Bhugwan Lal, I have placed him under suspension until the pleasure of the Honourable the Governor in Council is communicated to me. I have been induced to do this, from the assurances which, however I may distrust them, I cannot entirely disregard, that numerous complaints susceptible of proof will be brought forward as soon as this measure is adopted.

13. May I beg the favour of a speedy reply to this report; my establishment and business is such, that the absence of any individual is felt, and the inconvenience more especially, as there is not a carkoon in it in any way qualified to take his place.

14. Should Government be of my opinion with regard to his innocence, and direct him to be restored to his duty, my acting on such an order will, of course, be contingent on no other well-grounded complaint having been in the mean-time brought forward, or on his not being implicated in any that may be proved against others.

15. In obtaining the depositions, I have, to prevent fear or bias, taken them in the first instance in private; the cross-examinations have been conducted either by, or in the presence of the party against whom the witness appeared, the previous examination having been first read to him.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency, Rajkote,
12 April 1845.

Enclosure No. 1, to Government Letter, No. 56 of 1845.

PETITION from *Sheik Nooroodeen,* dated 2 April 1845.

I REPRESENT that my ministry at Mangrol has, by advice from Joonaghur, been dismissed. This is well; but concerning whatever the Durbar has received from me, the accounts of this and other things, the Durbar has petitioned the Sirkar. I also petitioned, and on it I was directed to look to Joonaghur. At this time also Anuntjee, the Joonaghur karbaree, came here, and I daily took to him my people and accounts, but he has not cleared them up. He clearly appears to be altogether on one side, because, up to this day, whatever has been given to the Sirkar's karbarees will not be allowed to me. I am only a householder; how can I pay them from such means? Whatever karbaree gives anything to this establishment, his Durbar is answerable for; his own means are not answerable for it. Therefore, being without remedy, I below inform you whatever expense of this nature I have incurred, you will allow it to me from the Durbar.

1. Sumvut 1896. Two bullocks to Bhugwan Lal; their colour is red.

2. To Goolabraee, at Joreea, a gold chain of the mulberry pattern; I got it through Ladha Sunguree from a sahookar at Joorea; about the value of 1,000 korees. At the time of giving it, the Shungwee aforesaid was present.

3. At that place 1,000 korees ready money, Nuggur Shaee, were given to Goolabraee; in giving them Ahmed Khan, bargeer of the Durbar, was concerned.

After this, in the same year, in Rajkote, 1,500 korees ready cash, in two bags, were given to Goolabraee; at that time the same bargeer, Ahmed Khan, carried them with me, and was present at their being given.

Charges of Corruption against Bhugwun Lall and others.

4. 2. 1897. In Porbunder, when Mr. Blane and Captain Jacob were there, I went there; a chundunhar (gold necklace for women) of gold of 49 gudeeanas and 7 vals, and a piece of gold of 18 gudeeanas, were given to Bhugwanlal and Goolabraee, in Bawa Mohujhun's mut; at the time Ata Hoosen was present.

5. 3. 1899. Goolabraee went to Dwarka and returned by Mangrol; 22 mugrubees of of 12 gudeeanas, at the rate of 32½ korees each. Mehtas Ruseeddas and Jugunath brought them from Champsee Nanjee's shop.

6. A doro (chain of gold wire) of 12 gudeeanas of gold; taken from the sahookar by me and those two persons.

7. Besides this, clothes were given; if you want the particulars they can be given.

8. 4. 1900. When Surwanee Hubeeb Khan's ministry was changed, the above Surwanee had in my possession three gold articles, as follows: a heera sanklee (chain of diamond pattern), a chundunhar, a kuntho (a tight necklace) with jewels set in the centre ornament.

The sunklee and chundunhar were given to Bhugwan Lal; Mahdooraee Ambashunkur took them from me to give to Bhugwan Lal, in Meer Isak's huwelee. They were with Ata Hoosen, in his saddle-bags; I had them taken out of them, and gave them to him. The next day, Mahdooraee got me and Bhugwan Lal together, at his (Bhugwan Lal's) house, and he (Bhugwan Lal) said the "things were given to me."

9. After this, in the month Falgoon, a kuntho of gold I gave to Goolabraee; at the time of giving it, Mehta Jugurnath and Ata Hoosen were present. After giving it, I got ready to go to Mangrol, when Goolabraee said, "In a few days my man, Mahdooraee Waeeshnoo, will visit you; let him take what wood he wants for my house, and do you give him the money for it." After I had gone, the aforesaid Waeeshnoo came to Mongrol and bought the wood. I got the money from the bankers through Mehta Ruseeddas, as follows:

From Desaee Waljee Wundramun		800
„ Dosee Purmanund Damanathee		255
Hire of carts to Joonaghur from Dosee Moolook Wanya	34	
„ „ Dosee Purmanund Damanathee	5	
„ „ Murg Nuthoo Dosa by Kureembhye	47	
		86

Concerning the above-mentioned three articles of Surwanee Hubeebkhan a dispute arose between me and him relative to their price; and we after this met in Rajkote, and, taking the particulars, I and Hubeeb Khan's vakeel, Gandee Kuba, went to Goolabree, who said Hubeeb Khan has written too large value, it was not such as is written for. I have not broken up the kuntho, it is now whole with me; and for the other two articles, the heera sauklee, &c, I will send Mahdooraee to ask Bhugwan Lal. Thus he told us, and at that time Ato Hoosen Jugunath and Gandee Kuba were with me. This is the circumstance attending Hubeeb Khan's three articles.

10. Another time, in Wyshak, Goolabraee's son was betrothed, and Ato Hoosen and Juganath were in Joonaghur, and Goolabree told them, "Send a man to Mooroodeen, to send sooparee, &c., here quickly in three days." I sent two moondas of rice from Sha Wumjee Moteechund, 25 korees two moondas, sooparee; one moonda of this was from Parik Kurumchund Govindjee, and one from Govindjee Jewunt. The money for them was given by Champree Manjee to Dosee Amooluk; Wasunjee, 65 korees sepahee; Kumal Sheknunee, the hire of carts, 10 korees. I have much anxiety in making known the above information, because I am a Wuttundar; and these persons in every place being at enmity with me, can cause me annoyance; but in the good and just government of the Sirkar I hope that proper inquiry will be made, and I shall be protected, and that other people will be saved from extortion. Besides the above, many other cases, when alone I and the receivers were present, are not written for this reason.

11. And an ootura (a gold wire chain) was with Parik Warjpal, which was taken and given at that time; Akoobkhan Pathan was present, but he sat outside the door. But he knows the occurrence, and that I took the ootoree to Bhujwan Lal's residence, to give him.

1901, Talgoon Wud 10th, Wednesday.

(True translation.)

(signed) *A. Malet*, Political Agent.

Enclosure No. 2, to Government Letter, No. 56 of 1845.

Surwanee Hubeeb Khan's Petition, 31 March 1845.

I REPRESENT that the Nuwab was pursuing me for the accounts, when you informed me that if I settled privately with him (Ghurmel) it would be better for me. On this I, being without remedy, endeavoured to arrange it in that way; and Anundjee and Goolabraee told me to count on their services, that they would arrange it in that way. On this it was settled that I should give 2,000 rupees to Bhugwan Lal and Goolabraee; I agreed to this in

presence

Charges of Corruption against Bhugwun Lall and others.

presence of Shekh Mooroodeen, and when all should be arranged he was to give the money; thus it, was determined all that was arranged to be paid to the Nuwab I was to satisfy him for, and he was to give me a release. When Captain Aston was at Joonaghur, he gave an order for permission for me to leave, when I was told to pay the 2,000 rupees and go. I replied, "I will, instead of the rupees, give three ornaments of gold, which are with Shekh Nooroodeen, and on this he detained me. I wrote to Shekhjee, but he was unable to come, when Anuntjee, bringing up against me something about money, detained me, and I being without remedy stayed, and with Nooroodeen's people, Mehta Jugurnath and Syud Ata Hoosen. I inquired after the three ornaments which I had given to Sheikjee, when they told me these three ornaments are given between the two Rajahshree. After this, I once or twice spoke to Shekhjee about it, and told him either to come to Joonaghur or Rajkote and arrange my affairs. After this he came to Rajkote, and I said to Anuntjee, "Give me also leave to go there;" when Mahdooraee told me, "Give something to Anuntjee, and you will get leave." On this 3,000 korees was settled to be given; when 1,000 korees cash I took from Thukur Soha Vela and gave him, and for the 2,000 korees a writing was made, and I received leave to go to Rajkote. On arrival here I got ill. I asked Goolabraee if he had received the necklace; he replied that "they were not given in your name; if you have given any, confront me with Shekhjee." I then asked Shekhjee if he had given them; he replied that "I gave them in my name to the two Rajahsrees, and did not give them on your part," but if I would write the price he would give it to me. I then gave him the price, and to that Chittee Shekjee and Gundo Kabbo and Shekhjees Wakeel went with me, and I asked Kubba how he had done it. He said he had gone to Goolabraee and shown the chittee, when he said that the price was entered too high, that they were not of that value. Saying this, he kept the chittee. After this I became very ill, and Shekhjee took me to his lodging, when I reflected that unless I gave something my affairs would not be settled, and I asked advice of Gandee Kubba; besides the money could not be obtained from Shekhjee. The Kubba told me that unless I paid, my business would not be done. I said I could not get out, but that he should call him to me, and I would then persuade him. After this, on Sunday in Pash, I saw Bhugwan Lal and Goolabraee, who came to see me at Shekhjee's lodgings; they sat two ghurrees, and at rising I said to them, "I have something to say to you," when Goolabraee came with me into the house, and Shekhjee and Bhugwan Lal stayed outside the house door. I said to Goolabraee, "Shekhjee has now no money, but I must give you something; but I have at present no money, but two gold ornaments about 1,000 rupees worth, which I would give him," and a pair of kurrass, &c., sanklee of gold, I took out and gave him. "The pair of kurras you will give to Bhugwan Lal, and the chain is for yourself." He said, "This is well; call Kubba and give them, that he will take them and come with me." Jemadar Nuthoo is witness of this, because these ornaments were in his saddle-bags, and he took them out and gave them; and when I gave them he could see. Thus as it happened I tell you.

1901, Falgoonwud 8th, Monday.

(True translation.)

(signed) *A Malet*, Political Agent.

Enclosure No. 3, to Government Letter, No. 56 of 1845.

Bhugwan Lal's Statement, dated 12 April 1845.

My petition is, that many sorts of business come before the Sirkar, and are decided by the gentlemen in authority; but some people, not considering this, entertain enmity against those who are employed, and are now ready to vent their hatred on all, and have conspired together to make up this complaint without any reason, to injure people of good character, to give trouble to Government, and impede the course of business. But from the Sirkar's inquiry, intrigues cannot be carried on; and no punishment being inflicted on these people, they have again brought up another business, that persons in service are in two ways injured. They have to defend themselves from intrigues, or to lose both service and character; and if they endeavour to do this, they cannot, with a clear heart, serve the Sirkar, and will be blamed; but these people, having no other means of cheating, take things from the talookdars on false pretences, and thus enter them in the accounts; and when the talookdar calls them to account, for their own safety or for enmity to others, they bring up their own servants and slight men to establish their assertion, and injure the Sirkar's servants. They first gave anonymous petitions to engender doubt, then Man Khan was put forward to make an accusation. He not having received any punishment, Hubeeb Khan Nooroodeen, Ladha Shungwee (a servant of Bulwuntraee's), and one or two vakeels, and some others have for a long time been considering how to bring up this affair, but this has been inquired into by the Sirkar, and it appears that, except their enmity, there is no reason for all this. It seems from Nooroodeen's conversation, that he will bring up something else, and people are confederated with him. I cannot, however, state who they are, because if they are my enemies without reason, their hatred would increase if I were to mention their names. My petition is, that any persons who bring forward false accusations should be treated according to the justice of Government, so that one may serve Government with a fearless heart. If on any reason, Government does not so treat them, they will be continually complaining, and sometime suspicion will take root in the Sirkar's mind, and I cannot hope to escape the loss of the service I have hitherto performed, and the good character I have obtained. There is no other but the Sahib to whom I can unburden my heart, and petition: this is my representation.

(True translation.)

(signed) *A. Malet*, Political Agent.

Enclosure No. 4, to Government Letter, No. 56 of 1845.

REMARKS on the Evidence on an Accusation of Extortion against *Bhugwan Lal Murdunjee*, Native Agent on the Political Agent's Establishment in Katteewar, marked I.

THIS is an accusation by Shekh Noorooden, late Karbaree of Mangral, against Bhugwan Lal, for extortion in receiving from him, in the year 1896 (A.D. 1839-40), two bullocks, the property of the Mangrol Durbar.

Nooroodeen deposes, on solemn affirmation, to the demand for the bullocks by Goolabraee for Bhugwan Lal; to his own reluctant consent to give them; to a man coming from Bhugwan Lal for them, and to their delivery, and denies that any payment was ever made for them, and states that he kept no private accounts.

Ata Hoosen, in Nooroodeen's service, deposes, on solemn affirmation, to the demand for the bullocks by Goolabraee for Bhugwan Lal, and their delivery to the latter by himself and a gareewan.

Nebalchund, in the service of the Mangrol Durbar, believes there were no private accounts.

Bhugwan Lal admits the receipt of the bullocks, but asserts the regular purchase of them, and shows an entry in his private account book of a payment of 250 rupees to Nooroodeen for them.

There is no difference between this entry and many others previous and subsequent; and I see no reason for thinking that it was not made at the time; the payment is asserted to have been made to a sipahee of Nooroodeen's, name unknown, that he took the money for examination in the bazar, in company with a man since dead.

It is apparent, that if this is an honest transaction, and no acknowledgment were received for the money, which is not by any means improbable, no other proof to rebut the accusation could be forthcoming than that produced, and the fact of no accounts being kept by Nooroodeen, prevents any doubt being thrown on Bhugwan Lal's entry by him, which Goolabraee, being an accused party, cannot give evidence on the subject. On the other hand, were the accusation true, no more proof would probably be forthcoming.

Looking, therefore, to the motives of the accuser, I am of opinion that this case is not judicially proved.

8 April 1845. (signed) *A. Malet*, Political Agent.

ACCUSATION I.

Shekh Nooroodeen is called.

Q. YOU state, that in 1896 you gave to Bhugwan Lal two bullocks; state the circumstances of this transaction, and whether it was a gift or otherwise?—*A.* In 1896, in Rajkote, Goolabraee told me to give to Bhugwan Lal the pair of bullocks which I had; I refused, saying that the Durbar had given them to me, but he persuaded me, and I gave them. The Durbar had bought them from a bunneed, and I believe gave 350 or 400 korees for them; I never received any payment for them, either from Bhugwanlal or Goolabraee, nor did any one else. The man who took them to him may have received a small present, as is usual, but I do not know it. A Kombee, Bhugwan Lal's gareewan, I believe, came to me for them, and they were given to him, and Ata Hoosen went with them.

Cross-examined, both parties being present.

Have you got accounts of your receipts and disbursements for 1896?—No, I have not; I did not keep accounts of that sort at that time; I have accounts of what I spent and received for the last 10 years at Mangrol, but this will not be in them, but in the Durbar's accounts.

You state that some of the presents you made, for which no return was received, formed a subject of complaint against you by the Durbar; was this one of the complaints?—No; and I gave away horses also, which were not made subjects of complaint.

Have you no accounts of the time in which your own private transactions are entered?—No; I had no occasion to keep private accounts, as my expenses were paid by the Durbar.

Do not you know that your gorewar received a present?—No, I do not know; but he may have done so, as it is customary.

Do

Charges of Corruption against Bhugwun Lall and others.

Do you now keep accounts of your private money affairs at Rajkote?—Yes, I now do so; I began to do so in 1898; my private and the Durbar accounts were both entered in the same book by Nebalchand, my private Mehta; previous to that, having no private transactions here, I did not keep any.

Why did you begin to keep accounts of this sort in 1898, which were not before necessary?—I was before a sort of private Durbar servant, but from that time, Captain Jacob having got me appointed karbaree, I kept these accounts, but they were not necessary before this.

Given on solemn affirmation before me, this 8th April 1845.

(signed) *A. Malet*, Political Agent.

Syud Ata Hoosen.

Q. Nooroodeen has represented that he gave, in 1896, to Bhugwan Lal two bullocks, do you know anything of this?—*A.* Goolabraee came and told Nooroodeen that Bhugwan Lal wants your two bullocks. Nooroodeen said, I will ask the Durbar, and give them. Goolabraee said, if you ask the Durbar such a trifle, how will you manage in matters of importance? On this, the next day Shekhjee sent the bullocks to Bhugwan Lal; I took them, and Nooroodeen's goreewan was with them; no other person was with us; we gave them. A man of Bhugwan Lal had been there, but I do not remember that he was with us; I was close by when Goolabraee came and asked for the bullocks, and heard the conversation.

Cross-examination in presence of accused.

In 1896, who kept Nooroodeen's private accounts at Rajkote?—(*After a long hesitation.*) I have seen two men with him keeping his accounts; at one time Deoochund, who has been dismissed about 3 ½ years, he came here once with Nooroodeen; I do not know what accounts he kept; and another time Nehalchund came with him, he will have got pay from the Durbar; Ruseedas was with Nooroodeen in 1895, but I don't know whether he kept any accounts. Nehalchund was with him, but I don't know the exact time; Deoochund was with him before that on the same account, I suppose.

By *Bhugwan Lal.*] Where did you serve in 1895?—I was in service with the younger Bhye in Wudwan; when she left this to go there, I was discharged, and retained by Shekh Nooroodeen, I cannot remember the exact date.

The first question on the cross-examination was given with much hesitation and alterations.

Taken on solemn affirmation before me, this 8th April 1845.

(signed) *A. Malet*, Political Agent.

Nehalchund is called and warned, and on solemn affirmation states:

I came here with Nooroodeen in 1900; my business was to keep the Moodeekhana accounts, and write letters to the Durbar. I entered every sort of expenses in the Modeekhana, but not his private accounts.

Who wrote his private accounts?—There were no other than the Modeekhana accounts; at any rate I know nothing of them.

Taken on solemn affirmation before me, the 8th April 1845.

(signed) *A. Malet*, Political Agent.

Bhugwan Lal states: I wanted bullocks in 1896, and inquired for them. Goolabraee told me that Nooroodeen had a young pair that would suit, as I wanted Venakanta instead of Kakrej bullocks, as better suited to the country; I told him to look out for a pair like them for me. He went and spoke to Nooroodeen about them, who sent them to me with his man, whose name I don't remember, but I do not think Ata Hoosen was with them; I gave the man 10 korees, and sent him away, putting them under the care of my own man, who had not been to Nooroodeen's. I had myself seen the bullocks in Nooroodeen's garee. Nooroodeen said, that he had given 300 korees to a cultivator for them, but Goolabraee agreed for 250 korees, which I paid a few days after they were made over to me. On Falgoonwud 8th (refers to his account book of expense of the Rajkote house), 250 korees to Nooroodeen, 10 korees to the bringer of the bullocks, and 10 korees to the servant who was to take care of them; I do not remember if I got a receipt, but very likely I did not, as I could not anticipate a complaint against me for such a transaction. The money was paid to a sepahee of Nooroodeen, with whom I sent Guneshjee, who was a Mohsulee sepahee with me, to the bazar to try the money. Guneshjee died in the rains of 1896.

(signed by) *Bhugwanlal.*

(signed) *A. Malet*, Political Agent.

Charges of Corruption against Bhugwan Lall and others.

Nooroodeen examined at his own house by the Political Agent's Sheristadar, Purtabraee, he being confined by sickness.

Q. Bhugwanlal's chopra is shown to you, in which payment for the bullocks is entered?—A. I am not satisfied with his chopra, it appears forged.

On what grounds do you object?—The man who Bhugwan Lal said took the money is dead; he does not mention any one now alive; at that time he had an account with Weljee Mooljee, and he says this large item was paid in ready money, and it was not paid by a draft on the banker; these are my reasons, and he does not give the name of any man who received the money. I have a pain in my ear, so that on this head I am not able to state all I wish, but I will write a representation of it; if the money was paid, where is my receipt? How is it that he could take anything from a servant of a talookdar, and not give a receipt?

(signed) *Nooroodeen.*

(True translation.)
(signed) A. Malet, Political Agent.

Enclosure No. 5, to Government Letter, No. 56 of 1845.

Remarks on the Evidence on an Accusation of Extortion against Bhugwan Lal Mudunjee, marked IV.

This is an accusation by Shekh Nooroodeen, late karbaree at Mangrol, against Bhugwan Lal Mudunjee, native agent on the Katteewar Political Agent's establishment, for extortion, in receiving at Porbunder in St. 1897 (A. D. 1840-41), a chundur har (gold chain), and a piece of gold bullion, or a share of them.

Nooroodeen deposes, on solemn affirmation, to the purchase of the articles at Mangrol, and their being taken by Ata Hoosen with him to Bhugwan Lal's lodging at Porbunder, and to their delivery there in an inner room to those two with his own hands; he states the motive to have been to obtain favour in business then transacting with Mangrol.

Ata Hoosen deposes, on solemn affirmation, to the carrying of the articles to Bhugwan Lal's and Goolabraee's lodging by himself in company with Nooroodeen, and their delivery by him to Bhugwan Lal and Goolabraee in an outer room.

Bhugwan Lal denies this transaction altogether, avers that all the karkoons on the Political Agent's establishment at Porbunder, and many other persons, lived in the same place, so that it was improbable that he and Goolabraee should at any time have been alone; produces a list of property stolen from him and Goolabraee shortly after at Bunttee, in which neither of the articles is mentioned; he also shows by Nooroodeen's cross-examination, that the order for the sequestration of Mangrol was only suspended for a short time.

The evidence of the accuser and his witness is at variance as to the room in which the things were given. There is no doubt that many persons were living, as Bhugwan Lal states, in the small lodging. He lost the whole of the property he had with him in a few days after the averred bribe, and in the list of the property stolen, the articles are not entered.

It is obvious that in a case of this sort, there can be no direct evidence to rebut the accusation; as much as may be supposed possible is adduced, and there is a variation in the statements of the accuser and witness. I am therefore of opinion that this case is not judicially proved.

(signed) *A. Malet,* Political Agent.

Accusation IV.

Shekh Nooroodeen.

In your petition you state, that in 1897, in Porebunder, when Mr. Blane and Captain Jacob were there, you gave a chundunhar of 49 gudeeanas and 7 vols, and a piece of gold (dhal) of 15 gudeeanas to Bhugwanlal and Goolabraee in Bawa Mohungur's munt, and that Ata Hoosen was present; state on your solemn affirmation, of equal force with an oath, the particulars of this.

From my lodging I went with Ata Hoosen to Bhugwanlal's lodging, where Goolabraee also stayed; it was in Bawa Mohungur's huwelee; early in the morning after sunrise we went to the right; after entering the gate they both were in a room together on the ground floor, the door opened from the verandah; the room was about 16 feet square. I saw no other opening in it than the door. We both went in and sat opposite them, the two presents were carried by Ata Hoosen. I took them from him in the room and said, I have brought these things for you. Bhugwanlal said to Goolabraee, take them, which he did. I only sat there six or seven minutes; we rose and came away. We four only were in the room. There was no one in the veranda at the time; this was the only time I went there. I got the chundurhar at Mangrol from Heerjee Deooraja Sahookar; then I sent a man there, named Progjee

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others.

Progjee Sungwee, then in the service of the Durbar, now in Bombay, and got it on the Durbar's account; no receipt was given for it; it will have been written in the banker's account with the Durbar, or more probably in the account with Pragjee, and Pragjee will have entered it in his books as given to me. It formed a part of a complaint by the Durbar against me to Captain Jacob, that I had taken this article on the Durbar's account. A few days after this complaint, the Durbar was reconciled to me, and gave me a farkuttee, on which account Captain Jacob did not inquire into the complaints. Mr. Blane had sent for me, and was imposing a sequestration on Mangrol, and I got this the day I left for Porebunder. I took it there myself; I did not tell Progjee what it was for. As soon as I got to Porebunder, I gave it to Ato Hoosen myself, and I think two days after this we went and gave it. The two gentlemen were on the point of leaving for Joonaghur, and Bhugwanlal and Goolabraee were going with them. It was wrapped up in cloth, which was opened when it was given. It was the Chukuree pattern of two bars of gold entirely. On leaving the munt, we went straight back to our lodging; I did not see any other of the karkoons at their place. Heerjee Deooraj's shop is still at Mangrol; his books, &c., will be there; but the complaint of the Durbar against me for taking it will be found in the petition against me, on the Political Agent's records.

I got the dhal from Pragjee and Damodhur the same day; I do not know where they got it; it will be entered in the accounts of one of them to the Durbar; this also was a part of the complaint against me. When the Durbar was on good terms with me, I was told that the Mootsuddees, Pragjee, &c., had written the complaints, and that the Durbar knew nothing about them. I do not know where Damodhur now is; he was dismissed from Mangrol on Captain Jacob's order.

Cross-examined by Bhugwanlal.

Q. When did you first become acquainted with me?—*A.* In 1893, when Babajee Buchajee came to Porebunder, I was with him, and you were with Captain Lang; from that time I have been acquainted with you, but our acquaintance then was slight.

When did our acquaintance become intimate?—In 1896, or rather the end of 1895.

On what account was it?—I came to Rajkote on Mangrol affairs. The Durbar and Babojee Buchajee had quarrelled, and Shekh Wallee's business was going on.

Where did we meet, and what was our conversation?—At your house, where there is a bamboo trellice, where it is customary for people to sit; our conversation turned on matters of business, such as people speak of, such as was going on at the time with the Sirkar.

The conversation you secretly held with me, what was its nature, and on what affairs?—I have no notes that I can say what conversation took place at any particular time; as the occasion, so was the speech.

In what month was your business done, and what Sahib carried it on?—I do not remember the month; at one time, Captain Aston was carrying it on, then Captain Jacob, and then Mr. Blane.

In 1895, all the Mohsuls that were on Mangrol and Babajee Buchajee's business, were they arranged by Captain Jacob or Mr. Blane?—Captain Jacob, at Balacheree, removed some of the Mohsuls; at that time Mr. Blane had not come; Babajee's business was completed by Mr. Blane.

When we returned from Balacheree, how many times did we meet?—I cannot remember.

You say that you gave Goolabraee and Mea Chundunhar and Dhalia in 1897; on what account was this, and what shares were we to divide it in?—There were many orders in Mangrol in favor of Joonaghur for nuzurana and other things, it was for that reason the shares were not spoken of.

After this time, were these orders relaxed, or kept on?—An order for sequestration had been issued, but it was determined that it should lie over until the Sahib had gone to Joonaghur.

When you gave these things, how far did Ata Hoosen come with you?—He came into the house, into the inner room; there is but one room inside the oosree (veranda).

Taken on solemn affirmation before me, on the 8th and 9th April 1845.

(signed) *A. Malet*, Political Agent.

Syud Ata Hoosen, on solemn affirmation.

Shekh Noorooden states, that you were with him when he gave certain presents to Bhugwanlal and Goolabraee, at Porebunder; state what you know.

Shekhjee came from Mangrol to Porebunder, and gave to me a chundunhar, and a piece of gold; next day, Shekjee and I in the morning went to Bhugwanlal's and Goolabraee's lodging, at a Bawas Mookam Mohungur, it is called. I had the articles in a roomal; we turned to the right and came to the osree, they were sitting at the corner of the osree; it is open, so that people can see in on going into the osree, before Bhugwanlal and Goolabraee could see, Noorooden took from me the cloth in which the articles were; we went in and sat down; I, at a little distance, Mooroodeen close to them; he gave them to Goolabraee whom Bhugwanlal told to keep them. When Nooroodeen took the articles from me, he returned the roomal; the things were not wrapped up in any other cloth. We returned straight to our lodging; I do not know the name of the pattern of the chundunhar, I only saw it for a short time.

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Cross-examined by Bhugwan Lal.

Q. How many lines was the chundunhar of?—*A.* I did not examine it, and do not know.

Is this customary to put up things without examining them?—I was in confidential employ, why should I examine it.

When you took it out of the roomal to give it to Shekhjee, did you see it?—Yes, it was in a heap in my hand; I did not see it opened.

What were Goolabraee and I about at that time?—You were sitting.

Did we get up to go elsewhere?—I did not see any more.

Taken on solemn affirmation before me, on the 8th and 9th April 1845.

(signed) *A. Malet,* Political Agent.

8th April 1845.

Bhugwanlal states:—I know nothing whatever of this; I was at Porebunder with Mr. Blane, from November to January, about the 20th or 22d; I was not alone in a lodging; in it were Girdhurlal, Goolabraee, Purtabraee, and all the people; Oomedwars, who were in attendance, were there also. Shekhjee might, and probably did come, and if he did so, of course visits will have been made, but as to presents of any sort, I entirely deny it; we all lived in the Bawa Mohungars munt; all of us left together, and I do not remember ever being alone with Goolabraee in the way described; the time mentioned also, is that at which I am always engaged in the customary religious ceremonies, and it could not have therefore happened at that time.

9th April 1845.

When we left Porebunder I did not go to my home, and at Buntlee I was robbed of everything I had with me in a box, the only one with me, and gave in a list of the stolen articles.

Goolabraee's things were also stolen in the same box (he had no other), and his property also was specified.

Given before me, 8th and 9th April 1845.

(signed) *A. Malet,* Political Agent.

The original list of property lost by Bhugwanlal and Goolabraee at Buntlee, is produced; the articles stated in Nooroodeen's complaint are not entered in it.

Posh wud 2d (9 January 1841).

The original complaint of the Mangrol Durbar against Nooroodeen is produced, in which is entered a chundunhar of 49 gudeenas and 7 rals, at 30 korees each; 1843, two given on Pash wud 2d., to be paid to Pragjee Nagjee (9th January 1841.)

15th. Gudeeanas of gold, value 458 ½ korees, bought from Dosee Purmanund Dama.

(signed) *A. Malet.*

Enclosure No. 6, to Government Letter, No. 56 of 1845.

REMARKS on Evidence on an Accusation of Extortion against Bhugwan Lal Mudunjee, marked VIII.

This is an accusation by Shekh Nooroodeen, late Karbaree of Mangrol, against Bhugwan Lal Mudunjee, native agent on the establisment of the Political Agent in Katteewar, for extortion in receiving at Joonaghur in St. 1900 (A.D. 1843–44) one heera sanklee, one chundur hur, and one kuntha.

Nooroodeen on solemn affirmation deposes to receiving the articles from Hubeeb Khan; to his giving them at Meer Isak's Huwelee to Mahdooraee in the presence of Ata Hoosen, to his agreeing to give them to Bhugwan Lal, to his going next day about seven or eight o'clock to Bhugwan Lal's house, and their meeting Mahdooraee with Bhugwan Lal, who acknowledged having received them; to a dispute afterwards with Hubeeb Khan as to their value, and the means taken to settle it; to his having given the things on his own account, instead of on Hubeeb Khan's account, to Goolabraee and Bhugwan Lal; that Hubeeb Khan's servant came for him, and he went and met Hubeeb Khan close to Bhugwan Lall's house; that they went in, and sat in Briglal's house half an hour before they saw Bhugwan Lal, and a quarter of an hour with him; that they settled to give him 2,000 rupees; that he does not recollect any other persons there at the time but Mahdooraee; that he did not know if any one else was to receive a share; that he and Hubeeb Khan separated at the door of the house on going away; that he cannot prove, except through Ata Hoosen, that Mahdooraee came to his lodging at Meer Jak's Huwellee; that Ata Hoosen is his only witness to meeting Mahdooraee at Bhugwan Lal's, that he went to Bhugwan Lal's secretly; that he cannot prove Mahdooraee's having gone with him to Bhugwan Lal's house; that he remembers no person with him on these occasions but Ata Hoosen.

Charges of Corruption against Bhugwun Lall and others.

Ata Hoosen deposes to receiving the articles from Shekh Nooroodeen, to his giving them to Mahdooraee, who, in Meer Isak's huwelee, promised to give them to Bhugwan Lal; to his going next morning with Shekjee to Bhugwan Lal's house; to his seeing Mahdooraee there; to the dispute at Rajkote between Hubeeb Khan and Shekh Nooroodeen relative to the value of the articles, and the means taken to clear it up.

Surwanee Hubeeb Khan deposes to sending three articles of jewellery to Shekh Nooroodeen, who engaged on their security to pay 2,000 rupees to Bhugwan Lal and Goolabraee; to having gone to Nooroodeen's house, called him, going together to Goolabraee's house, thence to Vrijlal's, to sitting there one or two minutes; to Bhugwan Lal coming in, and going with them into the veranda, when they in three or four minutes agreed about the 2,000 rupees, and left, and that he and Nooroodeen kept company homewards to where their roads separated; that a dispute arose in consequence of Nooroodeen not having paid the 2,000 rupees, but having given the things away on his own account, and the means taken to settle the price, which however was not settled.

Mehta Jugganath Mooljee deposes to the dispute about the value of the articles, and then going to Goolabraee's house to settle it.

Gandee Kuba Ootumchund deposes to having written the memorandum of the articles; to going with Nooroodeen, &c., to Goolabraee's house to settle it.

Mahdooraee Ambashunker (Goolabraee's brother) deposes, that during the Political Agent's stay at Joonaghur, he never went to Meer Isak's huwelle, that he never met Nooroodeen at Bhugwan Lal's house, that he never received a memorandum of the prices of any articles given to him.

Bhugwan Lal denies the whole.

There are many inconsistencies and very serious discrepancies and contradictions in the evidence for the prosecution.

Hubeeb Khan deposits with Nooroodeen three valuable articles, on the faith of which he agrees to give, as he says, 2,000 rupees to Bhugwan Lal, or as the former says, to both Goolabraee and Bhugwan Lal. Nooroodeen does not give the money, but (with some uncertainty, by Hubeeb Khan's statement) gave the articles on his own account. There are discrepancies and contradictions of a very serious nature, as to the going together to Bhugwan Lal's house, and their stay there. It is very suspicious that Ata Hoosen and Nooroodeen alone, out of a considerable household, can speak to any of the circumstances at Joonaghur connected with Mahdarao's visits, and it is also singular that neither Hubeeb Khan nor Nooroodeen can recollect any person at Vrijlal's house, though it being the moment of Bhugwan Lal's departure, it is probable that numerous friends and men of rank had assembled there; I do not credit this accusation.

(signed) *A. Malet*, Political Agent.

ACCUSATION VIII.

Nooroodeen.

1 Heera Sanklee.
1 Chundun Har.
1 Kuntha.

YOU state in your petition, that in 1900, you had three articles belonging to Hubeeb Khan, and that Mahdooraee took them to give to Bhugwanlal, and that Bhugwanlal acknowledged the receiving them. When did he receive them, and where? all this .no solemn affirmation, as on oath.

When Hubeeb Khan was being turned out of the ministry at Joonaghur, he gave them to me at that town, he sent them to me by the hands of two of his servants, one named Hussun, the other I do not remember; I was in Meer Isaak's huwelee, and they gave them to me in the sahor (centre hall), I was sitting there alone; they did not bring any letter, nor did I give any receipt, merely a message that I was to keep them; they did not bring any other articles; after this, a day or two, Hubeeb Khan and I came to Gondul after the Nuwab, and returned to Joonaghur, and a day or two after our return Mahdooraee came to my place at noon, and sat with me a short time up-stairs, and I agreed to give these things to Bhugwanlal; and we came down, and I took the heera sanklee and chundun har from Ata Hoosen, and in his presence gave them to Mahdooraee, who said that he would give them at night to Bhugwanlal, and would let me know of it in the morning; next morning about seven or eight o'clock, I and Ata Hoosen went to Bhugwanlal's house; Ata Hoosen sat outside; I went in, Mahdooraee was there, and called me in, and I met Bhugwanlal, and he said he had received them, and I left and came away with Ata Hoosen. Afterwards Hubeeb Khan and I met in Rajkote, and we disputed concerning the value of the articles; he gave me a note of them and their value, which I took to Goolabraee's house; with me were Juggun, my vakeel, Ata Hoosen and Gandee Kuba; they were aware of my reasons for going there; Goolabraee was in the osree (veranda), where I gave him the note, and he told Hubeeb Khan's vakeel that the price was too great, for that they were not worth so much, and that the kuntha was still with him, and that he would send Mahdooraee to Bhugwanlal to ask of the price of the two others; he gave the memorandum to Mahdooraee, and I went home and told Hubeeb Khan; next day Mahdooraee came, and I asked for the memorandum back; he promised to give it, but said it was at his house. I believe my mehta, Juggunath, was with me when Mahdooraee came, he perhaps may have heard Mahdooraee speaking of it, but I am not certain; I told him that the memorandum had not been returned.

Charges of Corruption against Bhugwun Lall and others.

8 April 1845.

Cross-examined by Bhugwanlal.

Q. As you say these things were given to you by Hubeeb Khan, and that you gave them away on his account, how could any dispute arise between you about the price?—*A.* I gave them on my own account, and the articles being Hubeeb Khan's, and not having been weighed when they were given to me, the dispute arose.

Given on solemn affirmation before me.

(signed) *A. Malet*, Political Agent.

9 April 1855.

Nooroodeen is called, and re-examined by the Political Agent.

Q. Did you, when I was at Joonaghur, agree to give anything to Bhugwanlal and Goolabraee from Hubeeb Khan?—*A.* Yes, 2,000 rupees were agreed on, for which I was answerable in default of his paying.

With whom was this agreement made, and when?—Your suwaree was going away, and Bhugwanlal was at Briglal's house; Hubeebkhan and I went there about 9 o'clock or later, there we met Bhugwanlal.

When in the house, did you meet him?—He was in another house, he was called; we were sitting on the open terrace down below, we sat there perhaps half an hour.

Were any other persons sitting with you?—No, not with us, we sat separately; but there were many others.

Do you recollect any persons who were there?—No, I do not; we did not speak to any one but Mahdooraee, who went away.

By whom did you send for Bhugwanlal?—I do not remember whether Hubeebkhan wrote him a note, or sent for him by any other nogur there.

When Bhugwanlal came, did he come alone?—Alone, and the others removed; and he came and sat by us, and we talked of the matter, and agreed that on Hubeeb Khan's affairs being settled, 2,000 rupees should be given to him.

Bhugwanlal was on the eve of departure, why should it have been given to him?—For his good word with Anuntjee.

Was Anuntjee, or any one else, to receive any portion of it?—I do not know.

How long did you sit to arrange this?—About a quarter of an hour in that place, we then alone spoke of it.

When you left, where did you go to?—To my lodging.

Did Hubeeb Khan go with you?—No, he went to his own house; we separated at the door of Briglal's house.

Before you went to Briglal's house, had any negotiation about this taken place?—No.

Before you came to Briglal's house, where did you meet Hubeeb Khan?—I met him at Bhugwanlal's house; I heard that he had gone to Goolabraee's, and a man of Hubeeb Khan's came to call me, and I met him close by Bhugwanlal's house, whence we went to Briglal's.

Did you see Briglal?—Yes, but did not speak to him.

Questioned by Bhugwanlal.

When you left Briglal's house, by what road did you go, and by what road did Hubeeb Khan go?—I do not exactly remember, but I went on the Kalwee Duwaga road; I had to go to Goolabraee's, so I went that road.

Taken on solemn affirmation, 9th April.

(signed) *A. Malet*, Political Agent.

11 April 1845.

Can you prove that during the Political Agent's stay at Joonaghur Mahdooraee ever came to your lodging at Meer Isack's huwelee?—He came there many times, but the only intelligent man with me who would know him, was Ata Hoosen.

Can you prove, that during the same period you met Mahdooraee at Bhugwanlal's house? —Many people were spies on me at Joonaghur, so that I used to go there secretly, and often met him there; his people too, could prove it; but I can only state Ata Hoosen as able to do so.

Can you prove that at any time during the same period, you met Mahdooraee in the street, and went with him to Bhugwanlal's house?—I have gone there with him from his own house, as well as having met him in the street, but I could not get a witness from Joonaghur

Do you not remember at any time, any person with you on those occasions, save Ata Hoosen?—I do not remember.

11 April 1845.

Taken on solemn Affirmation before me.

(signed) *A. Malet*, Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Ata Hoosen.

Noorooden states, that you were present when he gave a heera sanklee and chundun har to Mahdooraee, were you present; state on solemn affirmation what you know of it.

About three days after you came to Joonaghur, Shekjee gave me to take care of, a chundun har, a heera sanklee, and a kuntha; about two days after, Mahdooraee came to Nooroodeen's place; Meer Isaks, huwelee. Shekhjee, and Mahdooraee were above; they came down, and Shekhjee told me to bring the hera sanklee and chundunhar; I gave them to him, and he gave them to Mahdooraee, who said that he would give them that night to Bhugwanlal; next morning, I and Shekhjee went to Bhugwânlal's house; he went in, I staid outside; when he came out, Mahdooraee came near to the door, and then returned; I asked Shekhjee if he had spoken of yesterday's business, he said yes. When the dispute concerning the value occurred before Hubeeb Khan and Shekhjee, Shekhjee Kuba and Juggur and I went to Goolabraee's with a memorandum of the price by Hubeeb Khan; Goolabraee said he had the kuntha by him, and that the price written was too great, and he would send Mahdooraee to Hubeeb Khan to ask concerning the two other things; this much I know.

Given on solemn affirmation before me, this 8th day of April 1845.

Bhugwanlal has no questions to put.

Sunwanee Hubeebkham is called and warned, and on solemn affirmation gives evidence.

Nooroodeen has represented, that in Sumvut 1900, he gave, on your account, to Bhugwanlal, a heera sanklee and a chundun har; state what you know of this.

When Mr. Malet came to Joonaghur I had three articles of jewellery; one a long heera sanklee, about 140, or more, gudeeanas, a chundunhar nouseera (of nine lines), about 32 gudeeanas, a kuntha for the neck, with diamond drops. At this time I was in fear, and I sent those things to Shekhjee's house, When the Sahib was going to Bhaonuggur, he ordered that I had better settle my matters privately with the Nuwab and Shekhjee; and I agreed to give to Bhugwanlal and Goolabraee 2,000 rupees; and Shekjee agreed to pay this, on the deposit of the above written articles. After this my payment to the Newab was determined, and I had leave to go from Joonaghur. I was getting ready to go, and Goolabraee told me that I should pay the 2,000 rupees, or that obstacles would be thrown in my way. I told him about these ornaments, and told him to take the money from Shekhjee. He said he knew nothing about them, but that I should speak to Shekhjee. Ata Hoosen and Juganath were at Joonaghur at the time; and the former said Shekhjee has given two ornaments to Bhugwanlal, a heera sanklee and chundunhar by my hand to Mahdooraee, who took them away. I sent to call Shekhjee. He could not come, but sent a message that he would speak of those things when we should meet.

A dispute arose concerning payments I had to make to the Nuwab, and I was detained at Joonaghur when Shekhjee came here. I then paid to Anudjee and Mahdooraee 3,000 korees, and got leave to come to Rajkote. I then asked Goolabraee, who said that Shekhjee had not given those things on my account; but if it had been so he would see him. I told this to Shekhjee, who said, "If this is so I will give you credit for them." So it rested a few days, when I again asked him for settlement. Jugga Mehta, Ata Hoosen, and Kuba and Shekhjee came to me, and told me to state the prices. I wrote it out for them, and they went away; and after some time Kuba returned, and said they had been to Goolabraee's, who said that those things were not worth so much, but that he had one at that time. Next day I went to Goolabraee's, and told him that if he doubted the value, I had got the heera sanklee at Kesod, from Jubbar Shet, who had bought it from Durumsee Heemchund, in Mangrol, for the price I had stated, about December 1842. Also I told him, that I had made up the kuntha for 1,900 korees, and the diamonds cost 350 korees, and that I had bought the chundunhar from Jeooraj Sha, of Ahmedabad, the cloth-merchant, I believe for more than 900 korees. He said I should settle it with Shekhjee, to whom I went and arranged the matter with him. I did not see the kuntha with Goolabraee; nor do I know by any other circumstances that the two articles were given to Bhugwanlal.

8 April 1845.

Cross-examined by Bhugwanlall.

Q. The Sahib's suwaree was going; you say that it was agreed that you should give 2,000 rupees to Goolabraee and me; I was not present, why should you give it to me?—*A.* The day the Sahib's suwaree went, that day Shekhjee and I went to Briglal's house, close to Bhugwanlal's, and there, in Bhugwanlal's presence, Shekhjee agreed to pay it for the settlement of my business.

Had I the power to do this, or the Government?—The Government, of course; but you and Goolabraee are of one mind, and Anudjee also; so I gave it for your goodwill with Goolabraee and Anudjee; 1,000 was for Goolabraee and one for Bhugwanlal.

Were Anudjee and Goolabraee present, and did I favourably recommend you?—They were not present at the time; but the matter was before arranged with Goolabraee, who told us to go to Bhugwanlal. I cannot say what recommendation was given for me, but your interests are the same; there is no separation between you.

When you came to visit me were you two alone?—Other people were sitting there in the dewan kana, and you got up and came with me and Shekhjee into the osree; there were many people outside as you were on the point of leaving.

Charges of Corruption against Bhugwun Lall and others.

Cross-examined by the Political Agent.

At what time of the day did you and Nooroodeen go to Briglal's house?—About eight or nine A.M.

Where did you and Nooroodeen meet before going there?—I went to Nooroodeen's house, thence we went to Goolabraee, and thence to Briglal's.

Who were with you and Nooroodeen?—I do not remember, but they were people of our own.

Do you remember who were sitting in the dewan khana with Bhugwanlal?—No, I do not remember any one.

How long did you remain in the veranda with him?—About three or four minutes.

How long did you sit in the dewan khana?—About one or two minutes in the dewan khana, before going into the veranda; after that we left immediately.

Did you speak to any one else in the dewan khana?—I cannot remember; nor do I remember if Nooroodeen did.

Did you see Briglal there?—I do not remember.

When you left, how far did you and Nooroodeen keep company?—To where the roads to our houses separate.

Before this day had you any conversation on this business with Nooroodeen?—Yes, and with Goolabraee.

Taken on solemn affirmation before me,

(signed) *A. Malet*, Political Agent.

11 April 1845.

Hubeeb Khan is called and re-examined.

Q. Did Nooroodeen ever give you credit for those articles?—*A.* No, he has not given me money or credit for them.

Was the price of the articles determined after the dispute at Rajkote?—Shekhjee told me to give him a memorandum of the price, and he would inquire; and, finding it right, would pay. I gave him the note, and he inquired; but we did not fix the price after that.

Given on solemn affirmation before me.

(signed) *A. Malet*, Political Agent.

Mehta Jugunath Mooljee is warned, and on solemn affirmation deposes:

Q. Shekh Nooroodeen states, that in a dispute relative to the value of three articles of jewellery, you went with him to Goolabraee's house; what were the circumstances?—*A.* There was a dispute between Shekhjee and Hubeebkhan relative to the value of certain ornaments; and I, and Shekhjee and Ata Hoosen went to Hubeeb Khan's house; he wrote down the value, and we went with the note to Goolabraee's, and gave it to him, who said that Hubeeb Khan had written too much, and that he had the kuntha still, and that he would send Mahdooraee to ask Bhugwanlal about the chundunhar and sanklee. He kept the note, and we came away. We went to Goolabraee's house about eight o'clock; I do not remember the date; a month, perhaps about two months ago.

Bhugwanlal puts no questions.

Given before me the 9th April 1845, on solemn affirmation.

(signed) *A. Malet*, Political Agent.

Gandee Kuba Ootumchund, examined.

Q. When Hubeeb Khan and Nooreedeen were here together, about three months since, were you with them?—*A.* Yes, I was with Hubeeb Khan, in his service.

Do you remember any dispute between Nooroodeen and Hubeebkhan, concerning certain articles of jewellery?—Yes; Hubeebkhan, I believe, had given to Nooroodeen three articles in Joonaghur; and when they met here Hubeeb Khan wanted them back from him. Nooroodeen asked, "What do you want with them?" Hubeebkhan said, "I want to give them to the karbarees, otherwise my business will not be done." (I was present at this.) "I before spoke to you on this subject, why have you not yet given them?" Shekhjee said, "I gave them on my own account to Goolabraee." Hubeebkhan said, "As you gave them on your own account, you must pay me the value." Shekjee replied, "Write out the prices." Hubeeb Khan caused me to write them, and Shekhjee and Ata Hoosen, Juggun, and I went with the note to Goolabraee's, and there Shekhjee and Goolabraee sat together inside, and we were outside. Shortly they called me in; and Goolabraee said, "You have estimated these things too highly; they are not of such value." He kept the note, and I went and informed Hubeeb Khan what he said, and then went to my house.

Do you know whether Shekjee gave anything to Hubeeb Khan for these things?—No.

Do you know what the articles were?—One was a kuntha, with diamond drops, one was a chundunhar, the other a sanklee; I did not see them, but wrote them by Hubeeb Khan's direction.

You wrote the price of them; do you remember them?—No.

Were Nooroodeen and Goo'abraee alone when you were called in?—Yes.

Did

Did you hear Goolabraee say which of the articles he had, and which Bhugwanlal had?—No.

Did you hear Goolabraee's name only in the matter, or Bhugwanlal's also?—Goolabraee's alone.

When Goolabraee said the price was too much, did he mention how he could prove it?—Yes; he said, "The articles must be deposited somewhere, and can be examined."

Did he say with whom they were?—No.

When you went from Goolabraee's to Hubeeb Khan's did you go alone?—We all left Goolabraee's house together, and separated in the streets; no one went to Hubeebkhan's house with me.

At Goolabraee's, besides your own people and his, did you see any one else?—There may have been others inside, but I did not see any, nor hear any other speak.

Was there any other person in the room with Nooroodeen and Goolabraee?—Not that I saw.

Has any one endeavoured to influence your evidence on this subject, either by fears or favour?—No.

Whose service are you in?—Hubeebkhan's; my service is that of a karkoon.

Taken before me on solemn affirmation, this 10th day of April 1845,

(signed) *A. Malet*, Political Agent.

Mahadooraee Ambasunkur.

Q. While the Political Agent was in Joonaghur last year, were you in the habit of going to Nooroodeen's residence?—*A.* No, I never went there once, at that time; for being in the Newab's service, with whom Nooroodeen was in disfavour, I could not go there.

At that period did you ever meet Nooroodeen in Bhugwanlal's house?—No.

Lately, perhaps two and a half months ago, while living with Goolabraee, did Nooroodeen ever come to the house?—Never alone, or with a few people; he has come with many others several times; never, I think, with less than 10 or 15 people, to talk about Mangrol.

Do you remember his coming with Juggun, Ata Hoosen, and Kuba Gandee?—No.

Were you ever present lately during a discussion between Nooroodeen and Goolabraee, concerning the price of articles of jewellery?—No.

Did you ever receive a memorandum from him, in which the price of these articles were stated?—No.

10 April 1845.

Cross-examined by Nooroodeen.

Q. When I a second time asked you for the memorandum, what answer did you give?—I never was asked for it by you.

After the memorandum was given you, did you ever come to my lodging?—I know nothing about the memorandum whatever.

Did you ever come to my lodging?—Yes; when the discussion between Syud Ameer Meea, now karbaree of Mangrol, and you were going, I was in that business.

When the Political Agent was at Joonaghur, and the disputes between the Nuwaub and Hubeebkhan were going on, did you never come to my house?—I never, at that time, went to Meer Isaks huwelee.

After Hubeeb Khan was dismissed from the Joonaghur ministry, did not you and I meet at Bhugwanlal's house?—No, certainly not.

Did you never, having met me in the street, go to Bhugwanlal's house with me during that period?—No, never.

11 April 1845.

Given on solemn affirmation before me.

(signed) *A. Malet*, Political Agent.

Bhugwanlal states:—Mahdooraee and Nooroodeen never, on any occasion, were together at my house at Joonaghur.

I had gone to take leave of my mother, who lives in Briglal's house, and there were many of our people; Lukshmun, Shunkur, Dewar, I think, Purbhoodas, and a great number of Brahmins; Hubeeb Khan came in and sat with them. I had got ready to go, and took leave of my mother, and came and sat with them for a little time. I did not even, that I recollect, speak to Hubeeb Khan, and Nooroodeen was not there; and I left; and my own family and others came with me to the gate.

Given before me, this 9th April 1845.

(signed) *A. Malet*, Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Enclosure No. 7, to Government Letter, No. 56 of 1845.

Remarks on Evidence on an Accusation of Extortion against Bhugwan Lal Mud unje marked No. XI.

This is an accusation by Shekh Nooroodeen, late karbaree of Joonaghur, against the native agent on the establishment of the Political Agent in Kutteewar, for receiving an ooturee, value about 1,300 korees.

Nooroodeen states, that he alone was present when the ooturee was given. He does not know where the person is who accompanied him to Bhugwan Lal's house.

Wurjpal deposes to having sold Nooroodeen the ooture.

Nehalchund deposes that Nooroodeen bought the ooturee from Wurjpal, for a present to his son Hashen.

Bhugwan Lal denies the affair altogether.

There is no evidence to substantiate this charge; but the deposition of Nooroodeen will show how little trust can be put on him, and the method in which the accounts of the chiefs are managed by their karbarees; it will also enable Government to judge of the degree of credit to be attached to his evidence and accusations.

(signed) *A. Malet*, Political Agent.

Accusation XI.

Nooroodeen.

In your petition you state that you got an ooturee (a gold necklace worn by men) from Wurjpal, burneea of Rajkote, and gave it to Bhugwanlal; state, on solemn affirmation, the particulars of this.

In 1900 I believe, in Shawal, I got the oouturee from Wurjpal; he brought it to my lodging to sell; my people were present, but they wont know anything about it. A nagur in my service, Nehalchund, was sitting writing. I sent him into the bazar to weigh it; he did so, and brought it back to me. He will not give evidence on this subject, as he is a servant now of the Mangrol Durbar, and an enemy of mine; so that I have no reliance that he will speak the truth; he is here at present. The weight was above 40 tolas, value above 1,300 korees.

I kept the ooturee three or four days in my box, and then took it at night to Bhugwanlal's house. A sepahee, Jakoobkan Putan, was with me. He was not in my service, but was staying with me. He is not here at present; he staid outside. I showed him the ooturee when I was leaving the house, and mentioned my purpose; but he cannot know whether I gave it or not. I gave it to Bhugwanlal, in his new room that has been built about three years. A man like a rajpoot was sitting with him when I went in, but he rose and went out as I came; I do not know who he was. There was no one else. This was about nine o'clock at night.

I have an account with Wurjpal, in which this is written.

9th April 1845.—Examined by Political Agent.

Q. How did you pay for the ooturee?—*A.* I wrote a note for the amount on Nuthoo Boganee.

In what account did you enter it?—In the Durbar expenses at Rajkote; but it is not entered as bought, in the accounts given to the Durbar, in which particulars are not stated.

From what accounts do you make up those you send to the Durbar?—I keep a waee, in which all expenses are entered.

Will this be found in it?—I do not think it was entered.

Then how were you to make up the account for the Durbar?—I show the total to the Durbar.

If the Durbar calls for items, how do you give them?—I can get them from the persons from whom the articles are procured.

You state above, that you keep a waee in which expenditure is entered, now you say that you would get the items from the persons with whom you dealt?—At Rajkote I got the money for my expenditure from the Modee, and when to pay it I get a hoondee from Mangrol, and keep the money at a sahookar's, on whom I write orders for payment to the Modee.

You do not show the items to the Durbar, nor keep a book of them; how do you regulate your accounts, or how, on an examination of them, are they to be believed?—All the expenditure for food, forage, &c. is with the Moodee, and he makes up the accounts, which can be shown to the Durbar; but such expenditure as this is not shown in them, but is either mixed up in them, or comes into parchoum khurach (sundry expenses).

You have stated that the articles given at Porbunder were entered in the Dubar accounts, and now you state that the ooturee is not an expense as would come into them?—These things were brought to me by the Durbar servants, and were therefore entered; but this article I bought myself.

But you were the Durbar servant, and bought it on account of the Durbar; how is it that you would not enter it?—This being a transaction of such a nature, would not be mentioned to the Durbar.

The transaction you state at Porbunder was precisely similar, was it not. Why should the difference be made?—Because the things given at Porbunder were brought by the

Durbar

Charges of Corruption against Bhugwun Lall and others.

Durbar servants, so that it was known, otherwise it would not have been entered. Since this was bought my accounts have not been examined.

You state in your petition that the Durbar will not give you remission for these expenses; and now you state that they are mixed up with the Moodeekhana accounts, which will of course be passed; how is this?—The remission I want from the Durbar is for the things I gave on Hubeeb Khan's account, not for this; these last accounts have not yet been examined. If on their examination objection is made, I should want this, because, though mixed up in the Modee Khana accounts, it can be separated from them, because I received money from the Durbar for my expenses, and my private Mehta also sent me money; but if I state to the Durbar that so much money was expended on the Modee Khana, so much for sundries, and so much for buth khurch (pocket money); if the last is refused, it can be deducted; now that I have stated this expense to the Sirkar, I shall of course have to enter it.

Then from this it appears that if your Modeekurch accounts, in which this has been mixed up, had been passed, and you afterwards should bring forward this item, the Modeekhana accounts would be all falsified?—If it is mixed up in them, it would be so; but not if it is put into the account of sundries or pocket money.

You say that this item can be entered in the Modeekhana accounts; why could you not similarly enter that given on Hubeeb Khan's account?—That was a large item, and would require to be mentioned to the Durbar; one reason also for not mentioning this is, that I had money of my own; but if necessary I would state it on examination of the accounts; the Modeekhana expenses were written in my name; but I got money from the Durbar to pay them.

Given on solemn affirmation before me, this 9th April 1845.

(signed) *A. Malet,*
Political Agent.

Wurjpal.

Leaf 9 of the awera.

Q. In Noorooden's petition he states that he purchased from you an article of jewellery; is this the case?—*A.* Yes; he bought a gold ooturee of the value (he refers to his books) of *Ks.* 1,335. 14, weighing 42½ gudeeanas and 2 wab; the entry in the book is shown, it was delivered on the 10th or 11th of Kartik Shood; I gave it to him at his lodgings in Dya Khoja's house. I am a cloth merchant, and sell these things; I took it there, and with him in his house settled the price; he kept it two or three days in his house, and then agreed to the price; Mehachund Mehta was with Nooroodeen at the time; several other men were there, sitting and eating "pan sooparee;" he went with me and weighed it, and we returned; I got paid for it (refers to his books) from Purshotum Thakoor's shop, about the same date, by Nuthoo Kheemjee Modee.

Leaf 13 of the awera.

9 April 1845.

Q. Where did you go last night?—*A.* I went from hence to my shop, and staid about a ghurree, when the Jemadar Lukmunsing brought a peon, who staid there all night; I remained in my shop all night; no one came to call me during the night or morning; the only people I spoke to were some Beparees.

Taken on solemn affirmation before me, this 9th April 1845.

(signed) *A. Malet,*
Political Agent.

Q. Did you get more money from Nooroodeen than the price of the ooturee?—*A.* Yes; 8½ korees, for which I gave credit in the cloth; when I found it out, I told him of it.

Did Mehalchund come to you about this?—Yes, and we agree that credit should be given in the cloth account.

As above.

(signed) *A. Malet.*
Political Agent.

Mehalchund Anundram.

Nooroodeen states that you were present when he bought an ooturee of Wurjpal; state the particulars.

I am a servant of Mangrol, and came here in 1900 with Shekhjee, in Kartik; I was one day sitting with him; Nooroodeen said, my son Hushun wants an ooutree, and I have again been asked for it in a letter; he said he had spoken to Wurjpal about it, and told me to go to him; I said I would go as soon as I had dined; I went to Shekhjee's afterwards, and there was Wurjpal, who had brought the ooturee, and was sitting. Wurjpal weighed it, and valued it; and he wrote an order for the value, 1,237 korees, I believe, on Modee Nuthoo Kheemjee; Wurjpal may have weighed it in the bazar; I was not with him when he did so; I kept a note of the price, and about 15 days after entering it in the accounts, found that Wurjpal had received 8½ korees too much; then I told Shekhjee, who said, I have sent it to Mangrol, but get the over payment from Wurjpal; I went to him, and he promised to give credit in the cloth account, which he did.

Is called, and signs.

Given on solemn affirmation before me, this 9th April 1845.

(signed) *A. Malet,*
Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Bhugwan Lal states as follows:

Hubeebkhan and Nooroodeen never came to my house without Govindjee; and if ever either of them came, Govindjee was with him, or came immediately after, for he was acquainted with, and employed in all the Mangrol and Joonaghur business since 1898; therefore he should be called and examined.

It is not expected that I should not be at least on speaking terms with any persons in the favour of the Sirkar. In 1898, Hubeebkhan and Nooroodeen, when my brother Wurjlal was Zubteedar at Mangrol, made many complaints to Captain Jacob against him and me, against him by letter, and against me *vivâ voce:* and when on that gentleman going to Mangrol he inquired into the matter, no suspicion was left on his mind; from that time till now, it seems that their enmity to me has been kept up.

As to what is said about the ooturee being taken from Wurjpal, this sort of dealing is of constant occurrence; I never received it; the chief way of their cheating the talookdars is by taking the names of the Government servants. Nooroodeen now states that in 1898 he received a farkhuttee from Mangrol, and now he petitions for these things, or their value to be remitted to him; this is sheer enmity on his part, I see no other name for it.

Given before me, 9th April 1845.

(signed) *A. Malet*,
Political Agent.

No. 4189.

MINUTE by the Honourable the Governor, concurred in by His Excellency the Commander-in-Chief and the Honourable Mr. *Reid*.

1. WITH the accompanying letter, Mr. Malet, the Political Agent in Kattywar, submits the result of his inquiry into the following charges of bribery and corruption preferred against his native agent, Bhugwanlall Mudhurgee, by a person who was formerly minister of Mangrolee, but who it appears has been dismissed.

1st Charge, that he, Bhugwanlal, obtained by extortion from the complainant in 1839-40, a pair of bullocks.

2d Charge, that he, Bhugwanlal, received as a bribe in 1840-41, from the complainant, a gold chain and a piece of gold bullion.

3d Charge, that he, Bhugwanlal, received at Joonaghur in 1843-44, from the complainant, two gold chains and a gold necklace.

4th Charge, that he. Bhugwanlal, received in 1843-44, as a bribe, from the complainant, a gold chain of the value of 1,200 korees.

2. These bribes are alleged to have been given to secure the good-will of the receiver in adjusting certain matters in which the giver was concerned, connected with the Joonaghur and Mangrolle Durbars.

3. I have carefully considered Mr. Malet's proceedings. They appear to have been conducted with impartiality, and an anxious desire to elicit the truth: I see no reason for dissenting from the conclusions at which he has arrived, acquitting the accused of all the charges.

4. These questions are always most difficult. On the one hand, nothing is easier than to concoct charges of this kind; on the other, when well-founded, they are exceedingly difficult to prove, if ordinary prudence has been exercised by the guilty party. In such cases therefore we must mainly rest on the consistency and probability of the evidence, the character of the accuser, and the motives in instituting the prosecution. In the present case the prosecution fails in all these essentials, as will be seen by Mr. Malet's remarks.

5. In regard to the first charge, Bhugwanlal admits that he received the two bullocks, but declares that he purchased them from the complainant for the sum of 250 korees (not 250 rupees, as stated by Mr. Malet in his remarks on this charge). He is unable to produce a receipt for the payment of the money, but produces before Mr. Malet his private accounts, which contains an entry written at the time the transaction occurred of the purchase, and the price paid for the bullocks. I see no reason for dissenting from Mr. Malet, in considering that the entry

Charges of Corruption against Bhugwun Lall and others.

entry is *boná fide*, and therefore in the absence of other proof to the contrary, acquit the accused. But at the same time Mr. Malet should be informed that the transaction in itself is objectionable, and that his native agent ought not to have purchased the bullocks from a person who was closely connected with political matters pending in his office.

6. In regard to the second charge, Nooroodeen, the accuser, deposes that he purchased the articles mentioned in the charge for Bhugwanlal, and that he himself gave them to Bhugwanlal in the presence of a person named Ata Hussain, who is in his, Nooroodeen's, service. The latter confirms his master's statement; but there is an important, and, I think, fatal discrepancy in their evidence. The master states the presents were given in an inner room; the servant states that they were given in an outer room of Bhugwanlal's house.

7. Bhugwanlal denies all knowledge of the transaction, and declares it to be false; but as might be expected in a case of this kind, he is unable to adduce any direct evidence to refute the accusation. He observes, however, that at the period when the bribe is alleged to have been given, many other persons were residing in the same house, some of whom would have witnessed the transaction as well as Ata Hussain. I do not attach much weight to this plea; but the fact afterwards mentioned, that he was shortly after robbed of all he possessed, and gave in a list of the property stolen from him, in which the articles given as a bribe are not alluded to, is perhaps worth something. But considering that the whole charge rests on the evidence of Nooroodeen, who from these proceedings evidently cannot be trusted, and his servant, Ata Hussain, and that there is an important discrepancy in their evidence, I concur with Mr. Malet in pronouncing Bhugwanlal's acquittal on this charge.

8. On the third charge, the evidence of Nooroodeen and his witnesses is shown by Mr. Malet to be contradictory in several essential points; and I agree with the Political Agent, that in consequence of the discrepancies and contradictions of the witnesses, the charge is unworthy of credit, and acquit the accused accordingly.

9. The fourth charge is entirely dependant on the testimony of the accuser: under any circumstances, therefore, Bhugwanlal must be acquitted of this charge, even were not various inconsistencies and prevarications observable in the accuser's statements. This, however, by casting discredit on the accuser is in favour of Bhugwanlal's innocence of the other charges emanating from the same person.

10. Bhugwanlal should be immediately released from suspension, and be permitted to resume his duties, subject to the proviso mentioned in the 14th para. of his letter. The Political Agent seems fully impressed with the necessity of keeping a vigilant watch over his native establishment, who are undoutedly exposed to great temptations in a country like Kattywar. The only mode, however, in which these can be diminished, is, by Mr. Malet being easy of access to all, by transacting business in the most public manner, and by not placing too much confidence in any individual on his establishment.

11. In the present case, the Political Agent should prepare an abstract of the case in the Gujerattee language, and explanations of the grounds on which his native agent has been fully acquitted, and avail himself of the opportunity to add a few remarks, pointing out the folly of any parties, with causes pending before him, thinking to compass their ends by bribes. This should then be read out in open Durbar, and afterwards posted up in a conspicuous situation in his Kutcherry.

(signed) *G. Arthur.*
T. M'Mahon.
L. R. Reid.

26 April 1845.

Charges of Corruption against Bhugwun Lall and others.

No. 4190.

No. 2131 of 1845.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter dated the 12th instant, No. 56, submitting the result of an inquiry you had instituted into the charges of bribery and corruption, noted in the margin,* preferred against your native agent, Bhugwunlal Madowjee, by an individual named Nowroodeen, who was formerly minister of the Mangrole state, but who, it appears, has been dismissed from that office.

* *See* below.

2. These bribes are alleged to have been given to secure the goodwill of the receiver in adjusting certain matters in which the giver was concerned, connected with the Joonaghur and Mangrole Durbars.

3. The Governor in Council having carefully considered the whole of your proceedings in this case, is of opinion that they have been conducted with impartiality, and with an anxious desire to elicit the truth; and Government sees no reason for dissenting from the conclusions at which you have arrived, acquitting the accused of all the charges preferred against him.

4. Questions of this nature are always most difficult to decide upon. On the one hand, nothing is easier than to fabricate such charges; while on the other, when well founded, they are exceedingly difficult to prove, if ordinary prudence has been exercised by the guilty party. In such cases, therefore, the decision must mainly rest on the consistency and probability of the evidence, the character of the accuser, and the motives in instituting the prosecution. In the present case, the prosecution, as shown in your remarks, fails in all these essentials.

† That he, Bhugwunlal, obtained by extortion from the complainant, in 1839-40, a pair of bullocks.

5. In regard to the first charge,† Bhugwanlal admits that he received the two bullocks, but declares that he purchased them from the complainant for the sum of 250 korees (not 250 rupees, as stated by you in your remarks on this charge). He is unable to produce a receipt for the payment of this money, but produces his private accounts, which contain an entry, written at the time the transaction occurred, of the purchase and the price paid for the bullocks. The Governor in Council sees no reason for dissenting from your opinion that the entry is *boná fide*, and therefore in the absence of other proof to the contrary, acquits the accused on this charge. At the same time, I am desired to inform you that the transaction in itself is objectionable, and your native agent ought not to have purchased the bullocks from a person who was closely connected with political matters pending in your office.

‡ That he, Bhugwunlal, received as a bribe, in 1840-41 from the complainant, a gold chain and a piece of gold bullion.

6. In regard to the second charge,‡ Nowroodeen, the accuser, deposes that he purchased the articles therein mentioned for Bhugwanlal in the presence of a person named Ata Hussain, who is in his (Nowrooddeen's) service. Ata Hussain confirms his master's statement; but there is an important and fatal discrepancy in their evidence; the master states that the presents were given in an inner, while the servant states that they were given in an outer room of Bhugwunlal's house.

7. Bhugwunlal denies all knowledge of the transaction, and declares it to be false, but as might be expected in a case of this nature, he is unable to adduce any direct evidence to refute the accusation. He observes, however, that at the period when the bribe is alleged to have been given, many other persons were residing in the same house, some of whom would have witnessed the transaction as well as Ata Hussain, had it really taken place. The Governor in Council does not

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* First charge, that he, Bhugwanlal, obtained by extortion from the complainant, in 1839-40, a pair of bullocks.

Second charge, that he, Bhugwunlal, received as a bribe, in 1840-41, from the complainant, a gold chain and a piece of gold bullion.

Third charge, that he, Bhugwunlal, received at Joonaghur, in 1843-44, from the complainant, two gold chains and a gold necklace.

Fourth charge, that he, Bhugwunlal, received, in 1843-44, as a bribe from the complainant, a gold chain, of the value of 1,200 korees.

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not attach much weight to this plea, but the fact afterwards mentioned, that he was shortly after robbed of all he possessed, and gave in a list of the property stolen from him, in which the articles said to have been given as a bribe are not alluded to, is deserving of some consideration.

8. Considering, therefore, that the whole charge rests on the evidence of Nowrooddeen, who from these proceedings evidently cannot be trusted, and his servant Ata Hussain, and that there is an important discrepancy in their evidence, the Honourable the Governor in Council concurs with you in pronouncing Bhugwunlal's acquittal on this charge.

9. On the third charge,* the evidence of Nowrooddeen and his witnesses is shown to be contradictory in several essential points, and the Governor in Council agrees with you, that in consequence of these discrepancies and contradictions the charge is unworthy of credit, and acquits the accused accordingly.

10. The fourth charge † is entirely dependant on the testimony of the accuser. Under any circumstances, therefore, Bhugwunlal must be acquitted of this charge, even were there not various inconsistencies and prevarications observable in the accuser's statements. This, also, by casting discredit on the accuser, is in favour of Bhugwunlal's innocence of the other charges emanating from the same person.

11. Bhugwunlal having thus been acquitted on all the charges preferred against him, the Governor in Council is pleased to direct his being immediately released from suspension, and permitted to resume his duties as native agent, subject, however, to the proviso mentioned in the 14th para. of your letter.

12. The Governor in Council is happy to observe that you seem fully impressed with the necessity of keeping a vigilant watch over your native establishment, who are undoubtedly exposed to great temptations in a country like Kattywar. The only mode, however, in which this can be diminished, is by your being easy of access to all, by transacting business in the most public manner, and by not placing too much confidence in any individual on your establishment.

13. You will be pleased to prepare an abstract of the present case in the Guzerattee language, explanatory also of the grounds on which your native agent has been fully acquitted; you might at the same time avail yourself of the opportunity to add a few remarks, pointing out the folly of any parties having causes pending before you, thinking to compass their ends by bribery. This should then be read in open Durbar, and afterwards posted up in a conspicuous situation in you Kutcherry.

I have, &c.

Bombay Castle,
29 April 1845.

(signed) *J. P. Willoughby*,
Chief Secretary.

No. 4730.

Extract Bombay Political Consultation, 21 May 1845.

Persian Department.

Substance of a Petition from *Bulwuntroy Jadhowroy*, Moonshee of Joonagur, to the Honourable the Governor in Council, dated 24 July, and received 7 August 1844.

As Parekh Jubur Leeladhur, who managed the affairs of the Joonagur State with full power, would not render an account of the lacs of korees he had spent, the Nawab was compelled to have recourse to compulsory measures. Mr. Malet, the Political Agent, who happened to be in Joonagur at that time, also wrote to Jubur, that it was incumbent upon him to render the account. In reply, he addressed two or three petitions to Mr. Malet, stating that he wished to represent to him in person certain matters regarding the account. The Nuggurs serving under Mr. Malet, however, did not allow him to have a meeting. They suspected that if he had an interview with Mr. Malet he would disclose to him the particulars of the bribes which he had given them from the Nawab's treasury. Afterwards, with the knowledge of the Political Agent, the Nawab fired a gun at Jubur's house; but as he did not heed this measure, he was manacled and imprisoned in a place called Oopurkote. Even this step would not induce him

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* That he, Bhugwunlal, received at Joonaghur, in 1843-44, from the complainant, two gold chains and a gold necklace.

† That he, Bhugwunlal, received, in 1843-44, as a bribe from the complainant, a gold chain, of the value of 1,200 korees.

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to render the account. Afterwards, when Mr. Malet proceeded towards Bhownuggur and Palitana, the Nuggurs apprehending that Jubur might reveal to the Nawab the particulars of the bribes, promised him (Jubur) to procure his release through Mr. Malet's orders. Accordingly, when they obtained the requisite order from Mr. Malet, I remonstrated against the proceeding, in conformity with the instructions of the Nawab. Afterwards, Jubur nominated four trustworthy arbitrators, and executed a writing in the names of the Nawab and Mr. Malet, at the same time he wrote requesting that a deduction might be allowed to him for the sum of 45,000 korees, which he had expended in the late proceedings. When the Nuggurs heard this, they induced the Nawab, by various contrivances, to employ Unundjee Ummurchund to manage his affairs, and afterwards they secretly made promises to Jubur. On this, Jubur thought that it would not be advisable to disclose the conduct of the Nuggurs, who might by some means or other procure his release, and managed to get back the letter which he had written on the subject of the 45,000 korees. Captain Aston was at that time in Joonagur, and Nuggur Goolabroy Umbashunkur, who was with him, afforded his assistance to Jubur. Afterwards, Jubur pretended to swallow a bit of diamond, saying that Bulwuntroy (petitioner) was forcing him to point out some instances of corrupt conduct on the part of Bhugwunlal and Goolabroy. On this, neither Captain Aston nor Mr. Malet made any inquires of me on the point; but at the instigation of the Nuggurs, and on the statement of the rogue and prisoner, Jubur, they had me placed under surveillance. When the Nawab asked what had become of the gold mohurs in the Jamree,* which was in the treasury, no reply was returned to him. Neither did Mr. Malet institute any inquiry when the matter was referred to him. Without making any inquiries regarding the persons concerned in procuring Jubur's release, and placing confidence on partial representation, Captain Aston prepared a charge against me. I therefore addressed a petition to Mr. William Loch, requesting him to bring my case to the notice of Mr. Malet; but as that gentleman was not connected with the Political Agency, and as he could not inquiry into the matter, without the permission of the Agent, he could grant me no redress. I have herewith sent a copy† of the petition for the information of your Excellency in Council. The Political Agent acts according to the representations of the Nuggurs, who always succeed in concealing their acts. The disorder prevailing in this country is unprecedented. The Nuggurs openly receive bribes, and mismanage everything, but still the Political Agent pays no attention to these proceedings. If the Judicial Commissioner be deputed to inquire into this and other cases, I, and several other injured persons, are ready to establish, with due evidence, the charge against the native agent, Bhugwunlal Muddonjee, and Goolabroy Umbashunkur. The Nuggers have received bribes in several cases, and if any person makes a petition on the subject to the Political Agent, they either suppress it, or misrepresent the matter. What grounds had the Political Agent for affording assistance to Jubur, when he was required by the Nawab to render an account of his money? At the instigation the Nuggurs, the Political Agent took into consideration the statement of the prisoner Jubur, while he paid no attention to my representation. As there is no officer here who would listen to any person, no complaints are made; and if a person does venture to make a complaint, the Nuggurs raise some charge against him, and thereby ruin him. Neither the Political Agent nor the Government is informed of these proceedings. If the office of Serishtedar be conferred upon a person who does not belong to the Nuggur caste, the business will go on properly. As all the Nuggurs have combined together, such dishonest and deceitful proceedings as I have pointed out take place. The duty of attaching property, the offices of vakeel, and various other duties, are entrusted to none but the Nuggurs. The Nuggurs are moreover employed as "Musalee Pallas,"‡ and receive allowances. It is surprising the Political Agent does not take notice of such proceedings. Should the Nawab, who is a minor, not act according to the wishes of the Nuggurs, he will not be allowed to hold his state. He is thus obliged to act according to the advice of Unundjee Ummurchund, Goolabroy Umbashunkur, and others. The truth of this statement will be apparent on making inquiries of the Nawab, through an officer unconnected with the Political Agency. A clear proof of the corrupt conduct of the Nuggurs may be obtained from the account-books of the Joonagur and Wudhwan states. Mr. Malet is well aware of these circumstances, and has also issued an order on the subject; but as the Nuggurs are the Karbharies, the Talookdars can say nothing. Bhugwunlal Muddonjee has

* A brass pot of a particular description.

† Has been received.

‡ Persons who act as candidates for the situation of sepoys

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has himself erased his own name from the account-book of the Wudhwan state, and has had that of another written in its stead. Thakursee, son of Dayaset Karbharee, of Wudhwan, who has gone to Rajcote, goes about declaring that Bhugwunlal, and others, have received bribes from the Wudhwan State, and that he is prepared to prove the charge. As, however, disorder prevails in Rajcote, Thakursee has allowed the matter to lie over. This is well known to the servants in the Political Agent's office, as also to the vakeels, and other persons. Should the Political Agent inquire into this matter in his magisterial capacity, with the assistance of a karcoon who is not a Nuggur, everything will come to light. The Duruk has been enjoyed by my family for four generations, but still Unundjee Nuggur having ill-advised the Nawab, has had me suspended from my office, and has had my geeras allowances placed in deposit. He has moreover caused my office to be entrusted to a Nuggur, supported by Bhugwunlal. Deewan Sudasheo Rao Dewajee also, on a groundless charge, has been deprived of his office. If Unundjee had not the management of the Nawab's affairs, the acts of corruption could not have remained concealed.

(signed) *W. Escombe*,
Secretary to Government.

No. 3541 of 1844.—Political Department.

Referred for the report of the Political Agent in Kattywar.

(By order, &c.)
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle,
21 November 1844.

No. 4731.

Government, 141 of 1,844.—General, No. 564.

Political Department.

From the Political Agent in Kattywar, to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. I have the honour to acknowledge the receipt of your Order, No. 3,541, dated 21st instant, transmitting for report a petition from Bulwuntroy Jadooroy.

2. Nearly the whole of what is contained in this document is already before Government, more especially that relating to Juburlee Ladhur, which is the principal portion. I can, however, add, that I had three interviews with him at Joonagur; at one, my establishment was present; at another, if any one but himself was with me, it was his friend and partner, Hubeeb Khan; and at one, no one else was present. At neither of the two last-mentioned visits was there any reason for him to hide anything from me, but much inducement to palliate his own delinquencies, by inculpating others. He also, at least twice, visited Captain Aston, and at least one of these visits was strictly private.

3. The state to which he (a Banian by caste) was reduced by Bulwuntroy is already before Government; and yet, in his extremity, he refused to accuse the Political Agent's establishment, which accusation (not pecuniary benefit to his master) was Bulwuntroy's object.

4. Jubur Shet is now at large on Hazir Zamin, but bound by the decision of a punchayet to pay large sums of money to the Nawab. It is but a few days since, that his Highness informed me, that no money had as yet been paid; and in reply, I wrote to him that it was in his power to compel adhesion to the punchayet's decision, on the faith of which comparative freedom had been allowed to him.

5. The petition alluded to, as sent to Captain Loch, was given to that gentleman in my house, and returned unread by my advice.

Charges of Corruption against Bhugwun Lall and others.

6. The Wudhwan papers are ready, and will be forwarded in a few days.

7. Bulwuntroy is at present confined by the Nawab, to answer for his own peculations. Release, on his assertion that he is able to prove his accusation against others, is a natural object to him; it will not, however, be forgotten that he risks nothing by this assertion, and has every hope of gain.

8. Bulwuntroy was in the confidence of the late Nawab (no great recommendation); he was in such power and employ under the Regency of Dadee Boo, that no bribe could well have been given without his knowledge. He was, against my wish, as he well knew (for I detected him in a most barefaced falsehood, to screen a detected scoundrel of his own caste, and for some time forbade him my presence), highly favoured by the present Nawab; and, above all, Jubur Shet was in his cruel power, exerted in vain to the last extremity to procure information, now asserted to be possessed by him in his fallen state, though all his cruelties failed in gaining it, when armed with despotic power, which its possession would for a considerable time have ensured.

9. It really appears to me, that had my establishment received bribes from Joonaghur, I could not in the late changes but have been informed of it; from the Nawab's death till now, several strong parties have always been interested in giving information, which is now offered alone by a man in such a situation, that not having before been in possession of it, it is almost impossible that he can now obtain it.

10. The requested examination of the Nawab's accounts is, I need hardly remind you, without a change in our Kattywar policy, impracticable. The imbecility of the chief of Wudhwan, and the alienation of his property by those who should have increased it, gave me a title to examine the dufturs of that state; but that proceeding could not form a precedent for Joonaghur.

11. In the vituperation of the Nuggurs, which is so often indulged in by persons of other tribes, I find a necessity for stating the following facts: The convictions of, or suspicions against, the very numerous employés of this caste, in Kattywar, are infinitely less in proportion than with any other description of educated men; they bear a higher character, have more to lose, and are better known and liked as a class in this province, than any other, and, in consequence, are employed in greater numbers, and more responsible situations. I believe I do them but common justice in stating these facts at this conjecture, however well I may suppose them already known to Government.

I have, &c.

(signed) *A. Malet*,
Political Agent.

Katt^r Pol^l Agency, Rajcote,
29 November 1844.

No. 4732.

MINUTE by the Honourable the Governor, concurred in by his Excellency the Commander-in-Chief, and the Honourable Mr. *Reid*.

1. UNDER this report, I do not see any advantage likely to result from the prosecution of this inquiry, and the Political Agent may be so informed.

2. Nothing is easier than to prefer charges of bribery and corruption against our native functionaries, but whilst it is the duty of Government to cause all complaints having a *primâ facie* appearance of truth, false accusations should by every means be discouraged.

(signed) *G. Arthur.*
T. M'Mahon.
L. R. Reid.

6 May 1844.

Charges of Corruption against Bhugwun Lall and others.

No. 2420 of 1845.—Political Department.

No. 4733.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of your letter dated the 29th November last, No. 141, reporting upon a petition from Bulwuntroy Jadowroy, of Joonaghur, dated the 24th July 1844, preferring charges of bribery and corruption against certain individuals therein mentioned.

2. In reply, I am desired to inform you, that under the circumstances stated in your letter, the Governor in Council is of opinion that no advantage is likely to result from the prosecution of an inquiry into these charges.

3. I am at the same time directed to observe, that nothing is easier than to prefer charges of bribery and corruption against the native functionaries of Government; but whilst the Governor in Council deems it to be his duty to cause all complaints having a *primâ facie* appearance of truth to be immediately investigated, he is anxious that false accusations should by every possible means be discouraged.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle,
19 May 1845.

Extract Bombay Political Consultation, 4 June 1845.

Government, No. 58 of 1845.—General, No. 245 of 1845.

No. 5297.

From *A. Malet*, Esq., Political Agent in Katteewar, to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. Petition from Sheik Nooroodeen, dated 1 April 1845.
2. Evidence, statement, and opinion on Case No. 1.
3. Evidence, statement, and opinion on Case No. 2.
4. Evidence, statement, and opinion on Case No. 3.

I have the honour to transmit as per margin, statements relative to a complaint by Sheikh Nooroodeen against Brijlall Mudunjee, a brother of Bhugwanlall Mudunjee, my native agent, and a karkoon on the Political Agent's Establishment.

2. The accusations are three; one, that a bribe of 700 korees was received by Brijlal at Mangrol in Sumvut 1895, (A. D. 1838–39). The second, that gold was received by him at Joonaghur, in Sumvut 1897, (A. D. 1840–41). The third, that a gold chain and a ring were received by him at Mangrol in Sumvut 1897.

3. I am of opinion that Brijlall is innocent altogether of these accusations, and that they are the result of a conspiracy to ruin the native agent and his family by any means, whether true or false.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency,
Rajkote, 15 April 1845.

Enclosure 1, to Government Letter, No. 58 of 1845.

Petition from *Sheikh Nooroodeen*, dated 1 April 1845.

I petition that in 1895, Mehta Brijlal, on Captain Aston's order, came to Mangrol on account of the dispute between the Durbar and Babajee, to inquire into it. At that time I and Mehta Kusseedass went together, and gave him 700 korees; after this, in 1897, when there was a dispute concerning the nuzwrana to Joonaghur, Mr. Blane sent a sequestration on Mangrol, and Mehta Brijlal received it at Joonaghur. I was there at the time, and I got through Sungwee Ladha Meghjee, 20 gudeeanas and 2 wals of gold, and gave it to him; at the time of delivery the Sungwee aforesaid was present. In 1897 sequestration was

Charges of Corruption against Bhugwun Lall and others.

was in force on this account; at that time a gold chain of 15 gudeeanas and a ver (ring) of five gudeeanas were given to the aforesaid Mehta; at the time of giving this, Mehta Jugunath and Nuseedass were present. This is my petition.

1900 Phalgoon Wud 9th, (Tuesday).

(True translation.)
(signed) *A. Malet,* Political Agent.

Enclosure No. 2, to Government Letter, No. 58 of 1845.

Accusation against Brijlal; No. 1.

THIS is an accusation by Sheikh Nooroodeen, late karbharee of Mangrole, that Brijlal received from him at Mangrol, in Jet or Asar 1895, the sum of 700 korees.

Nooroodeen swears to going to the chubootra, thence sending a sepahee to fetch Ruseeddas, to obtaining the money there in the morning, to their returning thence together to Mehnan Ismalls, Brijlal's lodgings, and there Ruseeddas giving him the money in the inner room up stairs, to not having taken up any but this 700 korees from the chubootra, which was at one time, and would have been in one entry.

The Mangrol complaint against Nooroodeen shows three entries; one of 5,000 on Shrawunwud 5th, one of 500 on Asarshood 2d, and one of 1,000 on Bhadurwa wud 2d; all in 1895.

Russeddas swears, that afternoon Nooroodeen told him to get the money, that he went alone for it to the chobootra in the evening, that he kept it all night, and took it to Nooroodeen's house in the morning, whence they two went to Brijlal's and gave it to him, on the open terrace, up stairs.

The contradictions in the evidence are, on such matters, as, in my opinion, to destroy all credit to the accuser and his witness, and the entry in the Mangrol complaint of the receipts by Nooroodeen from the chubootra in 1895, in which this sum is omitted, appears to me, with the contradictions in evidence, decisive disproof.

(signed) *A. Malet,* Political Agent.

Accusations against Brijlal, No. 1.

Sheikh Nooroodeen is called, and on solemn affirmation deposes as follows:

In 1895, Brijlal, on Captain Aston's order, came to Mangrol to inquire into some dispute between the Durbar and Babajee Buchajee. At that time the Durbar gave him 700 korees, which Ruseeddas delivered to him in my presence.

I do not think that this complaint was ever made to Captain Jacob; certainly not by Mangrol.

Question. In what month was this?—*Answer.* I do not recollect, but think it was in Jet or Asar.

Where was Brijlal staying at the time?—In Mehman Ismal's huweelee, where we gave the money.

Who gave you the money?—The Durbar gave a verbal order to the mootsuddee of the chubootra, named Ramjee Barbhya, and I went and sat at the chubootra and sent for Ruseeddas, into whose hands Ramjee paid the money; we did not give any receipt for it.

At what time were you at the chubootra?—About 8 A. M.

When Ruseedas had come, how long did you stay there?—About two gurrees.

Where did you go thence?—To Brijlal's mookam, with Ruseeddas.

Were any other persons with you?—No; the places are close together, about 100 or 150 yards.

Where did you meet Brijlal?—In the upper storey, in the inner room.

Were any persons with him?—No; a sepahee was with him when we entered, but he was sent away; there were people in his cooking place, near at hand, but I don't know who.

Who gave the money?—Russeeddas.

What conversation was carried on?—None but about the money.

Why was the money given?—In order to obtain an impartial report in the business with Babajee Buchajee, and not to write that the Durbar was in fault; this was told him, and he said that he would forward any letter from the Durbar, and would write a report himself.

Whom did you send from the chubootra to call Ruseeddas?—A sepahee of mine, whose name I don't remember; he met him in the babar.

Where did you go on leaving Brijlal's lodging?—Russeeddas and I continued together for 10 or 20 paces, when I went home separately.

Did Ramjee Barbhya know why the money was given to Ruseeddas?—He knew it was for Brijlal, and I fancy wrote it as such in his chopra.

Note.—Here is a mistake corrected at the close.
(signed) *A. M.*

Note.—In the Durbar complaint of 1898 it is written,

Asar Shood 3d	200 korees	From the chubootra.
Asar Shood 13th	500 „	

Brijlal has nothing to ask Nooroodeen on this.

Given on solemn affirmation before me, this 14th April 1845.

(signed) *A. Malet,* Political Agent.

Charges of Corruption against Bhugwun Lall and others.

15 April 1845.

Nooroodeen called, and re-examined.

In 1895, besides this 700 korees, did you take up any other money from the chubootra?—I do not remember doing so, but I certainly did not get any other sum of 700 korees in Jet or Asar. I might have got articles for my building, but certainly not any ready money.

If you did not take 700 korees, how was that sum entered as a complaint against you?—It is probably this sum, as I took no other at that time.

Then how is it that this is entered against you on the 3d and 13th Asar Sood, when you state that you took it up at once?—This could not be the item, as I took it at once; it may have been given to Munohur, Jemadar Bajkhan's vakeel; but this was not 700, but 400 korees.

While this complaint was made against you for another sum, how is it that the 700 to Brijlal escaped notice?—Perhaps it was known that it was given to Brijlal, and therefore not entered; whatever I took, even with the Durbar's pleasure, was made a subject of complaint against me.

The articles you stated you gave to Bhugwanlal at Porebunder were made subjects of complaint against you by Mangrol, why should this be omitted?—It may have been in the item of 22,000 korees, for which the complaint was made against me.

Taken on solemn affirmation before me, this 15th April 1845.

(signed) *A. Malet*, Political Agent.

This examination was caused by my mistaking the entries of 200 and 500 korees in the Durbar complaint for Asar Sood 1895, instead of 1897, the proper date; but among the complaints by the Durbar in 1898 there is one of 6,500 korees taken by Nooroodeen in 1895, from the chubootra, made up of 5,000 korees on Shrawun wud 5th. Korees on Asar Shood 3d and Bhadurwa wud 2d, 1,000, so as that the examination is still relevant.

(signed) *A. Malet*, Political Agent.

Accusations against Brijlal, No. 1.

Russeeddas Kuleanjee deposes on solemn affirmation:

Question. Nooroodeen has stated that in 1895 you gave to Brijlal 700 korees; state the particulars?—*Answer.* Nooroodeen and I went to Brijlal's, at Ismal's hewelee; he was sitting below, and we called him up stairs, and gave them to him.

Whence had you obtained these korees?—From the chabootra, from Ramjee Buneea; I got them from him in the evening, and went next morning, about eight o'clock, and gave them to Brijlal.

Who kept the korees during the night?—I did.

Did Nooroodeen go with you to the chubootra for the money?—No, I went by myself.

Who told you to go and get the money?—Nooroodeen told me, afternoon, and I went and got the money at the time of lighting the lamp in the evening.

When did you meet Nooroodeen before you went to pay the money to Brijlal?—At Nooroodeen's; I went there in the morning.

Did you go direct from Nooroodeen's to Brijlal's?—Yes.

On leaving Brijlal's, where did you go?—I went home; Nooroodeen went to the Durbar.

Where did Nooroodeen tell you to get the money from the chubootra?—In his own house.

When you went to Brijlal's, were any others with you?—Some sepahees.

How far apart are Nooroodeen's house and Ismal's huwelee?—About 300 paces.

When you first saw Brijlal at his lodging, who were sitting with him?—His mehta; I don't remember his name.

Did you give Ramjee any receipt for the money?—No; it was entered in the Durbar account, with the choobootra.

Who carried the money from Nooroodeen's to Brijlal's?—I did.

When did you give it over to Nooroodeen?—I gave to Brijlal, up stairs.

Where were you sitting up stairs?—On the terrace; it is open to the sky.

Is there any room up stairs?—Yes, one.

Who were sitting in it?—No one.

Is the money entered in the chubootra books to be given to Brijlal?—I do not know; I told Ramjee it was for him.

Did you give Ramjee a written order for the money?—No; I told him it was Nooroodeen's order.

Brijlal has no questions to put.

Given on solemn affirmation before me, this 14th day of April 1845.

(signed) *A. Malet*, Political Agent.

Brijlal's Statement on Accusation No. 1.

I think, in April 1839, Captain Aston ordered me to go to Mangrol, to inquire into the dispute between the Durbar and Babajee. I went there, and stayed in Ismal Mehman's hawalee

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hawalee. Nothing, however, was done in it; no inquiry was made; and I was ordered to Ajuk on a boundary dispute. I went there, and the rain came on, so the ground being under water that could not be done, and I returned to Mangrol. Babajee Buchajee had some disease in one of his legs, and the rain made it virulent, and in consequence no business was done. This was the first time I had been to Mangrol. I knew no one there, and had never seen Nooroodeen before. As to the 700 korees, he can tell whether he received it; I did not. Cholera became prevalent at Mangrol, and I left, having got leave, and returned to my duty at Wudal.

Given before me, this 14th April 1845.

(signed) *A. Malet*, Political Agent.

Enclosure No. 3, to Government Letter, No. 58 of 1845.

Accusation against Brijlal, No. 2.

This is an accusation against Brijlal by Nooroodeen, for having, in 1897, in Joonaghur, received from him a piece of gold and two or three gold mohurs, weighing 20 gudecanas and two wals.

Nooroodeen swears that, in 1897, he, with Ladha Sungwee, gave to Brijlal gold weighing 20 gudeeanas and two wals, in his lodging at Meer Isak's house; that Ladha Sungwee did not sit down, and went away immediately.

Ladha Sungwee swears to giving the gold to Nooroodeen; to his giving it to Brijlal; to his sitting in the room in company with them, and some time afterwards.

There is a discrepancy between the two, as to the sitting before and after Brijlal's departure.

The gold is not entered in the complaint by Mangrol against Nooroodeen in 1898; and though an entry in it is only conclusive against him, I think the absence of an entry of it, when, as he says, everything was raked up against him, is very conclusive in favour of any one else not having received it. How far the nature of his evidence on the two other accusations may affect his credibility, as this is also to be considered, and it must not be forgotten that the object of the alleged bribe was not in the slightest degree obtained. I do not consider the accusation proved by credible witnesses.

(signed) *A. Malet*, Political Agent.

Accusation against Brijlal, No. 2.

Nooroodeen, on solemn affirmation, deposes

In 1897, on a complaint from Joonaghur, Mr. Blane had directed the sequestration of the chubootra of Mangrol. Hearing this, I went to Hubeeb Khan, and said, "I will arrange matters with you in one month. Write to Mr. Blane that sequestration is unnecessary." He gave me the paper, and I sent it off; but in the meantime Brijlal had received the order, and was preparing to start. I told him to stay one or two days for the answer from Rajkote, but he refused, saying he would go, and that I could read the order when it came. I then gave him a bit of gold and two or three ashrafees, altogether 20 gudeeanas and two wals, that he should not lengthen out the business, but remove as soon as the order should be received. When the order came I sent it to Mangrol, and he immediately (about two or three days after) came away.

Q. In what month was this?—*A.* At the end of the Hoolee.

Where did you get the gold?—From Ladha Sungwee, in Joonaghur, in my own name; but I promised him credit with the Durbar. He was the Mangrol chubootra walla; it will have been, probably, entered in my name on his books.

Where did you meet Ladha Sangwee when you asked for the gold?—He had come, as customary, to my lodging, and I asked him for it; and he went away and returned with it. This was about half-past 11 or 12 o'clock in the day. When he returned, Brijlal was sitting with me; and I took the gold from him in his (Brijlal's) presence, and gave it to him.

Where were you sitting at the time?—Upstairs, in the room on the right from the stairs.

Were any other persons sitting there at the time?—No, not inside with us.

After giving the gold, how long did you then stay there?—Ladha Sungwee did not sit down, but gave me the gold, and went and sat outside, and Brijlal went away immediately.

Could Ladha Sungwee see you give him the gold?—Yes; he was standing outside, but looking in.

When Brijlal had gone, did Ladha Sungwee come in to you?—No, he went away.

How often did Brijlal visit you while you were that time at Joonaghur?—Once; and I visited him also once.

Brijlal has no questions to put.

Examined by the Political Agent.

How can you prove that Brijlal came to your lodging at Meer Isack's?—Ladha Sungwee saw him; and the men who were with Brijlal will know; but I am not acquainted with them. There were several other men with me, but none of them are intelligent enough to know whether he came or not, for many Nagurs used to visit me at that time.

Can you prove that you went and visited Brijlal at that time?—Yes; the people who were with me can speak to it.

Mention names?—One intelligent man with me was Samut Soomra, now at Porebuneder. I cannot remember any others; and they were Sebundees, who will not know anything about it. No confidential man was with me at the time.

Given on solemn affirmation before me, this 14th day of April 1845.

(signed) *A. Malet,* Political Agent.

Nooroodeen examined by Brijlal.

Q. When you came to my house, where did we sit?—*A.* Inside the outer gate; on the left hand there was a slight building, since destroyed; we sat there.

Were there any buildings in progress?—There may have been behind, but not where I could see.

My house is on the road, did you see workmen?—I came by the other road, and did not think about it.

Sworn on solemn affirmation before me, this 14th day of April 1845.

(signed) *A. Malet,* Political Agent.

15th April.

Nooroodeen called and examined.

When you complained to Captain Jacob against Brijlal in 1898, did you state this?—No; I did not make any complaint.

When Captain Jacob asked you about what was going on between the Zubtee Mehta and Durbar, why did you not mention it?—Captain Jacob did not ask me if any bribes had been given, and I made no complaint of any.

Given on solemn affirmation before me, this 15th day of April.

(signed) *A. Malet,* Political Agent.

Accusation against Brijlal.

Ludha Sungwee, on solemn affirmation, deposes.

Question. Did you, in 1897, give anything to Brijlal?—*Answer.* No, I did not by my hand; I brought what Shekh Nooroodeen gave.

What was it?—A piece of bullion and two or three gold mohurs, altogether 19½ gudeeanas, or 19½ gudeeanas and 2 wal, or 20 gudeeanas and 2 wal; I cannot exactly remember.

When was this?—I think in Falgoon; it was when he was going on the Mangrol sequestration.

Where did you give the gold to Noorooden?—In Meer Isak's huwelee on the covered terrace. I went up, and Nooroodeen got up and took it from me. I was at the top of the stairs. He had asked it of me six or seven ghurees before I gave it him, about mid-day.

Who did you get the gold from?—The dhalia (piece of bullion) was with me; I got the other from Chutur Bhooj Kupoorchund; about five gudeeanas, a little more.

In whose name did he enter it?—In mine.

Did you ever pay for it?—Yes, I did; I believe by order on Purmanund Kullian.

Did you ever get paid by Nooroodeen?—No, it is still due, I believe, on his account; but it may be on the Durbar account.

When Brijlal got up and left, how long did you stay with Nooroodeen?—Some two or three ghurees, I believe; but I sat with them certainly.

Did you sit there whilst Brijlal was with him?—I came after Brijlal, and went up and sat with them.

How long did Brijlal sit while you were sitting there?—Short time only; I sat there after him.

When you came, did you give the gold to Nooroodeen sitting or standing?—I was standing, and Nooroodeen got up and took it from me.

Did you sit by Nooroodeen or Brijlal?—I did not sit near either; about two yards from both of them, on one side.

What was the conversation?—Nothing was spoken before me.

Who came and called you the day you gave the gold?—No one; I went there as usual, and he said he wanted it.

Brijlal has no questions to put.

Given on solemn affirmation before me, this 14th day of April 1845.

(signed) *A. Malet*, Political Agent.

Accusation against Brijlal.

Brijlal states:

I was Zubtee Mehta on Kumaloodeen Khan's share of bantwa in 1840, when Captain Jacob ordered me to sequestrate Pojod, which was in farm to Ladha Sungwee. I arrived there at mid-day, and Ladha Sungwee's muckranees opposed me, and would not allow me to come into the town; so I went back to Manawundar and reported the occurrence, and a mohsul was ordered on Mangrol; but a paper was written agreeing to remove the men, and suwars were sent to me, and I went and removed the makranees, on which account Ladha Sungwee is my enemy. As to Nooroodeen, in 1842 Nooroodeen made many complaints of me to Captain Jacob, who called me to Bheelka, and having heard my account of affairs, sent me back to Mangrol from Mendurda. Captain Jacob then came there and inquired, and found no fault with me. From that time he has been my enemy; he did not make this complaint at that time. I did not even see him at Joonaghur at the time he mentions.

Given before me, this 14th April 1845.

(signed) *A. Malet*, Political Agent.

Enclosure No. 4, in Government Letter, No. 58 of 1845

Accusation against Brij Lal, No. 3.

This is an accusation against Brij Lal, by Shekh Nooroodeen, for having, in 1897, received from him a gold chain of 15 gudeeanas, and a gold ring of 5 gudeeanas.

Nooroodeen swears that Malik Mahmood brought him the chain from the Durbar, and that the ver was given on his own account; that the ver was made up by Juggun by his order the day before, and that he did not give any gold to him to make it of; that he never saw it till Juggur gave it to him in presence of Brij Lal, and that it had never been in his house or possession; that after Brij Lal's departure Ruseeddas and he sat a long time, and that pan sooparee was brought up by one of his servants; he thinks the ver had a pattern.

Ruseeddas swears that he saw Nooroodeen take the chain and the ver from his waistband, and give them to Brig Lal; that he had seen the ver, a plain one, in Nooroodeen's possession months before; that at the time of giving no fourth person was present; that no one came up while they were sitting; that Juggun came up with pan sooparee while they were sitting; that when Brij Lal left he accompanied him part of the way, and then went home.

Juggun deposes, that Nooroodeen gave him gold; that he with it made a ring about a month before; that by Nooroodeen's order given at the time, he got it from his (Nooroodeen's) wife, and took it up stairs, where, in his presence, it was given, with a chain given by Nooroodeen to Brij Lal; that he did not take up pan sooparee.

I conclude that the numerous contradictions of the witnesses about the ring invalidate the whole accusation, and therefore believe Brig Lal to be innocent of it.

(signed) *A Malet*, Political Agent.

Accusation against Brij Lall, No. 3.

Nooroodeen deposes, on solemn affirmation, on the Chabootra, and I having failed to settle with Hubeeb Khan in one month; Brij Lal was there on the duty, and the Durbar sent me, by Malik Mahmood, a gold chain of 15 gudeeanas, and I had a ring of five gudeemas. I sent and called Brij Lal to my house, where I gave them to him at the top of the house on the covered-in terrace; Ruseeddas was with me; I think I had sent him to call Brij Lal; Juggunath was also present; he brought the ring; he stood on the stairs.

Question. Did you give the articles to Brij Lal, or did Ruseeddas and Juggunath?—*Answer.* I gave both the things to him myself.

Was

Charges of Corruption against Bhugwun Lall and others.

Was this chain entered in the complaints by the Durbar against you in 1898?—I think it was, but am not sure.

Note.—The complaint is sent for, and in it is entered a chain of 15 guadeeanas by the hand of Mulik Mahmood.

Did Jugunath come before or after Brij Lal?—After.
Was the ring your own property?—Yes; he said he had been at expenses in religious ceremonies at Joonaghur; so I gave it him.

Nooroodeen re-called and re-examined.

Where did Jugunath get the ver?—He will have made it up with gold.
Who was it made for, you or him?—It was made for Brij Lal; whether he had the gold for it, or Ruseeddas gave it to him, I do not know.
When was it made, and by whose order?—I ordered it that day, or the day before.
Had you seen it before you got it from him to give it to Brij Lal?—No; it was with him. I asked him for it, and he said it was about 5 gudeeanas.
Was there any patten on it?—Yes; at the two ends of the wire, I think; but I gave it as I got it from him; I had not seen it before.
You before stated that you had a ver of five gudeeanas; now you say it was with Juggunath; how is this?—You will have written it. But what I meant was, that Juggun had it, and brought it up to us. The ring was not in my house or possession before that.
Who did you pay for the ver?—Either Rüseeddas or Juggun will have given the gold, and entered it to my name.
You say, that Juggun stood on the stair and gave it you: did you get up and take it from him?—No, I reached out my arm and took it.
How long did you sit?—Ruseeddas and I sat a long time after Brij Lal, who staid a short time only.
Did you give him pan souparee?—Yes.
Who brought it up?—One of my chokras; I don't remember his name.

Brij Lal has no questions to put.

Taken on solemn affimation before me, this 14th day of April 1845.

(signed) *A. Malet*, Political Agent.

Russedas deposes on solemn affirmation.

Question. In 1897, did you see anything given to Brij Lal?—*Answer.* Yes; one day about 4 P.M., I went to Brij Lal's lodging, and called him to Shekjee's house; they went up to the covered terrace on the top of the house: they had pan sooparee. I also went up, and Shekjee took a chain and ring of gold from his waistband, and gave them to him.
Were you three then alone, or were any others with you?—We three alone; not any one else; no other could see.
Do you know where he got the chain and ring?—No, I saw him take them from his waistband.
Did you sit long?—No, a very short time; and when the things were given, he got up and went away.
Did any one come up while you were sitting there?—No.

Re-called and examined.

When Brij Lall went, did you go home with him?—No, I accompanied him as far as the Chabootra, when he went his way, I mine.
Who brought up the pan sooparee?—Juggun; he brought it up and put it down.
How far were you sitting from the stairs?—About three haths; we could not see from this, nor reach to them; Shekjee was nearest.
Could he take the pan sooperee from any one standing on the stairs?—Yes, he could; stretching out his arm.
Had you before seen the ver given to Brij Lal?—I had seen it on Shekjee's fingers, and his son's.
Was there any pattern on it?—No, it was a plain ver.
Do you know where he had it made?—No.
Do you know when it was made?—No.
How long do you remember it in his possession?—I had seen it with him six or seven months before.
Brij Lal has no questions to ask.

Given in solemn affirmation before me, this 14th April 1845.

(signed) *A. Malet*, Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Juggunath deposes on solemn affirmation.

Question.—Do you know whether in 1897, Nooroodeen gave anything to Brij Lal?—*Answer.*—Yes. In Mangrol Brij Lal came to Shekjee's house. About 4 P.M., Ruseeddas and Shekjee were sitting with Brij Lal in the upper story, on the terrace between the two rooms, it has a terrace over it. I went and gave a gold ring to Shekjee; and he gave it and a chain to Brij Lal together, as soon as I gave him the ring.

Where did you get the ring?—I received it from Shekjee's wife, by order from him given as he was going up stairs.

Where was the ring made?—I had it made by Nooroodeen's order; he gave me a piece of gold to make up; Bheem Sonee made it.

How long before it was given to Brij Lal was it made up?—I cannot remember; but believe it was about one month; certainly not three months.

Was it of any pattern?—No, only a plain ver (a wire twisted spirally) of three twists.

How long did you sit up stairs?—I did not sit; I merely gave it to Shekjee as he sat, and then went away.

Did Shekjee give it before you, or put it about his own person?—He gave it immediately to Brij Lal, without putting it either into his turban or waistband.

Who took up the pan sooperee?—I do not know.

Given before me on solemn affirmation, this 15th April 1845.

(signed) *A. Malet*, Pol. Agent.

Accusation, No. 3.

Brij Lal states, I know nothing whatever about this; I can say nothing at all on it.

Given before me this 14th April 1845.

(signed) *A. Malet*, Pol. Agent.

No. 5299.

No. 2711 of 1845.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter dated the 15th ultimo, No. 58, submitting your proceeding connected with an inquiry, which you had instituted into certain charges of bribery and corruption, noted in the margin,* preferred against Brij Lal Mondowjie, a karkoon on your establishment, by Sheekh Nowroodeen, late karbaree of the Mangrolee state.

* See below.

2. In reply, I am desired to inform you that the contradictions of the witnesses are of so serious a nature, the Governor in Council concurs with you in acquitting the accused of the charges, and considers it very probable that they originate in a conspiracy, having in view the object supposed by you.

I have, &c.

Bombay Castle,
31 May 1845.

(signed) *J. P. Willoughby*,
Chief Secretary.

No. 5482.

Extract Bombay Political Consultation, 9 June 1845.

General, No. 293.—Government, No. 76 of 1845.—Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to the last examination of Noorooden at his own house, forming the last of the papers in Enclosure, No. 4, to my letter No. 56 of the 12th ultimo, I have the honour to inform you, that having no reason to think that any other

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* First Charge. That he, Brijlal, when at Mangrolee in 1838-39, received as a bribe from the accuser, Nooroodeen, the sum of 700 korees.

Second Charge. That he, Brijlal, when at Joonaghur in 1840-41, received as a bribe from Nooroodeen, two or three gold mohurs and a piece of gold bullion.

Third Charge. That he, Brijlal, in 1840-41, received as a bribe from Nooroodeen, a gold chain and a gold ring.

other than the usual course of attempt to throw doubt on books would be pursued by Nooroodeen, I did not think it worth while to delay my report, in consequence of the latter part of his deposition.

2. But on the 15th April, I received the enclosed petition, stating that the bullocks, not having been given till the end of May, the entry of the payment of the money previous to that time was evidence of its falsity.

3. My neglect to determine the time of the transaction in the first inquiry laid it open to this objection, but I did not know at that time that Nooroodeen had been at Rajkote twice in that year; the necessity therefore for it did not occur to me.

4. I now transmit the evidence, &c. on this accusation, with my remarks and opinion.

5. I also send additional evidence on accusation No. 11, forming enclosure No. 7 to the same letter, from Nooroodeen's former evidence. I was under the impression that he did not know where Yakoockhan was at present, and therefore closed the case without him; I now send his deposition, with my opinion, which on both cases is favourable to Bhugwanlal.

I have, &c.

Kattywar Pol. Agency, Rajkote, (signed) *A. Malet,*
3 May 1845. Political Agent.

Enclosure No. 1, to Government Letter No. 76, of the 3d May 1845.

Petition from *Nooroodeen,* Chytr Shood, 8th (April 15th 1845.)

Bhugwanlal has in his own handwriting entered in his book that he gave to Shekh Nooroodeen for bullocks 250 korees, on the 8th Falgoon Wud, through my patel. This is altogether false, because on Falgoon wud 8th I was at Mangrol, and the bullocks were then with me, and on Chytur Shood 4th (April 6th 1840), I came to Rajkot, as will be seen by Nuthoo Bhoganee's accounts, and at the end of Wyshak (about the end of May,) I gave the bullocks to him, and can show proof of it in their food; from those proofs it will appear that his statement is false; this is a fact, and is written for your information; such a man in such a situation, acting in this way, should receive some animadversion from Government.

(signed) *Nooroodeen.*

(True translation.)

(signed) A. Malet, Political Agent.

Enclosure No. 2, to Government Letter, No. 76, dated 3 May 1845.

Remarks on the Evidence and Opinions.

This is an accusation arising out of No. 1, forwarded in my letter No. 56, of the 12th April, and is to the effect that the bullocks having been given to Bugwan Lal at the end of May 1840, his entry of the payment on the 8th Fulgoon Wud (31st March 1840) must be false. It was therefore necessary to inquire when the bullocks were given. Nooroodeen was at Rajkote twice during that year; the first time he arrived on Shrawun Wud 12th (4th September 1839), and, including a stay at Balacharee and Jooreea, remained till the end of Kartik (about the 4th or 6th December); the second time, he arrived on the 4th Chytur Shood (6th April 1840), and remained till the end of Wyshak or beginning of Jet (the end of May or beginning of June), and this is the time he states the bullocks to have been given. If they were so, the exact time must have been between the 5th and 11th of Wyshak Wud (21st and 27th of May), as Bugwan Lal left Rajkote for Joonaghur on Jest Shood 1st (the 1st of June).

Nooroodeen states that on his first visit to Rajkote he borrowed bullocks from Mangrol, which reached Rajkote before he went to Ballacheree on Assoo Shood 2d (9th October 1839), which he brought back with him from that place on Kartik Shood 5th (11th November 1839), and which remained at Rajkote until Ata Hoosen left for Mangrol on the 5th or 6th Margshur Shood (11th or 12th December 1839), when he brought them away with him. He further states that the second time he came to Rajkote, he brought with him a pair of Durbar bullocks, which were given to Bugwan Lal about the 5th or 11th Wyshak Wud (the 21st or 27th May). Nuthoo Modee's accounts show nothing for the feed of bullocks during Nooroodeen's first visit, except on the 1st Margshur (7th December), five seer of goor with oilcake and grass to Ata Hoosen. During Nooroodeen's second visit, the accounts show a pretty regular quantity of bullocks' food up to the 14th Wyshak Wud (30th May 1840).

Charges of Corruption against Bhugwun Lall and others.

Nurbheeram Vakeel, dismissed from Mangrol employ with Nooroodeen, deposes that Bhugwan Lal's bullocks are those which Nooroodeen brought with him on his second visit; he differs in his evidence relative to the colour of the first pair from Nooroodeen.

Ruseeddas deposes that the bullocks which were given to Bhugwan Lal were not those which Nooroodeen had on his first visit; he differs as to their colour from Nooroodeen and Nurbheeram.

Deoochund does not recollect any of the circumstances.

Ata Hoosen deposes to borrowed bullocks coming from Mangrol before Nooroodeen's departure to Balacheree; to their colour, "moojra," which differs from Nooroodeen. That while with him he got their food from Nuthoo Modee for five or six days; he differs not in this from the accounts. That the bullocks brought at the second visit were given to Bhugwan Lal.

Amrut Lal deposes to Bhugwan Lal's bullocks being the same that were with Nooroodeen at Balacheree.

Hurrepursad deposes that the bullocks Bhugwanlal Lal has are of the same colour as those with Nooroodeen at Balacheree.

Muncha Patel deposes that he was called to look at the bullocks that Bhugwan Lal now has during the cold season.

Jethee Modee's accounts show a regular supply of bullocks' food to Bhugwan Lal from Kartik Shood 8th (14th November 1839) up to Falgoon Wud 2d (20th March 1840). There is no entry of bullocks' food in Wyshak Wud or Jet Shood (the end of May or beginning of June). Bhugwan Lal's account has the entry dated Falgoon Wud 8th (26th March) of payment for the bullocks. He states the reason of the delay in the entry. He also produces Wullabhye Moosajee's accounts, in which are entered the food for his milch cattle, and in it nothing appears for the bullocks, either at the time he states that he bought them, or at the time Nooroodeen deposes to having given them.

Bhugwan Lal comments on the evidence, and the reason for the persons giving it; he also explains the cause of the irregular entries in his accounts.

For the reasons given in my former report on this subject, I rely but little on any of the evidence, and do not feel called on to make any further remarks on it. I take, therefore, the Modee's books, and endeavour to show how they bear on the question.

Nuthoo Moodee's accounts show no regular entries for bullocks' food during Nooroodeen's first visit to Rajkate, although it is admitted that he had a pair, at least from the time he returned from Balacheree till he went to Mangrol, about 25 days; it is clear, therefore, that he might have had the bullocks, as Bhugwanlal states, without any entry for their food in his books. The entry for goor, two days after Nooroodeen's departure, bears the inference I have noted in the margin of Bhugwan Lal's defence, that it was given in consequence of bullocks coming off a long march, and food, it is seen, was entered to the 5th, when Ata Hoosen left.

The entries in Nuthoo Moodee's accounts during Nooroodeen's second visit are such as would be for a pair of bullocks fed on oil cakes up to Chytur Wud 13th, from which time the increase is accounted for by his having a milch buffaloe; but this increase is carried on up to Wyshak Wud 14th (30th May), while, according to his evidence, the bullocks were given to Bhugwan Lall not later than the 10th, it is not easy to say what weight should be given for his reasons for this.

It appears, however, equally probable that the milch buffaloe was stopped on the 14th, just previous to his departure, and that hired bullocks to aid his own on the journey were obtained next day, which brought up the food again to 15 seers.

Jetha Modee's accounts show a regular supply of food to Bhugwan Lall for bullocks, from the eighth Kartik Wud (14 November 1839), 24 days after Nooroodeen's return from Balachere, up to Falgoon Wud 2d (20 March 1840), the time of his family's departure to Joonaghur, with whom he says the bullocks went.

I do not see any reason to doubt these entries; there is no appearance of newness of ink, and the leaves are certainly part of the original chopra; but there is another circumstance which tells also in Bungwan Lal's favour; at the time asserted by Nooroodeen of the gift of the bullocks there is no entry whatever either in Jether Modee's or Wullabhye Moosajee's chopra of any food given to Bhugwan Lal for bullocks, though other things are regularly entered; in my mind this is decisive of their correctness, for though new entries may be made on blank leaves without being detected, no leaves could be abstracted, or erasures made, without easy detection; and certainly neither of these have been done. Wullabhye Moosajee's accounts contain the food for the milch cattle, and the supply is regular, as agreed on.

As to Bhugwan Lal's account-book, and the date of the entry, it may very well have happened as he states it; certainly it may be thought that if it had been now entered to deceive, he would have taken care that the date was not the time when Nooroodeen was absent, and which could have been ascertained with the greatest ease, from my own knowledge of him. I can state that his accuracy in recollection of dates in matters of business is usually surprising, and constitutes one great source of his usefulness as a public servant.

I do not see anything in the documents now forwarded to change my opinion expressed in my letter No. 56, except, perhaps, that I am more confident of his innocence of the charge.

(signed) *A. Malet*, Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Accusation No. 1.

Nooroodeen's Bullocks given to Bhugwan Lal.

On Solemn Affirmation:

I left Mangrol about the 13th of Falgoon Wud 1896 (31 March 1840), the Durbar having at that very time given me a pair of bullocks, and I arrived at Rajkote on Chytur Sood 4th (6th April); the bullocks were with me; at this time Mr. Blane and Captain Jacob were here within a few days (five or ten) of the end of Whyshak (31 May). I gave them to Bhugwan Lal; a few days after I had given them, the two gentlemen left Rajkote for Joonaghur, on account of the death of Nuwab Buhadur Khan, and Bhugwan Lal with them; and a few days after I went also, about the full moon, or the very beginning of Jet Shood; I hired a pair of bullocks from a ghanchee, through Sepahee Dulloo, a servant of Rajkote, which I took to Jetpoor, and there hired others, as the ganchee got fever.

Q. Did you come to Rajkote before Falgoon?—*A.* No; I came in Ashar or Shrawun 1896 (11 July to 7 September), and staid till Kartik, and I and Ruseeddass and Bhooj fell sick; and Captain Jacob was going to Balacheree, so I sent to the Durbar for a rekla, being sick, and the Durbar sent me Deeoojee Waljee's rekla and bullocks. I got better, so rode; but Ruseeddas, &c. rode in the rekla to Balacheree; they left in a hired garee to go to Mangrol, and I came back to Rajkote with Captain Jacob, bringing the garee; I staid here all Kartik, and on the 27th of it left, leaving the garee and bullocks here for Ata Hoosen; and he, after the Eed (8th December), came with the rekla and bullocks to Mangrol; the bullocks were red, one with white chutka (one or more white spots). I got to Mangrol in two days, hastening for the Eed.

Q. Who will know that this was Deoojee's cart and bullocks?—*A.* All Mangrol; I don't suppose the Rajkote people will know.

Who will know that the bullocks now with Bugwan Lal were with you in Wyshak?—Ata Hoosen, Deoochund, perhaps Nurbeeram, then Mangrol vakeel, will know, perhaps the modee will know; I told Jemadar Madoo that I wanted hired bullocks, as I had given away my own; he was going for a marriage, and referred me to Dulloo.

Taken on solemn affirmation before me, the 18th April 1845.

(signed) *A. Malet,* Political Agent.

21 April.—*Nooroodeen* examined by Bhugwan Lal.

Q. You state that you returned from Balacheeree, and staid here some days, and then went to Mangrol; in that time whence did you get food for the bullocks?—*A.* If any was brought, it will be in Nuthoo Moodee's books, but it is probable that green grass was got for them.

Was it a good season for grass, or a bad one?—It was a bad year, but it had rained before I came here, and green grass was obtainable, so that oil-cake would not be given, but dal may have been given.

Where was the expense entered?—Either from Nuthoo Modee, if I got it from him, or from Sunganee Heerjee Deooraj. I might have got ready money, but chiefly the expense for grass is from the modee.

You have stated that the bullocks were given to me five or ten days before the end of Wyshak, and that Mr. Blane two or five after left for Joonaghur; but there is no difference in the expense of the bullocks until Wyshak Wud 14th; how do you account for this?—I have said I gave them a few days before I left, but I had a milch buffaloe belonging to Deookurn Kusbin, and the food for all might have been mixed up together, and the servants may have taken the same as usual; when I left, I hired a ganchee's bullocks, and had to feed them; perhaps they might have got it, which would account for the 15 seers.

The modee's accounts are shown to Nooroodeen; he accounts for the absence of entries for expense of bullocks in Kartik, by stating that his camel-men and Ganchee Hagee used to go and cut grass, for it was the fast, and they had the option of cutting grass or fasting, and that when bullocks got green grass, kor is not usually given; and that at this time he had but one horse, but that when he sent for the rekla, he sent for another horse for Ahmed Khan.

Taken on solemn affirmation before me, the 21st April 1845.

22d April.—Nooroodeen is called, and shown Bhugwan Lal's explanation of the entries and date in his account-book.

He states that the time that elapsed between the stated payment and the entry, and no daily account from which it was entered being forthcoming, prevents any trust in it.

Jetha Modee's account-book is shown to him, in which there are entries of bullocks' food to Bhugwan Lal from Kartik Sood 8th till Falgoon Wud 2d, 1896; he says he probably had other bullocks at that time; and that as to no entry being made of food to bullocks in Waeeshak, the time he states the bullocks were given, he has no faith in the accounts of the modee; that he trusts his own modee, as a respectable man, keeping accounts of many Talookdars, but not a petty man like this; he also says that the bullocks being with Bhugwan Lal so short a time in Waeeshak, he probably fed them from his own house expense.

(signed) *A. Malet,* Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Accusation No. 1.

18th April.—On solemn affirmation, *Nuthoo Kheemjee*, Modee of Rajkote.

Q. Do you remember if Nooroodeen came to Rojkote in Ashar or Shrawun of 1896, (11th July to 7th September)?—*A.* (*Refers to his books.*) Yes, he came here on Shrawun Wud 12, (September 4th), and remained in Rajkote till Asoo Shood 2d (October 9th).

During that period had he a rekla and bullocks?—I do not find that I furnished him with any food for bullocks during that time, so I suppose he had not.

When did Nooroodeen return, and how long did he stay?—On Kartik Shood 5th, Sunday 10th November, and staid till Kartik Wud 30th, Friday 6th December.

Had he bullocks with him then?—I did not furnish him with food peculiar to bullocks, and the expense for grass is not specified, as money was given to him: sometimes one koree, sometimes half korees.

After Noorooden went, did you give food for bullocks to Ata Hoosen?—Yes; on Margshur Shood 1st; December 7th I gave him five seer goor for bullocks, and some grass; 2d, one koree for grass; 4th, one koree for grass; 5th, one koree for oil-cake and grass; then the account closes.

Do you know if Nooroodeen came to Rajkote in Falgoon Wud or Chyter Shood 1896?—Yes; it is entered in my books. He came Chytur Shood 4th; April 5th (Sunday), and staid till Jet Shood 3d; Tuesday, June 2d.

Had he bullocks during this period?—Yes; I furnished him with food for bullocks from the 4th Chyter Shood up to Jest Sood 2d, on which day he got 15 seer of oil-cake; the same also on Monday; and seven and a half seer Sunday. Previous to that, from Whyshak Sood, he had 20 seers daily.

How was the consumption reduced from 20 to 7½ seers?—I do not know.

Do you know what bullocks Nooroodeen had at this time?—No, I do not at all remember them, nor the reckla.

Given on solemn affirmation before me, the 18th April 1845,

(signed) *A. Malet,* Political Agent.

Nuthoo Modee.

1896 Kartik Shood 1st, November 7th, 1839.
„ 5th, „ 11th, „ Noorooden came to Rajkote.
1896 Kartik Wud, 13th, December 3d, „ close of account with him.
No mention in this time of bullocks' food.
Margshur Shood 1st, December 7th, Ata Hoosen alone, five seer goor for bullocks, and 10 pice for grass.
Margshur shood, 2d, December 7th, grass, one koree in pice.
„ 4th, - - - grass, one koree in pice.
„ 5th, - - - kor oil cakes and grass, one koree.
Pash Shood 3d, January 7th, 1840, bajree and grass, and his own food.
FalgoonWud 9th, March 27th, 1840, accounts made up.
Chytur Shood 4th, April 6th, 1840, Noorooden came, kor.
„ 6th, - - - 20 seers.
„ 7th, - - - 10 „
„ 8th, - - - 20 „
„ 10th, - - - 30 „
„ 11th, - - - 30 „
„ 12th, - - - 10 seers for bullocks.

The same quantity daily till Chytur Wud 14th, when 20 seers were given, continuing on the same quantity till Wyshak Wud 1st.

Wyshak Wud 1st, May 17th, 1840, 30 seers.
Wyshak Wud 2d, - - - 20 seers.

The same quantity till Wyshak Wud 15th, when 7½ seers were given.

Jet Shood 1st, - - - - 15 seers.
2d, - - - - 15 seers. Accounts made up.

Accusation No. 1.

Nurbheeram Shunkurram, on solemn affirmation, deposes as follows:

Q. Were you Mangrol Vakeel in St. 1896?—*A.* Yes, and until Noorooden was dismissed, a short while since.

How many times did Nooroodeen come from Mangrol here in that year?—I cannot say exactly; but I know he came here.

Can you remember if he came in Falgoon, or before it?—I cannot remember the exact month; but he was here twice. Once he went to Jooreea; having gone to Balacheeree, I went with him to Balacheeree.

How did you go, on horseback or in garee?—In Nooroodeen's rekla, with Jeewun Ram Bhooj.

Whose

Charges of Corruption against Bhugwun Lall and others.

Whose garee did you go in?—In a garee brought by Nooroodeen; I don't know whose, nor whose the bullocks; I suppose the Durbar's.

Did you return here with Nooroodeen?—Yes, in the same garee, and with the same bullocks.

Do you remember if Nooroodeen took away the cart and bullocks?—He will have taken them away himself.

Did Nooroodeen go before, or after the Eed?—I cannot remember with certainty; but I think there was a talk about his returning quickly for the Eed.

Do you remember if Ata Hoosen went with him, or staid behind?—No.

Do you remember if Nooroodeen brought the cart with him, or sent for it?—No, I cannot.

When did Nooroodeen return here?—I think he came here in Chytur.

Did he bring a cart and bullocks with him?—Yes.

When did he leave this?—I left this for Puttun, in Wyshak, at which time Nooroodeen was here.

Do you remember the bullocks he had the first time with him?—Yes, they were moojra (white, with black or red hairs, grey).

Do you remember the bullocks he had the second time?—Not so well as the first; but I believe they were red.

Have you ever seen them since?—Yes, with Bhugwan Lal; those he now has.

Have you ever seen those he first had since?—No.

How do you know that the bullocks Bhugwan Lal now has are those Nooroodeen had in Chuytur?—I have seen them constantly since, and know them very well; they are not the bullocks Nooroodeen had with him the first visit, but the second.

Taken on solemn affirmation before me, the 18th April 1845.

(signed) *A. Malet*, Political Agent.

Accusation No. 1.

Russeeddass, on solemn affirmation, deposes:

Q. In 1896 did you come here with Nooroodeen?—*A*. I came here in Shrawun of 1895 with him.

How did you come?—On horseback.

Were the cart and bullocks with Nooroodeen?—No; but we all got fever, and he sent to Mangrol for one to take us to Balacheree. It came, and we went in it; but I cannot remember how many days it came here before we left. In it sat I, Jeewun Bhooj, and, I think, Nurbheeram.

Whose were the carts and bullocks?—Deoojee Waljee's, of Mangrol.

Had Nooroodeen any other bullocks?—No.

What colour were the bullocks?—I think they were white (dola), but it is so long since that I cannot remember.

Were the bullocks sent back to Mangrol?—I went to Mangrol from Jooreea; but Nooroodeen came by Rajkote, and the garee was afterwards brought by Ata Hoosen, with those very bullocks.

How do you know these were the bullocks?—They were returned to Deoojee Waljee, and I have seen them since.

Nooroodeen came to Rajkote in Chytur; were you with him?—No, I staid at Mangrol.

Do you know if a cart and bullocks were sent with him?—No, I do not.

Are the bullocks which you knew at Jooreea, those now with Bhugwan Lal?—No; those were Deoojee's, and he had no others.

Given on solemn affirmation before me, the 19th April 1845.

(signed) *A. Malet*, Political Agent.

Accusation No. 1.

Deoochund Ruttunjee, on solemn affirmation, deposes:

Question. Were you at Rajkote with Nooroodeen in 1896?—*Answer*. Yes; Nooroodeen was at Rajkote, and I came here from Mangrol, I think in Chytur or Wyshak.

Do you remember the bullocks he had with him?—It is long since, but I believe he had a garee and bullocks; the cart was a rekla, but I cannot remember the colour of the bullocks; they belonged to the Durbar.

How long did you stay here?—Till the death of the Nawab; when I left with Nooroodeen for Mangrol.

Was the rekla with you?—Yes.

And the bullocks?—I cannot say.

When you travelled to Mangrol, did you go in the cart?—Yes.

The bullocks which left Rajkote with you, did they go as far as Mangrol?—There was another garee, and it is a long time since; I cannot recollect.

Who drove the garee in which you sat?—When Nooroodeen came, I came after in the garee, and a man of Nooroodeen's drove it.

At your return did that man drive it?—I cannot remember.

Did the driver fall sick at Jetpoor?—I do not remember.

Did the same man drive all the way?—I can't remember.

Who sat with you in the garee?—Ata Hoosen.

Did the garreewan who came with you return with you?—I can't remember.

What was the colour of the bullocks that came from Mangrol, and the driver's name?—I don't remember either.

When you reached Mangrol, where did you drive to?—To the mandoee.

Where did the garee and bullocks go to?—I don't know.

The bullocks which returned with you, have you since ever seen them at Mangrol?—I don't recollect.

Did you ever again see in Mangrol the bullocks which came with you from Mangrol to Rajkote?—I don't recollect.

You state that Nooroodeen told you to give evidence on the subject, did he speak to you or anyone else?—I went to visit him, and he told me then to give evidence, and I said I could not do so, as I did not recollect.

What reason did he give you for giving evidence?—He said that I must recollect, as I was in service then, and I said I could not remember.

Did he say anything to influence you?—He may have said it would be for my good to speak the truth.

Did he freshen your recollection of the circumstance?—He told me that he had given the bullocks to Bhugwanlal.

Do you remember whether he did so?—No, and I said I could not speak to what I did not remember.

When did you see at Mangrol the bullocks which Bhugwanlal got from Nooroodeen?—I don't remember.

Were these the bullocks that you brought from, or others?—I don't remember.

Taken on solemn affirmation before me, the 19th April 1845.

(signed) *A. Malet*, Political Agent.

Nooroodeen asked me if I remembered anything about a chundun har given to Goolabraee; I told him I knew nothing about it.

Solemnly affirmed before me, the 19th April 1845.

(signed) *A. Malet*, Political Agent.

Accusation No. 1.

Ata Hoosen, on solemn affirmation, deposes:

Question. Did you come more than once to Rajkote in 1896 with Shekh Nooroodeen? —*Answer.* When I was first employed, I was taken by Nooroodeen to Bacheree, when Captain Jacob was there, thence to Jooreea, and thence here.

Had Nooroodeen a cart and bullocks?—Yes, a rekla open, and two bullocks.

Whence did he get them?—From Mangrol when he got sick, and the people were sick. Ruseeddas got sick at Balacheree; the rest here.

How long before you left for Balacheree did it come?—I cannot say; it is long ago.

What colour were the bullocks?—The colour is called moojra; some think it red and white; but it is called moojra.

When you returned from Joorea were they with you?—Yes.

How long after did you keep them?—Nooroodeen left to go to Mangrol for the Eed, and left the garee and bullocks with me. I passed the Eed, and in two or three days left, and took the cart and bullocks with me, travelling in it myself, and at Mangrol made them over to him; and he ordered that as soon as my things were taken out, they should be returned to the owner.

Where did you get the food for them in Rajkote?—From Nuthoo Modee.

How long did you stay at Mangrol?—Perhaps a month, and then came to Rajkote.

How long after that did Nooroodeen come?—I can't remember; but it was before the Nawab's death some time; perhaps two months.

When he came from Mangrol did he bring a rekla and bullocks with him?—Yes; the bullocks he gave to Bhugwanlal that he has now.

Do you remember when the bullocks were given to Bhugwanlal?—Two or four days before the news of the Nawab's death arrived, I think. We hired cattle to take away our rekla. I travelled in it to Jetpoor. I can't remember whether we took on the same bullocks from thence or others. We went from Jetpoor to Dorajee, and thence to Mangrol, taking the garee with us.

How long before you went did you hire the bullocks?—That day or one before, I think.

Taken on solemn affirmation before me, the 19th April 1845.

(signed) *A. Malet*, Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Accusation No. 1.

Amrutlal Amurchund deposes on solemn affirmation:

Question. Do you remember whether Nooroodeen had with him, when he went to Balacheree, the bullocks which Bhugwanlal now has?—*Answer.* Yes; he had these bullocks and an open rekla; he staid at Hureeana in a koombee's place. I was in the Dhurumsala; they were of full size. I saw them twice at Balacheree.

Had he another pair?—I do not know.

Do you remember when Bhugwanlal got them?—No; I left the camp at Purduree, and staid only a few days at Rajkote, and did not meet Nooroodeen there.

When did you return to Rajkote?—In Chytur or Wyshak. I came with Chundursingjee of Gondul, and returned with him; perhaps we staid 15 days.

Had Bhugwanlal these bullocks then?—I do not know; I did not see them in his possession till 1897.

Given on solemn affirmation before me, the 19th April 1845.

(signed) *A. Malet,* Political Agent.

2d May.—Nooroodeen has no questions to put.

(signed) *A. Malet,* Political Agent.

Accusation No. 1.

Hurree Pursad Ambaram, on solemn affirmation, deposes:

Question. Were you with Captain Jacob's suwaree in 1896 at Balacheree and Jooreea?—*Answer.* Yes.

Was Nooroodeen there, and had he a cart and bullocks?—Yes.

What coloured bullocks?—Red.

Did Bhugwanlal get these bullocks from him?—I saw them there; I don't know about Bhugwanlal.

Was it these that Bhugwanlal got from Nooroodeen?—They were the same colour; but I cannot speak with certainty to whether they are the same.

Were they full grown?—No; perhaps four years old.

When did you first see the bullocks after they were Bhugwanlall's?—Not till two years after, when I came back from Rajkote.

Do you know when he first got them?—No.

Given on solemn affirmation before me, the 19th April 1845.

(signed) *A. Malet,* Political Agent.

2d May.—Nooroodeen has no questions to put.

(signed) *A. Malet,* Political Agent.

Accusation No. 1.

Muncha Patell, gareewan of Ramjee, mehta vakeel of Porbunder, on solemn affirmation, deposes:

Question. Do you remember when Bhugwanlal first got his pair of red bullocks?—*Answer.* No, I cannot recollect. I only know that I was sent for to examine them, and that was in the cold weather.

How do you remember it was in the cold weather?—It was after the Dewalee, and before the Hoolee (middle of March).

Were you in the habit of going out with your bullocks in company with them?—No, I only remember going out once in company with them, and I cannot say when that was.

Were these the pair he now has?—Yes.

Given on solemn affirmation before me, the 21st April 1845.

(signed) *A. Malet,* Political Agent.

Read to Nooroodeen the 2d May; he has questions to put.

Question. In what year did you see the bullocks?—*Answer.* I cannot recollect the year.

Was it very cold or not?—How can I remember. I know it was the cold weather.

Had the bullocks short horns or long?—Perhaps less than one span, or a little more.

Were they broken in?—How should I know?

How old were they?—I cannot say. I was sent to examine them; but I did not know that business.

Given on solemn affirmation before me, the 2d May 1845.

(signed) *A. Malet,* Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Jeta Modee's Accounts.

Kartik Shood 8th (bullocks' food) dal six paeelees, flour two seer, goor 1½, ghee ¾.
Kartik Shood 9th, dal six paeelees, flour two seer, goor 1½ seer, ghee ¾.
Kartik Shood 10th, dal six paeelees, flour two seer, goor 1½ seer, ghee ¾.
And the same daily till Falgoon Wud 2d.

(True translation.)

(signed) *A. Malet*, Political Agent.

These accounts on the 2d May are examined by Nooroodeen and his Mehta Juggun, who says that it is not usual to write six columns in a page, and the account in three different places covers the leaf, which is not usual, and is done for the sake of deceiving.

I examined the book with my judicial carkoon, and it shows entries as follows:

Leaf 6, dated Posh Wud 8.
" 7, " Kartik Wud 3.
" 12, " Kartik Wud 1.
" 13, " Margshur Shood 8.
" 14, " Margshur Wud 9.
" 16, " Chytur Shood 4.

Leaf 17, dated Kartik Wud 1.
" 23, " Kartik Wud 6.
" 24, " Kartik Wud 6.
" 27, " Kartik Wud 11.
" 29, " Margshur Wud 3.
" 31, " Posh Wud 8

Bhugwanlal's account at leaf 33, dated Kartik Shood 2d.
The food to the bullocks commences on Kartik Shood 8th.
The account next it commences at leaf 34, Posh Wud 10th.
The next at leaf 35, is Margshur Wud 4th.
The next is Bhugwanlal's continued, leaf 36, Margshur Wud 15th.
The next is at leaf 37, dated Margshur Wud 2d.
The next is at leaf 38, dated Margshur Wud 9th.
The next is at leaf 40, dated Margshur Wud 11.
The next is at leaf 42, dated Posh Shood 1st.
The next is at leaf 43, dated Posh Shood 9th.
The next is at leaf 45, dated Posh Shood 10th.
The next is Bhugwanlal's at leaf 46, dated Chytur Shood 1st.
The next is at leaf 47, dated Chytur Wud 6th.
The next is at leaf 48, dated Posh Wud 3d.

There is no difference in the paper, and though the account is the only one that has six columns, there are some with five, and others which have room for six, three columns being on one half only of the leaf.

There is another account of Hurreeshun Kur, Dessae of Wuran, which is entered similarly to Bhugwanlal's, commencing at leaf 40, continuing on leaf 41, and from that going on to leaf 73. No inference can therefore be drawn of its incorrectness from it, the irregularity of the entries by the dates also prevents any doubt from that circumstance.

(signed) *A. Malet*,
Political Agent.

Accusation No 1.

Bhugwanlal's Account-book is examined.

It is an account-book for 1896, in which all his expenses and receipts are entered, but no date either of the month or day is stated regularly. The entry is,

Korees 270, a pair of bullocks from Nooroodeen, as below:

Ks.	
250,	the price of the bullocks.
10,	the man who came with them.
10,	the Akheeram Patell (Bhagwanlal's servant).
270	Falgoon Wud 8th.

There is no date to any other entry, but one immediately preceding this of 150 korees to Bhaee Shree, Hunutram Wud 8th, so that the time of disbursement cannot be ascertained from any other than this one.

The reason of this he states to be, that it is not a regular account-book, but the items are entered as leisure and recollection permitted; sometimes in his own handwriting, sometimes in others; those of the items of the same description as this are all in his own handwriting; this is the reason for the entry having been made so long after, and he states the date to be that of the entry, not of the payment. This, differing from his first statement, that the money was paid on that date, he says he merely could have mentioned the date at all from the chopras, so, not remembering the circumstance, he thought it was the date of the payment; that the delay in the entry must have arisen from his constant employ in Government business, and his family being here; so that he had no leisure, and entered it after their departure to Joonaghur, after the Hoolee; he denies that he had any bullocks before

before he purchased these, and these were the only ones he had until November 1843, when he sent for a young pair, which had been bred up for him at Bhyawuddur; but that in 1896, he had cows and buffaloes whose cotton seed and oilcake was supplied by Bhora Wullee Bhye Moosajee.

Charges of Corruption against Bhugwun Lall and others.

(signed) *A. Malet*,
Political Agent.

Wullabhye Moosajee produces his books, in which there is a namah of Bhugwanlal for 1896.

	Ks.	*a.*	
Kartik Shood 3d, November 1889, korees 33, panseeree to Kartik Wud 9th	7	13	
14 kor. 28 panseeree will be given on the 14th	5	10	
Kor. 9 panseeree	2	–	
Sunday, Posh Shood 4th, 20	4	–	agreed to be taken by the hand of Kanda.
TOTAL	19	7	

	Ks.	*a.*
Monday, Posh Shood 5th, to give two panseerees daily, till Posh Wud 1st, Wednesday	5	–
Tuesday, Mah Wud 4, 4½ panseerees at one koree	15	2
Saturday, Falgoon Wud 1st, to Falgoon Wud 4th, daily, three panseerees	2	8
	25	10

	Ks.	*a.*
Monday, Chytur Wud 1st, cleared to give, for 31 days, 32 panserees of Kor. for eight korees agreed, and 90 panseerees for 20 korees	27	9
Asar Shood 1st	10	–

[*Note.*—The oil-cake is stopped at this time, as the rain comes on.]

(True translation.)

(signed) *A. Malet*, Political Agent.

PETITION from *Bhugwunlal Mudunjee.*

NOOROODEEN has represented on the 10th Falgoon Wud (2d April), that he had given to me in 1896, a pair of bullocks of a red colour, for which he had not been paid. An inquiry into this was made on the 8th April, and I produced what documents I had; at that time no objections were stated for me to reply to, but afterwards having consulted with his people, Nooroodeen stated that he had given the bullocks in the month Waeeshak, and petitioned to that effect on Chytur Shood 8th (April 15th), and inquiry into it has been since carried on, and I have given in such proofs as I possess. But in Nooroodeen's and the other statements there are differences as follows:

1st. In his first petition, No. 2440, he has entered an item at Jooreea, and with it this complaint. Unless he had treachery in his heart, why did he not state the month?

2d. On the 18th April, Nooroodeen deposes, that five or ten days previous to the end of Wyshak he gave me those bullocks, but in examining Nuthoo Modee's accounts, it appears that from the day he came until he left, the oil-cake is daily the same; if therefore he had not these or other bullocks, why should the quantity have been continued, for it is not customary to give the buffaloe so much oil-cake?

3d.* In his statement, he states that Bhooj (Jeewur Ram) hired another garee and went to Mangrol, and that he himself brought the garee to Rajkote, and staid here all Kartik, and on the 27th Ramzan went to Mangrol and left the cart and bullocks with Ata Hoosein, and in the answer to the first question he says, those bullocks were red, and that one had a † white spot; these bullocks are the very ones I now have; some people call their colour rata (red), some gora (red), but these two colours are the same; in his reply on the 21st April, he has stated, that if any food was bought for the bullocks, it was of Nuthoo Modee; but green grass being procurable, nothing perhaps might have been got from him, and that dal also will have been given to bullocks. As to this, I state that in Kartik, green grass is not always procurable, and in that year there was a scarcity of rain; how then could he get it? He states that most of the things are obtained from the Modee, but looking at Nuthoo Modee's accounts, I find that he came in Kartik Shood 5th, and went on Kartikwud 15th, but in all this there is no entry for any food for bullocks; but he states that his camelman and cartman used to go and cut grass, and that he had but one horse, and that as it was the fast, the camelman and ganchee cut grass, and that he had but one horse, and that when he sent for the rekla, he sent also for a horse with it for Ahmed Khan; but in the Modee's books is entered on the 1st Margshur Shood, five seers of goor for bullocks. He had sent for these bullocks in haste, and they will have come by

* This refers to the first stay of Nooroodeen, at Rajcote.

† In the deposition it may mean more than one.

Charges of Corruption against Bhugwun Lall and others.

long marches, and the goor will have been to give to them, otherwise why should it have been given.*

4th. Nurbheeram Vukeel, in his deposition, states that the rekla and bullocks will have been taken to Mangrol, and that the colour of the bullocks was moojra (roan or gray); this man was employed through Nooroodeen, and subsequent to Nooroodeen and me being confronted in the inquiry, he and Nooroodeen agreed together that he should give his evidence, but it is all made up, and he has given evidence on a subject he was unacquainted with. Thus, for the reasons I have stated, it appears; he is an opium-eater, how then can any reliance be placed on his word?

5th. Ata Hooseen is Nooroodeen's servant; in his deposition of the 19th he has stated that the bullocks were moojra (roan or gray), sufed (white), and lal (red), but in these red, white, and moojra there is much difference.†

6th. Russeddas Mehta is Nooroodeen's servant, and he has stated that the bullocks were dola (white), and from Nooroodeen's reply on this subject, it is evident that this is made up evidence; thus it is:

These people have consulted together and made up this accusation, and proof being required, this has been part of their service, the sirkar should consider this. You have objected to the proof in my account-book, but I was not able to keep regular accounts like a dealer; for in November 1830, I was employed in the Government service, and from that day till now, you and all people know my time of performing my duty at the Kucheree; leaving it I go home, and having taken my meal, examine and complete the work to prevent mistakes the following day; thus looking after my duty, I have no time to keep regular accounts, so I entered things for my own information of expenditure, without looking at dates, not expecting ever to be called to account on them, so that I did not attend to them; besides, my expenditure was too small for me to forget it, so that remembering my expenditure, if any one was present, he would enter it, or I would do it myself; my pay at that time was too small for me to keep a clerk, and if my account was with a dealer, I could get a copy from him, or make one myself, thus at that time I managed. This I represent to you.

Date, 23d April 1845.

(signed) *Bhugwanlal Mudunjee.*

(True translation.)

(signed) A. Malet, Political Agent.

Enclosure No. 3, to Government Letter, No. 76, of 3d May 1845.

Remarks and Opinion on Evidence, Enclosure No. 3.

This is additional evidence on case No. 11, forming Enclosure No. 7, to my Letter, No. 56, that of a gold ooutree given by Shekh Nooroodeen to Bhugwanlall.

Yakoob Khan deposes, that he has been some time, and now is, in Nooroodeen's service; that he left Mangrol on his own affairs at Joonaghur, on leave from his master's *locum tenens,* and that he came on here of his own accord, on hearing a report that he would be required as a witness; that he could not leave Mangrol without leave to go to Joonaghur, but that he required no permission to come on to Rajkote; that he went with Nooroodeen to give the oouteeree to Bhugwanlall; that he saw Nooroodeen take it from his box, and that he had seen it during the day; that no one else came out of Bhugwanlall's room after Nooreedeen went in; that a servant of Nooreedeen's brought a letter to Mangrol, and that Sher Khan, to whom it was addressed, told him (Yakoob Khan) to go to Rajkote from Joonaghur.

Nooroodeen deposes that Yakoob Khan is not, and never has been, in his service; that he sent word, but no letter, by a servant to Sher Khan to send him to Rajkote; that he showed him the oouteeree only in his own hand when going to take it to Bhugwanlall's.

Both these evidences agree but on one point, that they went together to Bhugwanlall's, and that Naroodeen had with him the oouteeree, but it may also be gathered from them that Yakoob Khan was specially called, and from his method of giving evidence and its matter, I should say carefully tutored in what he was to say. Contradictions are on points which would not be supposed to form part of the examination, and I am sure it was intended to keep the fact of his having been sent for secret. I am also positive, that in Nooroodeen's examination his words, though I have merely entered them as stating that Yakoob Khan was not here, were such as to lead me to believe that he did not know where he was, and I find in the Goozerattee notes, that though his name was entered as one of the witnesses, at the same time with those of others who were at Mangrol, he was not sent for, as he certainly would have been, had Nooroodeen stated his place of residence as he did that of the others.

If

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* This is to show that these bullocks were sent for after the sale of the others, and that, having come in by forced marches to take back the garee, they, as usual, received a large quantity of goor.

† He says, moojra (roan or gray), sufed (white), and lal (red), but called moojra.

Charges of Corruption against Bhugwun Lall and others.

If the witnesses were persons worthy of credit, the circumstantial evidence on this accusation would be strong; as it is, I do not change my opinion recorded in my letter, No. 56, that he is innocent of the charge.

(signed) *A. Malet*, Political Agent.

No. 11.—*Bhugwanlall.*

Yakoob Khan, on solemn affirmation, deposes: I am at present, and have for five or six months since Shurval, been in Shekh Nooroodeen's service.

Question. Whence have you now come?—*Answer.* From Joonaghur, where I staid one night; I came there from Mangrol. I came to Joonaghur on my own affairs, and hearing a report that I was wanted here as an evidence here.

Who told you you were wanted as an evidence?—No one in particular; it was a rumour.

So you came to Junaghur in your business, and on this rumour left it undone, and came here?—Exactly so.

Who gave you leave to go from Mangrol to Joonaghur?—Shaik Nooroodeen's brother-in-law, Sher Khan.

Could you not have left Mangrol without his leave?—No.

Whose leave did you get to come here from Joonaghur?—No one's, I came of my own accord; there was no one there to ask leave of.

Where did you stay the night at Joonaghur?—At Shakjee Meeas.

Did you meet any of Nooroodeen's people there?—No, but there were many people there. I spoke to no one in particular.

Were you in Rajcote in 1900?—Yes, with Rubeeb Khan. I was the servant of Syud Burea Meea of Joonaghur.

Did you live with Hubeeb Khan?—Yes.

Did you ever go with him to give any present to Bhugwanlal?—No; but Shekh Nooroodeen went to give him a gold oouturee, and I went with him.

At what time did you go there?—I cannot remember the day; but it was at night, about eight o'clock.

From whose house did you go?—From Nooroodeen's; we were alone.

Where did you meet Bhugwanlal?—We went to his house, and staid there rather less than a ghurree.

Where did you sit?—I did not go in, but staid outside. He went into the place made for sitting in, which had been built a short time.

Did Nooroodeen show you the oouturee when he was coming away?—I saw him wrap it up in a cloth; but I had seen it before, I was in his confidence; I saw it the day we went to give it.

Did Nooroodeen say anything to you about it?—No, nothing; but when he left Bhugwanlal's, he said he had given it to him.

Where did you go after leaving Bhugwanlal's house?—Home.

Did you ever go with Nooroodeen on a similar errand, or with Hubeet Khan?—No, never.

When Nooroodeen went in, did any one come out?—Not that I saw.

Could you see, from where you were, if any one came out?—Yes.

Who were at the door where you sat; and did you speak to any one?—There were Mohsulee Siphaes, &c., but did not speak to any one.

Who carried the outuree?—Nooroodeen.

Re-examined.

How many days is it since you left Mangrole?—Five days.

In what cloth did Nooroodeen wrap up the oouturee?—I do not know, that is, I can't remember.

In what particular way do you serve Noodooreen?—In any he pleases. I am called bargheer.

What is your pay?—Whatever he chooses to give me. I am with him.

When Nooroodeen came to Rajcote, did you come with him?—No, I staid at his house in Mangrol. I have left the Durbar service six months.

Have you any post in Nooroodeen's service now?—No, none in particular.

What, was it a moonlight night when you went to Bhugwanlal's?—Yes, bright moonlight.

Do you know a servant of Nooroodeen's named Koobun?—Yes.

When did you last see him?—When I left Mangrol, I believe I was there; but this place was at the Jhampa, and I lived at the Dalee, so I cannot be sure.

How long before you left did you see him?—Perhaps eight or ten days.

When he came from Rajcote, did you see him?—He brought a letter, which was read by Sheer Khan and Russeedas, perhaps five or six days before I left Mangrol.

Charges of Corruption against Bhugwun Lall and others.

Did Sheer Kan tell you anything about going to Rajkote?—Yes; he said, "When you have done what you want there you had better go to Shekjee, at Rajkote."

What reason did he give for your going there?—None.

Bhugwanlal has no questions to put.

Taken on solemn affirmation before me, this 15th day of April 1845.

(signed) *A. Malet*, Political Agent.

No. 11.

Bhugwanlal examines *Nooroodeen* on solemn affirmation.

Question. How long has Rakoob Khan been in your service?—*Answer.* He is not in my service, and has never been; he was long in the Durbar service, and about eight months ago was in the Durbar employ. I don't know whose service he is in; he is a friend of my brother-in-law's, Sher Khan.

Why did you send for him here?—He was a witness of mine, so I sent word to Sher Khan that if he were at Mangrol he should send him here. I sent the message, not a letter, by a man called Koobun, who went there.

How many days since did he reach Mangrol?—Seven or eight days.

What news has Yakoob Khan brought from Sher Khan?—I do not know; I have not met him.

When did you show Yakoob Khan the oouturee?—When I went to Bhugwanlal's to give it, and told him I was going to give it.

Did you show it to him in the street, or house?—In the house.

Did you show it to him when you first got it?—No.

Did you at any time show it to him?—Not that I remember.

Did you show it to him for him to examine it?—No, I showed it to him in my own hand clearly, so that he could well know it was an oouturee.

How did you wrap it up?—I put it in my waistband without wrapping it up.

Did you speak to him on the subject on the road?—No.

Did you speak to him after leaving?—I said I had given it, as he was not by when I gave it.

How many doors are there in the room where Bhugwanlal was sitting?—One; there may have been another to go into the house, but I do not know that there is.

Did Yakoob Khan always stay with you?—Very often he came; I was intimately acquainted with him.

At what time that evening did he come to you?—About evening.

Had you seen him before that day?—Yes, at my house; he was sitting there, and ate his dinner with me, I think, but he certainly was in my house. I did not tell him to come in the evening to go with me; I don't remember at what time he left, nor whether he left at all; he came and went as he liked.

When you gave Bhugwanlal the oouturee was it moonlight, or dark?—It was light bright; I think about 10 or 12 of our month Shawul.

When you left Mangrol was Yakoob Khan there?—Yes, he was living at the durbar's; it was before he left the durbar service.

Do you know where he has been living?—With Sher Khan, but not in his service.

Bhugwanlal has no questions to put.

Taken on solemn affirmation before me, the 15th April 1845.

(signed) *A. Malet*, Political Agent.

No. 5483.

MINUTE by the Honourable the Governor, concurred in by His Excellency the Commander in Chief and the Honourable Mr. *Reid*.

I CONCUR with Mr. Malet in opinion in this case, and think we should confirm the decision already recorded, that the charges against Bugwanlal are not proved, and that the transaction in regard to the bullocks, though irregular and improper, was not corrupt, *i. e.*, they were bought and not received as a gift.

(signed) *George Arthur.*
T. M'Mahon.
L. R. Reid.

27 May 1845.

Charges of Corruption against Bhugwun Lall and others.

No. 5484.

No. 2790 of 1845.

From the Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 3d ultimo, No. 76, submitting further evidence on the two charges of bribery and corruption, noted in the margin,* preferred against your native agent, Bhugwanlal Madowjee by Sheik Nowrodeen, late minister of the Mangrolee state.

2. In reply, I am desired to inform you that the Governor in Council concurs in the view which you have taken of this case, and confirms the decision communicated in my letter, dated the 29th April last, No. 2131, namely, that the charges against Bhugwanlal are not proved, and that the transaction in regard to the bullocks, though irregular and improper, was not corrupt.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 6 June 1845.

No. 6225.

Extract Bombay Political Consultation, 2 July 1845.

Government, No. 83 of 1845.—General, No. 333 of 1845.

Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

As I have now, as far as I can, completed my reports on the accusations brought against my establishment by Nooroodeen, Hubeeb Khan, and Madhar Sing, I think it right to state, for the consideration of the Honourable the Governor in Council, my opinion on the course these persons are pursuing on sending their agents to Bombay, and the consequence which, without great care will probably ensue.

2. Government was before informed that agents had left this for Bombay, but you will perceive from the enclosed letter from Captain Aston, that they are accompanied by Mankhan, whose case was reported to Government on the 24th August last, and concerning whose disreputable character there is no doubt whatever.

3. Mudhar Sing's dispute with his chief having been, as far as my office is concerned, settled some months ago, I think it unnecessary to notice his portion of the affair; he is besides too near the head-quarters of the Agency for me to fear much evil from the course he has pursued with Hubeeb Khan, and especially with Shekh Nooroodeen the case is widely different.

4. Shekh Nooroodeen was dismissed from his ministry in Mangrol in October last, and as is invariably the case among native states, he has been required by Durbar to submit his accounts for examination; as his appointment by the Durbar was made with the concurrence of Captain Jacob, I considered myself bound to require from the Shekh of Mangrol a fair settlement for him, and in prosecution of Captain Jacob's arrangements, I insisted on its being conducted through Joonaghur, the superior authority.

5. The apparent reason of the accusations now made is, that some of his ill-gotten gains being demanded from him, and trusting (I speak it with some shame) to the readiness with which I listened to his tales, he thought that he might procure credit for his asserted disbursements, even if his higher object of again obtaining power were frustrated.

6. This

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* First Charge: That he, Bhugwan Lal, obtained by extortion from the complainant, in 1839–40, a pair of bullocks.

Second Charge: That he, Bhugan Lal, received, in 1843–44, as a bribe, from the complainant, a gold chain, of the value of 1,200 korees.

Charges of Corruption against Bhugwun Lall and others.

6. This object of course has failed; and in reply to his petition to me, I have informed him that not a fraction of his improper asserted disbursements will be allowed in his accounts; this would have been my same proceeding had the accusations been true, for nothing will more deter from bribery by subordinate agents, than the knowledge that the payment will eventually fall on themselves.

7. The usual course of examination has now to be pursued, and this is conducted by Joonaghur, as arbitrator, while the present Minister of Mangrol, his most bitter enemy, is his opponent, even without the existence of passion on either side; Government is aware that such proceedings are of the most difficult and delicate nature; what they are likely to be in this case may be easily supposed.

8. With every desire to act impartially, I cannot expect to escape the imputation of harshness to Nooroodeen, nor if anything like justice be done, can the parties lately accused by him hope to avoid the loud outcries against their vengeance which he will raise.

9. Having lost the fruits of success, he is already endeavouring to turn his defeat to account, and his utmost exertions will not be wanting to render it as profitable as possible. The game he played was well arranged; had he won it, probably nothing would have been wanting to him, while its loss makes him, as far as this Agency is concerned, no worse off than before.

10. The foregoing, you perceive, has no reference to the mission to Bombay, to which I now wish to draw attention. It is in the recollection of Government that the discontented party at Limree had an agent in Bombay; and it is within my knowledge that this was the principal cause of the long continued discontent in Jhalawar, which, on two occasions, nearly led to actions which must have caused much bloodshed. The agents in Bombay, especially servants, sent on the present occasion, however slender their hopes, or however certain their failure, must, for their own purposes, invariably magnify the one, or conceal the other; such a state of things acting on Joonaghur and Mangrol, both hotbeds of intrigue, while the two were but a short time since almost at open war, cannot but be expected to produce mischievous results.

11. If, therefore, Government can consistently with impartiality take any decided steps to discourage the agents in Bombay, it would, I think, have a good effect. I refuse to Nooroodeen any further inquiry into his accusations, while I extend to him in his affairs with Mangrol the same countenance as I should have done had he been as good a character as he was once supposed; there will be of course numerous complaints of the contrary, but I trust for my justification to the knowledge of Government that many things occur in which, under any circumstances, interference would be impracticable, or at any rate unadvisable.

12. Hubeeb Khan's case is so far parallel to the above, that the engagements into which he entered with the Nuwab have not yet been fulfilled; but as the inquiries were finished long since, and the arrangements determined, there is not ground for either such difficulty or such discontent, added to which, I do not think Hubeeb Khan so dangerous a man; and while there is between the parties in and out of power at Joonaghur as bitter animosity as exists between those of Mangrol, there is not so much passion, while whatever may be the faults of the Nuwab, he, contrasted with the shekh, exercises considerable control over all his subordinates.

13. I fear I may be thought obtrusive in thus stating my opinions to Government; but the excessive evil of extra work has been made so apparent by the late impediments to the common business of the country, that I hope the indulgent consideration of the Honourable the Governor in Council may be extended to me.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
16 May 1845.

Charges of Corruption against Bhugwun Lall and others.

From Captain *H. Aston*, First Assistant Political Agent, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

I HAVE the honour to inform you that it has been reported to me that the Mehta Ruseeddas, and Kubba Gande, two of the witnesses against Bhugwanlal and Goolabraee, in support of the late accusations of Nooroodeen and others, have passed through Gogeh, on their way to Bombay, and that they were accompanied by Mankhan, the individual of infamous character, who, in September last, brought accusations against Bhugwanlal of taking presents from Nuthoo Khan at Joonaghur, which investigation proved to be false.

2. They gave out that they were proceeding to Bombay to prosecute their accusations, which had failed at Rajkote, and this accords with the remark made to me by a Parsee passing by yesterday on his way from Rajkote to Surat, " that the accusing parties had given out at Rajkote, that they were determined never to desist from their efforts to establish their accusations, but that they would send agents to Bombay, and employ a European barrister, and appeal even to the Court of Directors. That these parties had also been endeavouring to retain a wukeel of the Sudder Adawlut, named Dadabhoy Framjee, who was casually passing through, and who (of course) spoke of his great intimacy with high Government functionaries and the influential Parsees at the Presidency; but he hesitated to meddle with a busidess promising to be profitable, because the effect his doing so might have upon his interests and character elsewhere, seemed doubtful."

3. Man Khan returned to Rajkote during the late proceedings against Bhugwanlal; and during these proceedings Syud Ubdoolla also is known to have been in Rajkote, the man who was concerned in the notorious gold bribe some years ago, and also in the conspiracy last year at Joonaghur against Bhugwanlal and Goolabraee.

I have, &c.
12 May 1845. (signed) *H. Aston*,
Assistant Political Agent.

(True copy.)
(signed) A. Malet, Political Agent.

No. 6225 A.

Government, No. 86 of 1845.—General, No. 338 of 1845.

Political Department..

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to my letter No. 83, of yesterday's date, I have the honour to inform you that I have received a letter from Captain Aston, dated 14th instant, informing me that Man Khan has not proceeded to Bombay with Russeeddass and Kuba Gandee, but has remained at Gogeh.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
17 May 1845.

No. 6226.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid*.

THE complaints alluded to in this letter having been carefully and impartially investgated, I do not think the inquiry should be re-opened.

Charges of Corruption against Bhugwun Lall and others.

The agents deputed for this purposed, named Ruseedass and Kuba Gandee, should not therefore be received, but be discountenanced.

No petitions should be received from them; they have had every opportunity afforded them to substantiate their charges, and have failed. They appear to be the agents of a corrupt intrigue.

On these grounds they should be refused admittance to the secretariate, and if they appear before me, I shall inform them I cannot attend to any further com plaints on the subject, which have been investigated.

This appears to me to be the proper course, but I shall be glad to be favoured with Mr. Reid's opinion.

23 June 1845. (signed) *G. Arthur.*
J. H. Crawford.

I entirely concur.

(signed) *L. R. Reid.*

No. 6227.

No. 3140 of 1843.—Political Department.

From *E. H. Townsend*, Esq., Secretary to Government, to *A. Malet*, Esq.
Political Agent in Katteewar, Rajkote.

Sir,

I am directed by the Honourable the Governor in Council, to acknowledge the receipt of your letter, dated the 16th May last, No. 83, reporting that the three individuals named in the margin,* have been deputed to Bombay by Sheik Nowrooden and Hubbeeb Khan, to prosecute their accusafions against your native establishment; and suggesting that they be discountenanced by Government.

* Ruseeddas, Kuba Gandee and Man Khan.

2. In reply, I am desired to inform you that, as the complaints which these individuals, who appear to be the agents of a corrupt intrigue, have preferred against your native establishment, have been carefully and impartially investigated, and as every opportunity has been afforded them to substantiate their charges, in which they have failed, the Governor in Council considers that no advantage would result from having the inquiry re-opened.

3. The agents above mentioned, who have been deputed to Bombay for this purpose, will not therefore be received by Government, and any petitions which they may present to Government will be returned to them, with an intimation that Government has resolved not to pay any attention to their representations on the subject of the above charges; orders have also been issued for refusing admitance to these persons within the secretariate.

4. I am also desired to acknowledge the receipt of your letter dated the 17th May last, No. 86, and to inform you that Captain Aston, has been misinformed regarding Man Khan not having proceeded to Bombay, since this individual has been at the Presidency for some time past, and has personally presented several petitions to Government on the above subject.

I have, &c.

Bombay Castle,
1 July 1845.

(signed) *E. H. Townsend,*
Secretary to Government.

No. 6228.

No. 3141 of 1845.

Resolution of Government in the Political Department.

Ordered, That copy of a letter from the Political Agent in Katteewur, dated the 16th May last, No. 83, with enclosure, reporting that the three individuals named in the margin* have been deputed to Bombay by Sheik Nowrooden, the late minister of the Manjoolee state, and Hubbeeb Khan, to prosecute certain accusations

* Russeddas, Kuba Gandee, and Man Khan.

Charges of Corruption against Bhugwun Lall and others.

accusations which they have preferred against his native establishment, together with an extract, para. 1 to 4, from a Minute recorded thereon by the Honourable the Governor, dated the 23d ultimo, concurred in by the Honourable Board, be transferred to the Persian department, for the information and guidance of the secretary in that department.

(signed) *E. H. Townsend,*
Bombay Castle, 1 July 1845. Secretary to Government.

No. 5564.

To the Right Honourable the Governor in Council, Bombay.

The humble PETITION of *Maunkhan Vuludey Vuleekhan*, Inhabitant of Benares, and at present in Ahmedabad,

Most humbly showeth,

THAT your humble petitioner begs very respectfully to bring the following circumstances into the favourable notice of your honourable Board, and trust it will meet with your kind approbation.

That your petitioner was a treasurer of the Nawab of Joonaghur, and after the demise of the late Nawab Bahdurkhan, his son, Ahmud Khan, has taken his seat on the gadee, at which time the Karbharies of the Political Agent's office, named Bhugwanlall and Golabroy, have taken much bribe, which your petitioner reported to the Political Agent in Kattywar; but without making any inquiry he at once imprisoned your petitioner, and attached your petitioner's property; and after the expiration of three months, your petitioner has been released, but the property is still in sequestration. Your petitioner, therefore, most humbly begs to request to order the Political Agent to remove the attachment, and if Government may be wished to prove the case, your petitioner is well able to do so if those two persons will be suspended, and if he will be unable to prove the case, he is ready to suffer a punishment whatever your honourable Board may deem proper; and by complying with this request your petitioner, as in duty bound, shall ever pray.

(signed) *Maunkhan Vuleydy Vuleeskhan.*
Ahmedabad, 4 April 1845.

No. 1961 of 1845.—Political Department.

REFERRED for the report of the Political Agent in Kattywar.

By order, &c.
(signed) *J. P. Willoughby,*
Bombay Castle, 21 April 1845. Chief Secretary.

No. 1962 of 1845.—Political Department.

To *Maunkhan Vuludey Vuleekhan*, Inhabitant in Ahmedabad.

I AM directed by the Right Honourable the Governor in Council to acquaint you that your petition, dated the 4th instant, has been received, and referred for inquiry to the Political Agent in Kattywar, on the receipt of whose report the orders of Government will be communicated to you.

By order, &c.
(signed) *J. P. Willoughby,*
Bombay Castle, 21 April 1845. Chief Secretary.

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General, No. 69 of 1845.

General, No. 276.—Political Department.

No. 5565.

From the Political Agent in Katteeawar to the Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your order of the 21st instant, No. 1961, and to inform you that I have not attached any property belonging to Maunkhan. His accusations were reported on, under date 24th August last, in a letter, No. 99.

2. The original petition and order are returned, copies being kept.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteeawar, Political Agency, Rajkote,
28 April 1844.

Extract Bombay Political Consultation, 2 July 1845.

No. 6122.

Government, No. 80 of 1845.—General, No. 325 of 1845.

Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. Petition from Jareejee Mudhar Sing, of Treemba, dated 2d April 1845.
2. Evidence of Mudhar Sing.
3. Evidence of Velyee Sejd.
4. Evidence of Anuntjee Kuchee.
5. Evidence of Jenver Wagjee Bhooj.
6. Evidence of Gela Metta.
7. Extracts from Documents.

I HAVE the honour to enclose papers as per margin, relative to the accusations brought by Jerejah Mudhar Sing, of Treemba, against Goolabraee Ambashunkur, the karkoon, with the first Assistant Political Agent.

2. The vagueness of the accusations is in some measure cleared up in the deposition of the accuser, and resolves itself into three points.

1st. That an agreement to pay 5,000 korees was entered into by Mudhar Sing, which was to be given to Goolabraee, and that in part payment of this sum Anutjee received:

In 1896 552 koorees, being the balance after payment to Mudhar Sing, of 448 rupees of the Wajree farm.

In 1897 1,000 rupees being the amount of the Wajree farm.

In 1898 the price of grain from Govind's Waree, 98 maps, price not stated.

2d. That an anklet of silver of about 211 gudeeanas was given to Anutjee, for Goolabraee.

4th. That 200 rupees were given by Gela Mehta to Goolabraee.

3. The first part of the first of these accusations is unsupported by any evidence; the agreement for the amount is admitted by the writer, Jewa Bhooj, and Anuntjee Kuchee. The former does not or will not remember to whom the money was to be paid; the latter states that it was to have been paid to the late Thakoor Soorajee, of Rajkote, who was the person most interested in the question, as it directly affected his receipts.

4. The fact of the retention by Anuntjee Kuchee, of 552 korees, as part payment, is also refuted by the books, which contain the following items:

Sequestrated

Charges of Corruption against Bhugwun Lall and others.

	Korees.		
Sequestrated expenses - - - - -	198	13	7 ½
Sudur Khurch - - - - - -	3	8	–
Zubtee Wurar - - - - - - -	3	8	–
Paid to Golabchund Amurchund - -	174	–	–
Ready money - - - - - - -	9	–	–
	388	13	7 ½
Agreed by Mudhar Sing, while looking over the accounts - - - - - -	10	–	–
	398	13	7 ½
This leaves a balance - - - -	153	2	17 ½
Korees	552	–	–

which is accounted for by the collection of the Oobhur Veera by Khengarjee, the minister of Rajkote.

5. The next part payment of 1,000 korees is fully established; Rajkote had sequestrated the property, and Anutjee was obliged to obey the durbar's orders in disposal of the produce. The other portion, the price of 98 maps of wheat, is refuted by Captain Jacob's order, which rendered it unnecessary to bring it on the accounts.

6. The second complaint, that an anklet of silver was given to Anutjee for Goolabraee, is disposed of, by his admitting that he received it for himself.

7. The fourth, that 200 rupees was paid to Goolabraee, by Gela Mehta, is denied by Gela Mehta.

8. There being therefore no case against Goolabraee, I have not thought it necessary to call on him for his defence.

9. Mudar Sind yesterday petitioned me not to carry on the inquiry, as the witnesses were afraid in consequence of Bhugwanlal's restoration to office to tell the truth. I refused this, as a portion of the proof almost essential to conviction, rested on accounts which were not affected by the circumstance.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency,
Rajkote, 13 May 1845.

Enclosure No. 1, to Government Letter, No. 80, dated 13 May 1845.

PETITION of *Mudar Sing Jarejah,* of the Rajkote Bhyad, Grasseea of Treemba, 2 April 1845.

1. 5,000 korees. A writing without name, to make over the giras in 25 days, but this was not done as agreed in the writing, and in 1887, 1,000 korees, the amount of the farm of the village of Wajree, and in 1896, balance of the farm, which remained of 300 korees, were through the means of Anutjee Kutchee embargoed and taken.

2. An anklet of silver of about 211 guddeanas, which some Munguljee made to be given by the hand of Anutjee to Mehta Goolabraee; witnesses Waneeo, Veljee, and myself, we gave it.

3. 98 maps (1 ¼ kulsee) in 1898 of the Wuje of Patel Govinds Warre, in the writing for 5,000 korees to Mehta Anutjee Kutchee, by the hand of Jeewa Vakeel.

4. 200 rupees of mine, and 200 rupees of Jareja Jeteejee of Kamba, and 100 rupees of Jareja Surtanjee, of Parasun, altogether 500. Mehta Judarjee Bhooj, the karbaree of Jarejah Kakeenojee, of Jellea, by the hand of his vakeel Mehta Gela, were given to Goolabraee. My 200 rupees from Gosbea Juslee and Pank Kurshunjee were received, bearing interest, and the interest till now is due by me.

The above I informed Captain Lang of at Sadra; to get my business done I gave as I have above stated, but my business was not done, and on the contrary, my jumma was increased from one to two korees, and my house in Rajkote and Waree were taken; thus I was injured. On my stating this, the aforesaid gentleman wrote an English letter to Mr. Malet, and told me to state to him what I had said there, but I did not (alone) have an

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an interview with him, and I am greatly injured, so that I cannot write it; the above-mentioned agreement for 5,000 korees is in Mehta Jeewa Bhooj's handwriting. What is above written, if the sirkar will inquire into, it is well, or they will keep up enmity and destroy me, therefore befriend and assist me, I state this privately to the Hoozoor.

Written by

1901, Falgoon Wud 11. *Jarejah Mudar Sing.*

(True translation).
(signed) A. Malet, Political Agent.

Enclosure No. 2, to Government Letter, No. 80, dated 13 May 1845.

Mudar Sing Jarejah, of Treemba, Rajkote Bhyad.

Question. In your petition of the 2d April, in the first paragraph, you mention that you gave an engagement for 5,000 korees, and that 1,300 korees also were taken from you, to whom was this engagement given, and to whom was the money paid?—*Answer.* The durbar claimed from me 3,000 korees a year from my jumma, but this was not proved, and on a dispute for the heirship to the lands of Jetabhye and Gujabhyee, Wajree was sequestrated by the Political Agent on the claim of the durbar; I gave to Mr. Blane a writing to settle as customary, and the zubtee was removed, but two months before in 1896, I had given the Wajree farm to Anutjee Kutchee, and the amount 1,000 korees remained with him.

After Kakabhye's (my elder brother) death, there was a report of the pregnancy of his widow. Anutjee Kutchee told me that she might get up a child, so that I had better give something to Bhagwanlal and Goolabraee. I said I had nothing, and went home, but my dispute with the widow continued, and Jeewa Bhooj advised me to give something to persons (not mentioning names), so I caused Jewa Bhooj to write an engagement for 5,000 korees from me, but omitting the persons to whom it was to be paid, and gave it to Anutjee Kuchee. Three or four days after this, Captain Jacob ordered that, as 11 months had elapsed without an heir to Kakabhye, I should succeed, and a Jeewaee should be given to the Bhaee, and Captain Jacob sequestrated my village, and the time (25 days) in which according to the written engagement, my business was to be arranged, elapsed. I had received from the Wajree farm for 1896, 448 korees, and the whole of the 1,000 korees for 1897 remained with the farmer, and when I asked him for the balance, Anutjee Kutchee said it had gone on account of the 5,000 korees engagement. After Mr. Malet's arrival, Jewa Bhooj said if I would pay the 5,000, my jumma should be settled at 2,700, and that the Political Agent would sign the arrangement. I refused, but agreed to a jumma of 2,500, but a dispute followed on this, and Jewa Mehta said Goolabraee and Bhagwanlal and Anundjee Ramdar are of one mind, you had better pay the korees; I refused, and those people then consulted together, and at Captain Aston's Goolabraee told me to agree to a punchayut.

When the note was written, I and Noghunjee, of Gunod, and Jewa Bhooj were present; when it was given to Anutjee Kutchee, I and Jewa Bhooj were with him.

Jeewa Mehta knows all about the Wajree proceeds.

Given before me, the 10th April 1845.

(signed) *A. Malet*, Political Agent.

Enclosure No. 3, to Government Letter, No. 80, dated 13 May 1845.

Accusation by *Mudar Sing.*—A silver anklet 211 guddeanas given to Goolabraee.

Velje Sejoo, on solemn affirmation deposes:

Question. Do you remember a silver anklet of 211 guddianas made by Soonee Mungujee for Mudar Sing?—*Answer.* I do not know anything about its weight, but I remember that Mudar Sing had a silver anklet, and Sonee Mungujee may have made it.

Do you remember what year it was with Mudar Sing?—It was with him two or three years since, when there was a dispute with Kakabhye's widow.

Do you remember to whom it was given?—Yes, it was given to Anutjee Kuchee; Mudar Sing gave it with his own hands; I was with him.

What for was it given to him?—I did not hear the detailed reason, but it was for the settlement of the dispute with Kakabhye's widow.

Did you hear that it was to be given to anyone else?—No.

Was it given during the day or night, secretly or openly?—In the day time; Mudar Sing and I and Anutjee were there, and two or three others, but I don't remember who they were.

Given on solemn affirmation before me, the 10th May 1845.

(signed) *A. Malet*, Political Agent.

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Enclosure 4, to Government Letter, No. 80, dated 13 May 1845.

Mudar Sing's accusation of a silver anklet given to Goolabraee by Anutjee Kutchee.

Anutjee Kutchee, on solemn affirmation, deposes:

Did Mudar Sing give to you a silver anklet weighing 211 guddeanas?—He gave me an anklet weighing 205 or 205 ½ gudeeanas, I believe in 1897 or 1898.

For what purpose?—At that time there were three affairs of Mudar Sing's, in which, though I was not his vakeel, I was employed; first, the probability of a posthumous child to Rakabhye; second, his claim to continue to reside in Rajkote; third, the amount of his jummabundee; and Soorajee, then Rajkote Thakoor, required something to be given to him for his favour on these points, and it was arranged that if he would give 5,000 korees, no supposititious child should be brought forward; his jumma should be fixed at 2,700 korees, and that of his two houses in Rajkote, he should retain one. Mudar Sing executed a paper for 5,000 korees, of which, for my part in the businees, I was to have 200 rupees. The business relative to the child was arranged, and then Mudar Sing drew back from his bargain, and wanted his jumma to be continued at 2,000 korees, and to retain his two houses; he then constantly asked me for his written agreement, and Soorajee told me to give it back to him. I told Mudar Sing that if he got back his engagement for 5,000 korees, what was to become of my claim for 200 rupees; on this account he brought a tora, and gave it to me, and in the evening I returned his note to him. I broke the tora afterwards at Bhangjee Sonee's, and made up other things. The reason of Mudar Sing withdrawing from the bargain was, that the zubtee which he had expected to be removed in 25 days was continued.

Did you pay any portion of the produce of Wajree for 1896 and 1897, in part of this 5,000 korees?—In 1896 the farm was under sequestration, but I had the waeewut, as the sequestration was removed at the beginning of the year; Kakabhye received some of the revenue; some was advanced to ryots; some was collected by the zabteedar, and Mudar Sing received some; and Khengarjee, the durbar karbaree, by force collected some; I think he had altogether got about 200 korees, for which I retained from the 1,000 korees the amount of the farm due to Mudar Sing, about 200 korees. In 1897 there was no zubtee; but the waeewut was conducted then by Soorajee's man, the patuk of Porebunder and Judooram. My farm was continued, but Soorajee took the amount, 1,000 korees, so that was not on account of the agreement for 5,000, but of it 900 korees was paid to Abdool Hubeeb and 100 to Bappoo Gurmanundass. All the Tramba talooka was that year in Soorajee's hands, in consequence of Kakabhye's death, and the undecided succession. I paid these two items in Bhadurva from the shop of Goolabchund Ameechund.

In 1898 what grain was given to you in part payment of the agreement for 5,000 korees?—In 1898 the village was under sequestration, and the produce of a waree being in farm to a charun, was by Mudar Sing ordered to be stored, so I put it at Jeeta Modees, and he some time after saying that it was spoiling, I told Mudar Sing, and he desired it to be sold, and the proceeds given to the zubteedar, so I retailed it, and paid the proceeds to the zubteedar.

Was there anything going on before Captain Ramsay concerning the jeewaee to Kakabhye's widow?—Yes, it was going on both before Captain Jacob and Captain Ramsay.

Did you get the tora while this was going on?—I was not Mudar Sing's vakeel, but he showed me all the business, and I went to Captain Ramsay about it; and I wrote a petition for Mudar Sing, on which Captain Ramsay gave an order, but a few days before this was shown to Mudar Sing, Captain Jacob went away, and Mudar Sing went with him. The tora, I believe, was given to me before this; before this the tora had been pledged with me, and had been redeemed, and was afterwards given to me.

Did you tell Mudar Sing that the tora was required for any one else?—No.

The tal of Wagree was given to you, and you were answerable to Mudar Sing for the produce; how could you allow Khengarjee to collect the oobur veera?—Mudar Sing and Khengarjee both had shares in the village; the former had the veera, the latter a share in the bhooj; Khengarjee, too, was karbaree of Rajkote and the oobur veera by force; I told Muder Sing, who complained to the sirkar at first, but desired (Mudar Sing asserts to this being told him, but states that he only got 400 or 450 korees of that year's revenue.)

Questioned by Mudar Sing.

Kakabhye gave me a share of Wajree in Kewall, and Soorojee sequestrated Tramba and Maleasun, and I ordered you not to pay any of the Wajree revenue to Soorajee, as it was my giras; how then could you, after my property was sequestrated by Captain Jacob, give any of it to him?—You never told me that the share of Wajree was your giras; I now hear it for the first time; neither did you stop payment of the money.

Given on solemn affirmation before me, the 10th May 1845.

(signed) *A. Malet,*
Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Enclosure 5, to Government Letter, No. 80, dated 13 May 1845.

MUDAR SING'S ACCUSATION.

Jeewa Wagjee Booj deposes, on solemn affirmation, as follows:

Question. WHAT do you know about the grain for the wujee of Govind's waree in 1898? —*Answer.* One hundred or one hundred and one maps of wheat were received by me from the Koombee Govind; there was a sequestration, and the waree was in tal to the wudala charun, who kept in deposit at Anutjee Kutchee. Mudar Sing told the charun to show the writing on which he held the tal, until when the wheat should be held in deposit; after this I was dismissed by Mudar Sing.

Why was the wheat kept in deposit with Anutjee?—This was the sirkar's sequestration, and Mudar Sing doubted the charun's right, therefore it was sequestrated.

Was it given to Anutjee in part payment of any sum of money?—No.

Was it on account of a note of 5,000 korees given to Anutjee?—No, I believe the note was written after this.

Did you write out an engagement for 5,000 korees for Mudar Sing, and to whom?—Yes, it was without any name.

To whom was the money to be given?—I do not know to whom, but there was a talk between Anutjee Kutchee and Mudar Sing.

Why was it given?—That he might get the giras in 25 days.

Whose favour in getting the giras was requisite?—I cannot say.

Did you hear that it was to be given to Soorajee?—No; there was a separate 1,000 korees for Soorajee, for which no bond was executed.

Did you know that the 5,000 korees were for Goolabraee?—No; I do not know the name.

How do you know that 1,000 korees were to be given to Soorajee?—Because I was employed in the business; his jumabundee was to be 2,750 korees; the grass land, which had been encroached on from Rajkote, was to be given up, and as Govindjee Munkooree and Gopaljee Chuter Booj might determine, and some land for kakabhye, and that Mudar Sing should retain his house in Rajkote, and be obedient to the durbar.

Was there any talk of Kakabhye's widow having a child?—There was a talk of it, but I don't know that it had anything to do with an agreement for money. I think I was wrong in saying that the grain was deposited before the khut; I think it was after the agreement for 5,000 korees.

Why was no name entered in the note for 5,000 korees?—Anutjee long wanted the agreement, but Mudar Sing refused till he consulted Naghunjee of Gunad, who said to him, "It is for four giras; you had better agree." I don't know who it was for, for Mudar Sing and Anutjee agreed about it themselves.

What do you know about the balance due on the Wajree farm?—Of the item for 1896, 200 or 400 korees were due, and of that year, for 1897, the whole amount, 1,000 korees; that for 1896 was in consequence of the death of Kakabhye and the dispute; and that for 1897 was in consequence of the disputes, and then the sequestration followed. Soorajee took the other produce, but Mudar Sing would not allow him to take the Wajree produce, which was kept with Anutjee; I was then discharged, and I do not know whether it was paid to Mudar Sing or not.

Given on solemn affirmation before me, the 12th May 1845.

(signed) *A. Malet,*
Political Agent.

Enclosure 6, to Government Letter, No. 80, dated 13 May 1845.

Lala Mehta deposes on solemn affirmation.

Question. Do you know anything about 200 rupees on Mudar Sing's account, given to Golabraee by Indurjee Booj?—*Answer.* I know Indurjee Booj, but I never received any money from him to give to Golabraee, neither did I ever receive any from Mudar Sing for that purpose, nor was I his vakeel; I was vakeel of Jallea Indurjee Booj, who died in 1899.

Given on solemn affirmation before me, the 12th May 1845.

(signed) *A. Malet,* Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Enclosure 7, to Government Letter, No. 80, dated 13 May 1845.

Mehta's Account.

Sequestration Accounts of Wajree for 1996.

R.	*a.*	*reas.*	
249	9	11	balance in hand of last year.
1,382	8	6¼	produce of the year 1896.
1,632	1	17¼	
			Deduct from this— *R.* *a.* *r.* 15 12 – due from the villages. 282 4 6¼ due from Anutjee Kutchee for wheat sold.
298	–	6¼	
1,334	1	11	Total receipts.

	Korees	*as.*	*reas.*
Paid to Kakabhye and Mudar Sing	390	–	–
Sequestration expenses (*a*)	198	13	7½
Sudur Church (*b*)	3	8	–
Share of Sequestration (*c*)	–	–	–
Establishment	3	8	–
Expense of collecting the wujee or revenue in kind	13	15	–
Total expenses	609	12	7½
Balance in hand	724	5	3½
	1,334	1	11

The sequestration Mehta states, on the 10th Ashar Sood 1897, that he had paid over this balance to Anutjee, the farmer of the village; and on the 29th June 1841 (Ashar Sood 11, 1897) Mudar Sing executed the usual rajeenamah, declaring that the sequestration Karkoon's accounts were passed by him.

Anutjee Kuchee's Accounts for 1896, with Mudar Sing.

				Korees	*a.*	*reas.*
To Mehta Jeewa Booj, by the hand of Roodurjee Mundeeram				150	–	–
For houses for cultivators	173	–	–			
	20	8	–			
				193	8	–
To Patel Mawa Tabeerera				35	–	–
Zubtee expenses (*a*)				200	–	–
Sudur Kurch (*b*)				3	8	–
Zubtee establishment (*c*)				3	8	–
Row Golabchund Ameerchund	40	–	–			
	134	–	–			
	80	–	–			
				254	–	–
Ready money				9	–	–
				848	8	–

This, with the amount of the Oobur Veera, which Anutjee stated as about 200 korees, is to make up the amount of the farm, 1,000 korees.

Mudar Sing does not recognise the sequestration expense, but this does not depend on him, as it is the first expense always paid from the collection of sequestrated estates; the other item which he disallows as paid by Anutjee, are—

Paid to Goolabchund Ameerchund	40 134
Ready money	9
	183

To investigate the two first items, the books of Goolabchund Ameerchund, Anutjee Kutchee's banker, are brought and examined.

Goolabchund Ameerchund's Awura for 1897.

Bhadurwa Sood 11th.

Mudar Sing on account of Anutjee.

		K.	*a.*			
Leaf 731.	Paid to Khoja Dhya Jeewun, and by him to Parik Poonja	34	4			
	Ready money	5	12			
				40	–	–
	Bhadurwa Wud 6th.					
Leaf 751.	Transferred from Anutjee account to Mudar Sing's			134	–	–

Charges of Corruption against Bhugwun Lall and others.

Anutjee Kuchee's Account for 1897.

To Abdool Hubib, on account of Wajree for 1897 - - - - -	900
To shop of Goolabchund Ameerchund, to Mehta Bappoobhye, on account of the farm of Wajree, by order of Anundjee (karbaree of Rajkote), from the shop of Goolabchund Ameerchund - - -	100
	1,000

Account continued.

Goolabchund Ameerchund's Accounts for 1897, in Anutjee Kutchee's name.

Bhadurwa Wud.

Leaf 751.	From Arab Abdool Hubeeb to Indurjee Neusee Parik - -	900
	Same date.	
	From Bappoo Ramchundur to Mehta Rewashunker Byasunker	100
		1,000

(True extracts.)
(signed) *A. Malet*, Political Agent.

On the 9th July 1842, Captain Jacob ordered that the wheat from Govind's waree for 1898 should be given to the Charun, which was probably done; and not forming a part of the sequestration, does not come into the accounts of that year.

(signed) *A. Malet*, Political Agent.

No. 6123. Minute by the Honourable Sir *G. Arthur*, concurred in by the Honourable Mr. *Crawford* and Mr. *Reid.*

I see no reason for doubting the justice of Mr. Malet's decision in this case, which should therefore be confirmed.

(signed) *G. Arthur.*
J. H. Crawford.
23 June 1845. *L R. Reid.*

No. 3074 of 1845.—Political Department.

No. 6124. From *E. H. Townsend*, Esq., Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

1. I am directed to acknowledge the receipt of your letter, dated the 13th ultimo, No. 80, submitting your proceedings connected with an inquiry which you have instituted into certain charges of bribery and corruption preferred by Jarejah Mudar Sing, of Treemba, against Goolabraee Ambashunker, the karboon attached to your first assistant.

2. In reply, I am desired to inform you that the Honourable the Governor in Council sees no reason for doubting the justice of your decision, namely, that these charges have been unsupported by any evidence against the accused Goolabraee; the Governor in Council therefore confirms your having acquitted this individual of these charges.

I have, &c.
(signed) *E. H. Townsend*,
Secretary to Government.

Bombay Castle, 27 June 1845.

Charges of Corruption against Bhugwun Lall and others.

No. 6225.

Political Department.

Extract Bombay Political Consultation, 2 July 1845.

Government No. 83 of 1845.— General No. 333 of 1845.

From the Political Agent in Kattewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

As I have now, as far as I can, completed my reports on the accusations brought against my establishment by Nooroodeen, Hubeeb Khan, and Mahdar Sing, I think it right to state, for the consideration of the Honourable the Governor in Council, my opinion on the course these persons are pursuing in sending their agents to Bombay, and the consequences which, without great care, will probably ensue.

2. Government was before informed that agents had left this for Bombay, but you will perceive, from the enclosed letter from Captain Aston, that they are accompanied by Man Khan, whose case was reported to Government on the 24th August last, and concerning whose disreputable character there is no doubt whatever.

3. Mudhar Sing's dispute with his chief having been, as far as my office is concerned, settled some months ago, I think it unnecessary to notice his portion of the affair; he is besides too near the head-quarters of the agency for me to fear much evil from the course he has pursued. With Hubeeb Khan, and especially with Sheikh Nooroodeen, the case is widely different.

4. Sheikh Nooroodeen was dismissed from his ministry in Mangrol in October last, and, as is invariably the case among native states, he has been required by the Durbar to submit his accounts for examination. As his appointment by the Durbar was made with the concurrence of Captain Jacob, I considered myself bound to require from the sheikh of Mangrol a fair settlement from him; and in prosecution of Captain Jacob's arrangements, I insisted on its being conducted through Joonaghur, the superior authority.

5. The apparent reason of the accusations now made is, that some of his ill-gotten gains being demanded from him, and trusting (I speak it with some shame) to the readiness with which I listened to his tales, he thought that he might procure credit for his asserted disbursements, even if his higher object of again obtaining power were frustrated.

6. This object of course has failed; and, in reply to his petition to me, I have informed him that not a fraction of his improper asserted disbursements will be allowed in his accounts. This would have been my same proceeding had the accusations been true, for nothing will more deter from bribery by subordinate agents, than the knowledge that the payment will eventually fall on themselves.

7. The usual course of examination has now to be pursued, and this is conducted by Joonaghur as arbitrator, while the present minister of Mangrol, his most bitter enemy, is his opponent, even without the existence of passion on either side. Government is aware that such proceedings are of the most difficult and delicate nature; what they are likely to be in this case may be easily supposed.

8. With every desire to act impartially, I cannot expect to escape the imputation of harshness to Nooroodeen, nor, if anything like justice be done, can the parties lately accused by him hope to avoid the loud outcries against their vengeance which he will raise.

9. Having lost the fruits of success, he is already endeavouring to turn his defeat to account, and his utmost exertions will not be wanting to render it as profitable as possible. The game he played was well arranged; had he won it, probably nothing would have been wanting to him, while its loss makes him, as far as this Agency is concerned, no worse off than before.

10. The foregoing, you perceive, has no reference to the mission to Bombay, to which I now wish to draw attention. It is in the recollection of Government that

Charges of Corruption against Bhugwun Lall and others.

that the discontented party at Limree had an agent in Bombay, and it is within my knowledge that this was the principal cause of the long-continued discontent in Jhalowar, which on two occasions nearly led to actions which must have caused much bloodshed. The agents in Bombay, especially servants as sent on the present occasion, however slender their hopes, or however certain their failure, must for their own purposes invariably magnify the one or conceal the other; such a state of things acting on Joonaghur and Mangrol, both hot-beds of intrigue, while the two were but a short time since almost at open war, cannot but be expected to produce mischievous results.

11. If, therefore, Government can consistently with impartiality take any decided steps to discourage the agents in Bombay, it would, I think, have a good effect. I refuse to Nooroodeen any further inquiry into his accusations, while I extend to him in his affairs with Mangrol the same countenance as I should have done had he been as good a character as he was once supposed. There will be of course numerous complaints of the contrary, but I trust for my justification to the knowledge of Government, that many things occur in which, under any circumstances, interference would be impracticable, or at any rate unadvisable.

12. Hubeeb Khan's case is so far parallel to the above, that the engagements into which he entered with the Nuwaub have not yet been fulfilled; but as the inquiries were finished long since, and the arrangements determined, there is not ground for either such difficulty or such discontent; added to which, I do not think Hubeeb Khan so dangerous a man: and while there is between the parties in and out of power, at Joonaghur, as bitter animosity as exists between those of Mangrol, there is not so much passion; while, whatever may be the faults of the Nuwaub, he, contrasted with the Sheikh, exercises considerable control over all his subordinates.

13. I fear I may be thought obtrusive in thus stating my opinion to Government; but the excessive evil of extra work has been made so apparent by the late impediments to the common business of the country, that I hope the indulgent consideration of the Honourable the Governor in Council may be extended to me.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency,
Rajkote, 16 May 1845.

From Captain *H. Aston*, First Assistant Political Agent, to *A. Malet*, Esq., Political Agent in Kattewar.

Sir,

I HAVE the honour to inform you that it has been reported to me, that the Mehta Ruseeddas and Kubba Gande, two of the witnesses against Bhugwanlal and Goolabraee, in support of the late accusations of Nooroodeen and others, have passed through Gogeh on their way to Bombay, and that they were accompanied by Man Khan, the individual of infamous character, who, in September last, brought accusations against Bhugwanlal of taking presents from Nuthoo Khan, at Joonaghur, which investigation proved to be false.

2. They gave out that they were proceeding to Bombay to prosecute their accusations which had failed at Rajkote, and this accords with the remark made to me by a Parsee passing by yesterday, on his way from Rajkote to Surat, "that the accusing parties had given out at Rajkote that they were determined never to desist from their efforts to establish their accusations; but that they would send agents to Bombay, and employ a European barrister, and appeal even to the Court of Directors. That these parties had also been endeavouring to retain a wukeel of the Sudder Adawlut, named Dadabhaee Framjee, who was casually passing through, and who, of course, spoke of his great intimacy with high Government functionaries, and the influential Parsees at the Presidency; but he hesitated to meddle with a business promising to be profitable, because the effect his doing so might have on his interests and character elsewhere, seemed doubtful.

3. Man Khan returned to Rajkote during the late proceedings against Bhugwanlal; and, during these proceedings, Syud Ubdoolla also is known to have been in Rajkote; the man who was concerned in the notorious gold bribe some years ago, and also in the conspiracy last year at Joonaghur against Bhugwanlal and Goolabraee.

Charges of Corruption against Bhugwun Lall and others.

I have, &c.
(signed) *H. Aston,*
Assistant Political Agent.

12 May 1845.

(True copy.)
(signed) A. Malet, Political Agent.

Extract Bombay Political Consultation, 2 July 1845.

Government, No. 86 of 1845.—General, No. 338 of 1845.—Political Department.

No. 6225 A.

From the Political Agent in Kattewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to my letter, No. 83, of yesterday's date, I have the honour to inform you, that I have received a letter from Captain Aston, dated 14th instant, informing me that Man Khan has not proceeded to Bombay with Ruseeddas and Kuba Gandee, but has remained at Gogeh.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Kattewar Political Agency, Rajkote,
17 May 1845.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford.*

No. 6226.

1. THE complaints alluded to in this letter having been carefully and impartially investigated, I do not think the inquiry should be re-opened.

2. The agents deputed for this purpose, named Russeedass and Kuba Ganda, should not, therefore, be received, but be discountenanced.

3. No petitions should be received from them. They have had every opportunity afforded them to substantiate their charges, and have failed. They appear to be the agents of a corrupt intrigue.

On these grounds they should be refused admittance to the secretariate, and if they appear before me, I shall inform them I cannot attend to any further complaints on the subjects which have been investigated.

This appears to me to be the proper course, but I shall be glad to be favoured with Mr. Reid's opinion.

(signed) *Geo. Arthur.*
J. H. Crawford.

23 June 1845.

MINUTE by the Honourable Mr. *Reid,* without date.

I ENTIRELY concur.

(signed) *L. R. Reid.*

No. 3140 of 1845.—Political Department.

From *E. H. Townsend,* Esq., Secretary to the Government of Bombay, to *A. Malet,* Esq., Political Agent in Katteewar, Rajcote.

No. 6227.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 16th May last, No. 83, reporting that the three individuals named in the margin have been deputed to Bombay by Sheik Nowrooden and Hubbeeb Khan to prosecute their accusations against your

Ruseeddas, Kuba Gandee, and Man Khan.

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your native establishment, and suggesting that they be discountenanced by Government.

2. In reply, I am desired to inform you that as the complaints which these individuals, who appear to be the agents of a corrupt intrigue, have preferred against your native establishment, have been carefully and impartially investigated, and as every opportunity has been afforded them to substantiate their charges, in which they have failed, the Governor in Council considers that no advantage would result from having the inquiry re-opened.

3. The agents above-mentioned, who have been deputed to Bombay for this purpose, will not, therefore, be received by Government, and any petitions which they may present to Government will be returned to them, with an intimation that Government has resolved not to pay any attention to their representations on the subject of the above charges. Orders have also been issued for refusing admittance to these persons within the secretariate.

4. I am also desired to acknowledge the receipt of your letter, dated the 17th May last, No. 86, and to inform you that Captain Aston has been misinformed regarding Man Khan not having proceeded to Bombay, since this individual has been at the Presidency for some time past, and has personally presented several petitions to Government on the above subject.

I have, &c.
(signed) *E. H. Townsend,*
Secretary to Government.

Bombay Castle, 1 July 1845.

No. 3141 of 1845.

No. 6228.

RESOLUTION of Government in the Political Department.

Russeddas, Kuba Gandee, and Man Khan.

ORDERED, that copy of a letter from the Political Agent in Katteewar, dated the 16 May last, No. 83, with enclosure, reporting that the three individuals named in the margin have been deputed to Bombay by Shiek Nowroodeen, the late minister of the Manjoolee state, and Hubbeeb Khan, to prosecute certain accusations which they have preferred against his native establishment, together with an extract, paras. 1 to 4, from a Minute recorded thereon by the Honourable the Governor, dated the 23d ultimo, concurred in by the Honourable Board, be transferred to the Persian Department for the information and guidance of the secretary in that department.

(signed) *E. H. Townsend,*
Secretary to Government.

Bombay Castle, 1 July 1845.

Government, No. 79 of 1845.—General, No. 316 of 1845.

Political Department.

No. 6342.

From the Political Agent in Katteewar, to *J. P. Willoughby*, Esq.,
Chief Secretary to the Government of Bombay.

Sir,

I HAVE the honour to transmit a copy of a petition and its translation from Shekh Nooroodeen, in reply to a communication of mine, which you will find repeated in it.

2. It does not appear to me absolutely necessary to remark on any part of this; but it will perhaps save trouble if I notice those portions which are most important.

3. The first portion of the petition relating to the manner in which his representations were examined, and the assurance that if true, they were, it appeared, capable of proof, is, as far as it goes, substantially correct. He has omitted the important consideration, that the intimation to this effect was entirely on his *ex parte* statements.

4. His

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4. His English petition, that his urzee should not be read by a Nagur, was received, but fully knowing the contents, and having resolved on a full inquiry, there was no occasion to attend to it; the delay of three days during which I retained it myself arose from other business preventing the possibility of earlier inquiry; it was then read on Monday as usual by the native agent, and no mystery made, the inquiry commencing on Tuesday, and completed on Saturday. The second petition, relative to the time of the bullocks being given in on the 17th April, formed a separate case from the first.

5. Goolabraee came to Rajkote from Captain Aston's camp on the 18th April. The inquiry into the second petition against Bhugwan Lal, and other business, which the former week had thrown greatly in arrears, prevented my commencing it till 2d May; and other pressing work coming on, prevented its rapid completion. On the 5th May Nooroodeen stated that he was ill, and left the Agency as the case was coming on. On the 6th the Government letter, No. 2131, reached me, and Bhugwan Lal's suspension was removed. That night Ruseeddass left this for Bombay on the day Nooroodeen was sent for, but stated that illness prevented his coming; the 6th, 7th, and 8th the same; and on the 9th he came and stated that he could not further carry on his accusations, as the first had been disproved. I told him that they had been disproved in consequence of the discrepancies in his evidence, which would not happen in true accusations, and that if he could adduce good evidence, I should certainly convict upon it.

6. I did not publish the reasons of acquittal as directed by Government, as some of the cases had been just submitted to Government, and Goolabraee's case was in course of inquiry.

7. As to the chopras, I examined them sufficiently to convince myself that they were not forged. Bhugwan Lal's orders being issued as before his suspension is not the case, he was suspended from all business, not an order, or a note even written by him; he was allowed to come to the cutcherree and sit in his usual place, making up by himself information required by Captain Aston relative to the customs of the country, succession to estates, and their management since first subjected to our supervision. Certainly the carcoon who transacted business with me did, by my direction, get information and instruction from him on, I believe, three important subjects, of the details and previous occurrences of which he was necessarily ignorant.

8. I am at present engaged on Mudhar Sing's accusation against Goolabraee, but if it turns out, as it appears at present probable, I shall, after recording his replies to the accusation by Nooroodeen and Hubeeb Khan, send him to resume his duty with Captain Aston.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajcote,
10 May 1845.

Enclosure 1 to Government Letter, No. 79; dated 10 May 1845.

TRANSLATION of Petition from *Shekh Nooroodeen*; dated 10 May 1845.

My representation is, that on the 8th May a shera was written to show to Hubeeb Khan and me, as follows: The inquiry into the accusation of bribery against Goolabraee has been stopt in consequence of Nooroodeen's sickness, and in the meantime your witnesees, Gandee Kuba and Russeedas have left; did they go with your leave or not? and if so, what is the reason for their going? My reply is this, that on the assurance of the sirkar's zaheernama, I, at private interviews with you, told of the corruption of Bhugwan Lall and Goolabraee with the items and the proofs, and names of witnesses which you wrote down in English, and some days after that you desired me to inform Mr. Valiant of the whole; I therefore told it to him, and he wrote it down, as I had done to you. I told him that I was not acquainted with the Government rules, but that if any item can be proved against these people it should be published, otherwise not, having thus said Mr. Valiant told me that having consulted you he would reply; and two days after that he said, that the item concerning the bullocks could be proved, and that I should petition on that; relying on this I petitioned, and as I was told, so I framed my petition; the rest of the items, according to Mr. Valiant's suggestion, I suppressed. I am not acquainted with forms,

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forms, and whether these were properly suppressed or not. I do not know if it had not been for this, why should I have not stated all my true items of accusation. Thus, as above written, I have by your advice transacted this business, and I cannot perceive the reason of these items not having been considered proved, and you and Mr. Valiant said that these could be proved, how then can they now be disproved; on this I have my doubts. With my petition I send an English letter that my petition should not be read by any Nagur, and for this reason it remained unread for three days, and the order on it was in Bhugwan Lal's handwriting; so that he was informed of the contents, and in these three days you should consider whether backed by the power of his situation, he did or did not intimidate my witnesses. In the present order it is stated, that in consequence of Nooroodeen's illness, Goolabraee's business is stopt; but I have only been ill three days, and before that I had given in my petition with the names 1½ month, and daily brought the witnesses and waited at the Bungalow, but there was daily in taking their depositions; thus, therefore, the business has been improperly conducted.

It would have been proved against Bhugwan Lal that he took the bullocks as a bribe, but he forged a chopra to prove that he had purchased them. It is evident from these circumstances that this chopra was forged: 1st. That I was not in Rajkote at the time the entry was made, and he states that he gave the money before, but entered it on Falgoon wud 8th. This is not the custom in writing daily accounts; therefore it is certain, that this entry is false; 2d. The person through whom the korees were said to have been paid is dead, therefore this entry is false. If he paid the money to me why did he not take a receipt; because I was the karbarree of the Mangrole Durbar, and much business went through his hands, therefore it was necessary for him to take a receipt; without this receipt his accounts must be false. This chopra should have been shown to four respectable people to determine if it were true or false; and if their evidence has been taken, and the expenses and receipts examined, and examination made as to whether it was new or old ink, or the leaves changed, respectable people would have spoken as they had thought, and this item would before you have been proved or disproved; but there has not been a just inquiry, but the chopras he produced were considered true on his representation. This is not just; and if proper inquiry had been made, it would have been proved that this entry was forged, as previous to this inquiry his orders were issued to all, so during the progress of it he sat on his pillow in the kutcherree; and besides this, many of my witnesses concerning the bullocks have not been examined. Therefore, in consequence of just inquiry not having been made, I have sent to a friend to Bombay, Russeeddass, to make him acquainted with the whole for the information of the Governor in Council. Russeeddass is acquainted with several items, therefore I have sent him, so that when I have obtained from the principal Government, according to the custom of the Government, an answer that just inquiry shall be made, I shall be ready to carry it on. It is necessary that I should prove these bribes, therefore stop until I get a reply from Government that which concerns Goolabraee. This is my petition.

Obscure in the original.

(True translation.)

(signed) *A. Malet,*
Political Agent.

10 May 1845.

No. 6343.

MINUTE by the Honourable Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid.*

I THINK Mr. Malet's explanatory remarks on this petition are quite satisfactory, with this exception, that whilst Bugwan Lal was under suspension, he ought not to have been permitted to frequent the office, or to have been employed in any way by Captain Aston.

On this case generally, however, I beg to refer to my separate Minute on another petition from the same person, presented direct.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

23 June 1845.

No. 6344.

Government, No. 81 of 1845.—General, No. 331 of 1845.

Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to the Government of Bombay.

Sir,

I HAVE the honour, with reference to the last para. of my letter, No. 79 of the 10th instant, to transmit an English version of Goolabraee Ambashunkur's reply to Shaik Nooroodeen and Hubeeb Khan's accusations against him. I also enclose

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enclose copy of a letter from Captain Aston to my address, dated 12th April, the 7th and 8th paras. of which are in direct reply to the accusations, and the whole of which, as bearing on the characters and motives of the principal actors, and the matters of business to which allusions are made in this petition, is of importance.

2. The Honourable the Governor in Council will observe, that Goolabraee makes no secret of his transactions with Mangrol previous to his entering into Government employ, nor of his receiving payment for them, nor of his recovery of money due to him by the shaik.

3. As to the transaction with the shop of Nursing Pursad Mahadooraee, the impropriety of Goolabraee's connexion with the firm has been noticed before by Government, and the firm is dissolved; I do not consider that Government will, therefore, attach any criminalty to that transaction.

4. I have directed Goolabraee to return immediately to his duty under Captain Aston.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency,
Rajkote, 15 May 1845.

Enclosure No. 1, to Government Letter, No. 81, dated 15 May 1845.

PETITION from *Goolabraee Amba Shunkur*, 13 May 1845.

MY petition is that Shaik Nooroodeen made representation, under date Falgoon Wud 10, No. 2440, which was shown to me, and on the 12th May I was ordered to reply to it. My reply is is follows:—

1. He states, that in 1896, in Jooreea, a mulberry chain, worth 1,000 koorees, and ready cash 1,000 koorees, were given to me, and that when we returned to Rajkote 1,500 koorees were given to me; all the explanation of this I stated to Captain Aston in Gogeh. Thus it occurred, and the proof and receipt is with me; and a copy of it is submitted for your consideration.

2. He states, that in Porbunder in 1897, he gave a chunden har and daleea. I was at that time on the Gondul sequestration, and came suddenly to Porbundur, hardly having anything with me. At Buntlee my shawl was stolen with Bhugwan Lal's box, and the memorandum is with the sirkar, and the contents of the box were compensated for; if any thing else of mine had been stolen, why should I not have entered it?

3. He states, that in 1899, I came from Dwarka to Mangrol, and that 22 venetians, one neck chain of 12 gudees, and some cloth not particularised were given. Nooroodeen's son's marriage was taking place, and Nooroodeen sent Anta Hoosen to Madhapoor to invite me, and I went. What he says about the venetians and neck chain is false; I know nothing whatever of it; but Mahadooraee was a friend, and he gave as a marriage present 200 koorees, and, according to the Bhomeea's custom, Nooroodeen gave to the children pugree, shela (head-dress and waistband, not shawls), and to the servants turbans. Mahadooraee informed me of this; he is here, and you can inquire from him.

4. He states, that in 1900, a kuntha was given to me. This is altogether false; he had to answer for this to Hubeeb Khan, and therefore has made up the accusation.

In the same para. it is also stated, that he gave me wood for building. I have not even been building a house, nor did I send for any wood; and the house alluded to is not mine, but my brother Mahdooraee's; he was in the Durbar's service on Nooroodeen's account, and he had a promise of service from Nooroodeen; if he sent for wood, I cannot be concerned in it. I believe that Nooroodeen and he have money transactions, because last year in Assoo (October), he (Madooraee) wrote to me to give him (Nooroodeen) 150 rupees, and I paid it to him through Shunganee Dhurumsee Kheemjee's shop; and now he (my brother) states, that this is not repaid, but that it is in their account. I did not write to him; but if on the price of anything an advantage would be gained, I should have written, for this does not appear a matter of any consequence.

5. What he has stated concerning the price of Hubeeb's Khan's articles is false. I have replied to it in Hubeeb Khan's business.

6. He states, that sooparee two bags, of koorees 65, rice two bags, of koorees 25, and 12 koorees for cart hire were given. I know nothing of this; I was living on geernar; Mahdooraee may have sent for them, and if Nooroodeen did not get the money, he could show the merchant's accounts, and take it; this would be part of their affairs. The firm of Nursing Pursad Mahadooraee claims from him 1,000 or 1,200 koorees, and the above written 150 rupees are due. Mahadooraee says, that if he has not received the money, he may take credit in the accounts with the firm. This can be no bribery.

Charges of Corruption against Bhugwun Lall and others.

Pecuniary transactions may exist which the sircar can justly investigate; these persons, while they are in authority, in all ways persuade the talookdars and obtain money, and when they quarrel with them put it on others; how can this succeed? The sircar has entrusted me with business, on which account people constantly come and go; and when anything happens to them they put forth such accusation as this; how can this succeed? This is my petition.

1901, Wyshak Shood, 7.
(13 May 1845.)

To Ajum Raja Shree Goolabraee Ambashunkur writes Shaik Nooroodeen to wit: In 1893. The jemadars were removed from Mangrol, on which account for your services, &c. korees 1,000 hoondee (there is a difference of 6 ¼ per cent. between hoondee and rokra) you required on my engagement; and in 1895, on your account, I received a sum from Mehta Nareandas Keekanee, and the cloths which from Joorea I sent for through you, for these, &c. are your claims. I, at Jooreea, a mulberry chain of 1,250 and red bullocks, gave to you, and gave you koorees, these, &c. were my claims on you, for these you require a deed of acquittance; and I now write, that having examined our accounts the claims were balanced; you have no claim on me, nor have I on you; at this date there is nothing between us. Sumvut 1898, Falgoon Shood 1st, by the hand of Nehalchund Anundram, by the order of his master.

(True translation.)

(signed) *A. Malet*,
Political Agent.

Note.—Nehalchund Anundram states before me, on the 15th May 1845, that the original receipt, purporting to be passed to Goolabraee Ambashunkur by Shaik Nooroodeen on the 1st Falgoon Shood, 1898, is in his (Nehalchund's) handwriting; that he was at that time in Nooroodeen's service, and that Nooroodeen directed him to write it, and that it was executed in Goolabraee's house in Rajkoot, Nooroodeen and Goolabraee being present.

(signed) *A. Malet*,
Political Agent.

Enclosure No. 2, to Government Letter, No. 81, of 15 May 1845.

PETITION from *Goolabrae Ambashunkur*, dated 13 May 1845.

I REPRESENT that Hubeeb Khan has written a petition, dated Falgoon Wud 8th, recorded No. 2444, and a copy has been sent to me, and on the 12th May I was ordered to reply to it. He has stated that he gave to me a kura and a chain; and to obtain a favourable settlement 2,000 rupees were settled to be given; and after his business was ended, and he was not allowed to leave the town, that he had given to Shekjee three articles, and that on a quarrel concerning their value, he had sent to ask me, &c.

My reply in this: concerning the 2,000 rupees I know nothing whatever. As to what he says, that he was not allowed to leave Joonaghur, it is false, because Captain Aston gave him permission to go, and ordered that a sawar should be sent with him; but from the opposition of the Nuwab to the arrangement there was delay, and he of his own accord remained as you are aware. What he says about asking me the price is altogether false; what could I know of his ornaments? Shaik Nooroodeen and Hubeeb Khan used to come to my house, but never secretly, nor is there in my house room to be in private with Moosulmans. One day Hubeeb Khan was pressing Nooroodeen for the money, and said to me, do you determine it; at that time two or four men were at my house, I cannot exactly remember who, and I said at once, "This is a quarrel between near relations (uncle and nephew), I know nothing of it," and I went away shortly after to the river for this business. He has stated that some of his own people are witnesses, so that he has prepared it. I know nothing whatever of the gift of the chain or the bracelet; when he was sick I went to call on him as a respectable man; many people were there, and I was not there secretly, but just went in and stood; he spoke of his arrangements, and I said he had better make his petition to the sircar. So much passed.

When the ministry passed from him he had given a writing, and had to answer to the Nuwab, and to bias the Sahib. This business has been got up for his own benefit; for the rest, all this has been made up by him and Nooroodeen, and making their own domestics witnesses, they have made their petition; which if you inquire into you will be well aware of. This is my petition.

Wyshak Shood, 7.
(13 May 1845.)

(signed) *A. Malet*,
Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Enclosure No. 3, to Government Letter, No. 81, dated 15 May 1845.

From Captain *H. Aston*, First Assistant Political Agent in Katteewar, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 7th instant, No. 226, enclosing three petitions, containing accusations of bribery against Goolabraee, by Hubeeb Khan, Nooroodeen, and Mudhar Sing.

2. Two days previous to its receipt, Goolabraee had shown me a note from his brother from Rajkote, informing him that accusations had been preferred against him by these persons, but the particulars he did not know; from the Palitana Wukeel, who had just arrived in my camp, he had heard, however, that the accusations related to bribery, and that it was said that the rest of the Political Agent's native establishment favoured the proceeding; that Kheta Wara, the wukeel, was an active agent in the business, and that Doolabjee Bhooj was a chief leader and director. Doolubjee Bhooj, Goolabraee added, was last year suspected of being concerned in the conspiracy of Bulwuntraee, and others at Joonaghur, to accuse Bhugwanlal and Goolabraee, through Jubbur Leeladhur at Joonaghur, from his intercommunication with persons at Joonaghur at that time; and it had been before stated that he had murmured discontent against Bhugwanlal and Goolabree for fancied injury to his karbaree interests through them. Goolabraee protested his innocence, and expressed his only fear to be that the business might not be thoroughly sifted in order to elicit the truth.

You have long known my opinion of Hubeeb Khan, formed, during my long residence at Joonaghur, while engaged in investigations connected with, and endeavouring to settle disputes between the Nuwab and his ex-ministers; it coincides with that of the Nuwab, that there is no villany of which he is not capable. The character of Nooroodeen I had little opportunity of personally ascertaining, but he is the relation of Hubeeb Khan, the minister long supported by Hubeeb Khan in power at Mangrol, against the strong opposition of the powerful local party who desired to eject him, and who since Hubeeb Khan's dismissal from office has been ejected, and his self-confessed embezzlement of property to the value of 2,000 rupees dishonest gains, committed to his trust by his relation and friend and supporter, Hubeeb Khan, would appear to place him in a light little above his relation. Mudhar Sing is he, who for his private ends became an informer against his chief in the Rajkote infanticide case; and ever since, presuming upon the protection afforded him against the Thakoor's authority, has been most obstinate in resisting a just settlement of disputed rights, and which nothing but coercion could at length induce him to accede to. You must remember how many conferences and references passed relating to the settlement of his grass dispute; with what great caution, and with how many warnings, proceedings were gradually advanced, and how long Mudhar Sing held out, even after the rest of his bhyad had settled on the same terms that he refused; and how long he held the house in Rajkote, to which he had no right, after being warned to quit, in consequence of the site being required by the chief in extending the buildings of the Durbar. The letter from Captain Lang, which he went all the way to Sudra to procure, is, I presume, the note to your address, forwarded by you to me at Joonaghur; it contained no allusion whatever, that I could perceive, to any malpractices of the Political Agent's establishment. It was a mere recommendatory note, relating to his disputed rights, but his case had, after most mature deliberation, been decided on long before. Madhar Sing is a man of very weak intellect, and his accusations two years ago against an attachment Mehta, the relation of Bhugwandal, after his death, of embezzelment of property of the sequestrated estate, proved on minute investigation to be most frivolous and false, led at that time to the inference that he had been instigated to make the accusations by some other designing person. Comparative impunity then, and the unsuccess in his suit since, would prepare him still more for an instrument of accusation.

4. It is proper to mention to you, that Doolubjee Bhooj, who was lately dismissed from two situations from Gondul, was a candidate for the situation of native agent, when Bhugwan Lal was preferred; and Kheta Wona was Jubbur Zeeladhur's corrupt agent at Joonaghur last year, openly convicted, or rather taken in the act of theft, the property being concealed on his person, in the confusion attending the surrender of Jubbur Zeeladhur after the seizure of his dwelling-house. He also took bribes from Juhbur Zeeladhur, but he was generally believed to be the man who caused the obstinate resistance of Jubbur Zeeladhur, which caused so much trouble, and involved his employer in so great distresses.

5. I will now make some remarks on the petitions received; and first, on that from Hubbeeb Khan. Before you left Joonaghur, on the 25th February 1844, you gave the Nuwab one month for settling with Hubeeb Khan, on producing proofs against him, in default of which he was to be dismissed from Joonaghur, liable however for anything proved against him in the next 18 months. The Nuwab had been determined, as you are aware, to detain him at all events; his hatred and his conviction of his guilt was too deep-rooted to be by any means eradicated. On the 26th February you left Joonaghur. On the 20th March, I warned the Nuwab, in writing, of the approaching termination of the period allowed, seeing that he had as yet done nothing in the business. A settlement was

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soon after effected, and the Nuwab handed in the necessary document passed, but Hubeeb Khan not having handed in his dustawej, I inquired, in writing, on the 28th March, his reasons for not having done so. Upon this he handed his dustawej to me, but I returned it, directing him to send it through the regular channel, the Nuwab, and that if he had any objections, he could put them into writing in reply to my former demand of his reasons. On the 7th April, Unutjee was sent from Joonaghur to join your camp at Paletanna, and the detention of Hubeeb Khan henceforth depended wholly on his furnishing security for the fulfilment of the agreement, and for reappearing at Joonaghur when required to answer; and I repeatedly caused it to be intimated to him that he could leave whenever he would, on furnishing the security required; that he should after that be conducted away from Joonaghur whenever he wished. But his own personal convenience alone made him remain; in particular, he was unceasingly contending for rights or advantages, the securing the grasseas property that he had dishonestly caused him to write over to him, and the recovery of a large house, built in Koteeana, taken possession of by the Nuwab, were objects that he was pressing; and the excuse ever made for his not leaving was, that he had no house to go to; moreover, that he was engaged in settling the business of Daee Beebee and his sister, and his younger brother. In truth, as I heard from time to time, he was negotiating in Gondul and Bantwa, and perhaps elsewhere, for service and residence, and he closed with Bantwa about June, and gave 15,000 koorees cash to purchase certain advantages of service. Moreover, he complained that the Nuwab had threatened to turn him out of his Joonaghur house (that belonged to the Nuwab), and that he knew not where to go to. The settlement between Hubeeb Khan and the Nuwab in all its stages was referred to you, and whatever delays occurred in the Political Agent's department were those necessarily incident on references that required a considerable period to get answered. Hubeeb Khan was certainly not in want of money to bribe direct, if he wished, at Joonaghur, without doing it by the circuitous route of Mangrol, as is evident from his offer of 30,000 korees to Gondul for employment and privileges, and his actual payment of 15,000 korees to Bantwa; besides the large sums secured to be paid to the Nuwab in the settlement.

6. It is certainly possible that these ornaments, valued at 2,000 rupees, may have been given in bribes, as asserted by Nooroodeen, but considering the accusing party and the circumstances, no more assertions of these, or any others they bring forward, could well establish a probability of the fact: but it is certainly not at all improbable that, on being entrusted with the dishonest gains of Hubeeb Khan, should embezzle them and excuse himself for not returning them, by asserting that they were no longer in his possession, but had been given to the Political Agent's establishment. And Goolabraee states, that all the town know that they have long been disputing about the money, the value of the ornaments which Hubeeb Khan has been unable to get out of Nooroodeen; with respect to the other ornaments, said to have been kept by Nuthoo Jemadar, in his saddle-cloth at Rajkote, it certainly appears most extraordinary that after Nooroodeen had embezzeled 2,000 rupees worth of his ornaments, he should have committed 1,000 rupees worth more to the keeping of Nooroodeen's retainer.

7. With respect to Nooroodeen's petition, its commencement is remarkable, showing the spring of his accusations and cause. "That through the Joonaghur intrigues he had been turned out of office." He then adds the expression, Khuer! and proceeds with his accusations. With respect to bullocks given to Bhugwanlal at Pooreea, it is enough to say, that Bhugwanlal was at the time with me in Rajkote. With respect to the gold ornament, worth 1,000 korees, given at Jooreea in 1840, Goolabraee states that it is true that he received the ornament, but it is false that Sheengivee was present when he received it. It was given to him in consequence of his own demand to give him something in liquidation of what he owed him (Goolabraee at this time was not upon the Political Agent's establishment, but had just been entertained as an extra or acting mehta). The explanation is, that in 1836, when Goolabraee was not in Government employ, with the knowledge of Captain Lang who was there, he acted as a kind of vakeel or mediator between the parties at Mangrol, when the serious disturbance was threatened, and with great difficulty prevented; and effected a settlement between the people, who were in hostile array prepared for conflict; in reward for which he was to be paid 2,000 korees; 1,000 korees was paid at once by the public karbaree, Babajee, and Nooroodeen, their private karbaree, gave a promissory note (rooka) for the other 1,000 korees. Besides this sum of 1,000 korees, before going to Jooreea, Goolabraee advanced Nooroodeen some money, probably about 600 korees, and Goolabraee procured for him, while at Joorea, from Joonaghur some shawls and turbans. On account of these Nooroodeen gave the gold ornament. But some time after Goolabraee had been confirmed in the Government employ, he took an opportunity, when Nooroodeen was at Rajkote, to cause acquittances to be passed regarding all former dealings between them, and in these acquittances the above circumstances are alluded to, and also Goolabraee's purchase of two red bullocks from Nooroodeen at Rajkoot, after returning from Jooreea for, he thinks, 260 or 280 korees. Goolabraee had asked him to give these bullocks when he advanced the money to him, before he went to Jooreea.

8. With respect to the building materials which Nooroodeen says he paid for at Mangrol, value about 1,000 korees, Goolabraee's brother sent an agent last year to Mangrol, to buy such materials for a house then building by him in Joonaghur. It was an ordinary matter of business, adjusted or to be adjusted by his brother, 150 rupees, that Goolabraee knows

was

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was afterwards advanced to Nooroodeen; but Nooroodeen had an account with the shop of Nursing Pursad and Madhooraee, and to which he is still indebted in the sum of about 1,500 korees probably. Of course any excuse to evade payment of this would be desirable. And with respect to all the money and valuables said by Nooroodeen to have been given, it may be remarked generally, that his admitted object in bringing forward the matter, is to get credit allowed for them in the settlement of his accounts with the Chief of Mangrol, who has lately dismissed him from office. In other words, to gain so much money.

9. With respect to Madhar Sing's petition, it appears to me only confused and indefinite. It would appear that his accusation is principally against a vakeel, by whom, he would seem to say, he has been duped. The petition seems to bear internal evidence, from its peculiarity of expression, to have been written by some Deccanee; the original perhaps will enable you to trace the writer. Underjee, one of the persons through whom the 200 rupees is said to have been given to Goolabraee, has been dead for two years.

10. It is remarkable that the three petitions are all written within three or four days, being dated severally 31st March, 2d April, and 3d April.

11. Ere concluding, I crave your kind indulgence regarding this letter, which I have written in haste, and under great bodily weakness. The only object I have had in writing at such length is merely to attach your attention to the points embraced, in order that they may be in your view during the investigation. Of course I would not venture to write with any degree of confidence, that one with a salary so low compared with the temptations to which he may be surrounded, does not take presents from the people; but on looking back I cannot remember anything that can lead me to suspect that he has done anything from which I could now infer that he had been influenced unduly in any way by any party.

12. As Naka Mehta will probably be here this evening, I will cause my dufter to be transferred to him ere Goolabraee departs for Rajkote. He shall be despatched immediately Naka Mehta arrives; but the loss of his services at this time is particularly inconvenient, more especially with regard to the Gudra case, in which, besides the original chopras with the parties, there are between 400 or 500 Goozarattee documents, and I had arrived at that stage in the case in which the service of the mehta, who has been with me during the investigation, is especially required to aid me in references.

13. Below is a list of the persons mentioned as witnesses, with brief descriptions :—

Ruggunath. A needy mehta in Nooroodeen's employ, with a very small pay, probably 10 koorees a month.

Ata Hoosen. A foreigner, a Puthan, the confidential agent of Nooroodeen.

Gande Kubbur. A Baneean entertained by Hubeeb Khan, and placed by him in the Jamdar Kana, and dismissed thence when Hubeeb Khan was ejected from office.

Nuthoo Jemadar. In the employ of Nooroodeen, and ejected with him from office in Mangrol.

Shungwee Ladha. Nephew of Soondurjee Shungwee, who fled from Joonaghur when his notorious uncle was ejected, under whom he had been employed at Joonaghur.

Uhmud Khan. A kind of house slave of Nooroodeen's, against whom there was lately a complaint from Mangrol that he had run away with some of the chief's property; a low fellow.

Russeeddas. Is Nooroodeen's head mehta, on whom the Mangrol Bhaee has vowed vengeance, and lately placed his son under restraint.

Akoob Khan. An adventurer, a Puthan, lately said to have been in Bombay.

Underjee. Late karbarree of Jhaleea; has been dead two years.

Ghela Mehta. The wukeel of Dhurol.

I have, &c.
(signed) *H. Aston,*
First Assistant Political Agent.

12 April 1846.

(True copy.)
(signed) A. Malet, Political Agent.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid.*

No. 6345.

CAPTAIN ASTON'S letter throws considerable light on the conduct and motives of the accusers against the Political Agent's establishment, and the facts he mentions confirms the correctness of the conclusions we had arrived at, viz., that the accusations are false, originating with disappointed men discarded from office.

We have nothing to do with Goolabraee's pecuniary transactions before he entered the service of Government. We have already pointed out the incompatibility of a servant of Government having any pecuniary dealings in the province in which he is employed, Goolabraee has, in consequence, withdrawn from

from them, and it will be the duty of the Political Agent to take care that they are not directly or indirectly renewed.

The Political Agent will also feel the necessity of maintaining a vigilant watch over his establishment, for, it must be admitted that the scale on which they are paid is scarcely adequate with reference to the temptations with which they are surrounded.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

23 June 1845.

No. 3189 of 1845.—Political Department.

No. 6346.

From *E. H. Townsend,* Esq., Secretary to the Government of Bombay, to *A. Malet,* Esq., Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your two letters, dated the 10th and 15th May last, Nos. 79 and 81, regarding the accusations of bribery preferred by Sheikh Nooroodeen and others against Bhugwan Lal Mudunjee and Goolabraee Ambashunkur, of the Rajkote Agency.

2. In reply, I am desired to inform you, that the explanatory remarks contained in your letter No. 79, on the petition from Shekh Nooroodeen, are considered by the Honourable the Governor in Council to be quite satisfactory; with the exception that, whilst Bhugwanlal was under suspension, he ought not to have been permitted to frequent the Political Agent's office, or to have been in any way employed by your first assistant, Captain Aston.

3. Captain Aston's letter to your address, dated the 12th April last, throws considerable light on the conduct and motives of the accusers against your native establishment; and the facts mentioned by that officer confirm the correctness of the conclusions at which Government had previously arrived, namely that the accusations are false, and have originated with disappointed men discarded from office.

4. The Governor in Council has no concern with Goolabraee's pecuniary transactions previous to his having entered the service of Government. The sentiments of the Governor in Council have already been communicated to you in regard to the incompatibility of a servant of Government having any pecuniary dealings in the province in which he is employed; Goolabraee has in consequence withdrawn from them, and it will be your duty to take care that they are not directly or indirectly renewed.

5. The Governor in Council relies on your maintaining a vigilant watch over your establishment; since the circumstances reported in your several communications to Government connected with the charges of bribery against them, prove that they are exposed to great temptations.

I have, &c.
(signed) *E. H. Townsend,*
Secretary to Government.

Bombay Castle,
3 July 1845.

No. 6335.

PETITION from *Nooroodeen Kazumbaye,* late Minister of Mangrol, to Sir *G. Arthur,* Bart., Governor of Bombay.

Humbly showeth,

THAT your petitioner, being encouraged from the notification published by Mr. Malet that any complaints of bribery and corruption that would openly be made against his native establishment would be carefully investigated, stated to Mr. Malet several charges of bribery against the native agent Bhugwanlal. Mr. Malet took down in writing a statement, and desired your petitioner to state the same to Mr. Valiant, of the 1st Lancers; that gentleman also took a written statement from your petitioner, and on being asked if he felt satisfied that the charges were susceptible of proof, said that he would compare the statement given to him with the statement taken by Mr. Malet, and after consulting with that gentleman inform your petitioner if a complaint should openly

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openly be made. A short time after Mr. Valiant sent for your petitioner, and informed him that Mr. Malet was of opinion that the charges would be substantiated, and desired that a petition should be given in. Feeling assured from this that a proper investigation would be made, he gave in a Guzarattee petition, with a note in English requesting that the substance of the petition might not be made known to the party accused or to his relatives, and that the evidence of the witnesses mentioned in the Guzarattee petition should be taken immediately. This request was not attended to; the petition for three days was in the possession of the party accused, read by him to the Political Agent, and the reply to it also written by him; the witnesses were not examined till after one month. In this manner the proceedings were irregularly conducted, and it would be impossible to state the whole in this petition. Your petitioner, observing the irregularity, petitioned to Mr. Malet that, as he did not conduct the proceedings properly, he was not desirous of carrying on the investigation further by him, and had petitioned to the Honourable the Governor in Council that another gentleman might be appointed to investigate the charges; a translation of this petition has been sent to your honour. Your petitioner therefore humbly begs that as he possesses the means of substantiating not only the charges already preferred, but many others from sahookar's chopras, that your honour will be pleased to appoint another gentleman to conduct the investigation; and he feels quite confident that the charges now disproved will be found correct, and that many other charges will be proved against Bhugwanlal and Goolabraee.

In conclusion, your petitioner begs leave to state, that others who were prepared to prefer serious charges of bribery against the parties above-mentioned, seeing the unjust way in which the investigation was being carried on, desisted from their intention. For instance, the Choora Raupoor's vakeel stated to Mr. Valiant and produced evidence of a charge of extensive bribery, but is now afraid to come forward. Such being the state of things, your petitioner humbly begs to repeat his prayer that another gentleman be appointed to carry on the investigation, and that he has sent a person to Bombay to represent to your Honour in person what he has briefly stated here; and begs that, till he arrives, and makes known to your Honour the state of things, no definite decision may be come to.

Your petitioner as in duty bound will ever pray.

(signed) *Nooroodeen Hazumbaye,*
Late Minister of Mangrol.

Rajkote, 14 May 1845.

No. 6336.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid.*

PETITIONER'S request appears to me to be altogether inadmissible.

Mr. Malet has investigated all the charges adduced against his establishment with impartiality, and an anxious desire to elicit the truth, and has acquitted them on every charge.

Government has confirmed his proceedings, and I see no cause for further notice or inquiry.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

23 June 1845.

No. 6337.

No. 3185 of 1845.—Political Department.

From *E. H. Townsend,* Esq., Secretary to the Government of Bombay, to *Shekh Noordeen,* late Minister of Mangrol, Rajkote.

1. IN reply to your petition, dated the 14th May last, I am directed by the Honourable the Governor in Council to inform you that Mr. Malet, the Political Agent in Katteewar, has with impartiality investigated the several charges preferred by yourself and other parties against his native establishment, and has acquitted

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acquitted them on every charge. Mr. Malet's decisions have been confirmed by Government, and your request, therefore, for the appointment of another officer to re-investigate these charges cannot be complied with.

I have, &c.
Bombay Castle, (signed) *E. H. Townsend,*
3 July 1845. Secretary to Government.

No. 3186 of 1845.

Copy of the above letter to be sent by endorsement to the Political Agent in Katteewar for information.

Bombay Castle, (signed) *E. H. Townsend,*
3 July 1845. Secretary to Government.

No. 6557. Extract Bombay Political Consultation, 16 July 1845.

Shaik Noordeen, inhabitant of Mangrole, in a petition, dated the 18th April 1845, solicits that some other officer than Mr. Malet, the Political Agent in Katteewar, may be appointed to investigate certain charges of bribery advanced by him against Bhugwunlall, the native agent: Ordered, that the petitioner be informed, by endorsement, through the Persian Department, that the decision of Government, communicated to him from the Political Department on the 3d instant, is final.

Bombay Castle, 10 July 1845.

No. 3306 of 1845.—Political Department.

The petitioner should be informed, by endorsement through the Persian Department, that the decision of Government, communicated to him from the Political department on the 3d instant, is final.

By order of the Honourable the Governor in Council.

Bombay Castle, (signed) *E. H. Townsend,*
10 July 1845. Secretary to Government.

No. 6622. Mankhand Wullud Vulee Khan, in a petition, dated the 28th May 1845, represents the hardships under which he is labouring, and prays that certain landed property, situated in the province of Katteewar, may be restored to him: Ordered, that the petitioner be referred to the Political Agent in Kattewar, who has been furnished with the instructions of Government in regard to his case.

Bombay Castle, 12 July 1845.

No. 3334 of 1845.—Political Department.

The petitioner is referred to the Political Agent in Kattywar, who has been furnished with the instructions of Government in regard to his case.

By order, &c.
Bombay Castle, (signed) *E. H. Townsend,*
12 July 1845. Secretary to Government.

Charges of Corruption against Bhugwun Lall and others.

No. 6823.

Extract Bombay Political Consultation, 23 July 1845.

SUBSTANCE of a PETITION from *Shah Manchund Ummursing*, Inhabitant of Umrelee Purgunna, to the Honourable the Governor in Council, dated 8th, and received 17th June 1845.

SOME time back I represented to Government that the native agent in Katteewar and Goolabroy, the sherustedar of the Assistant Political Agent, had received bribes to the amount of lacs of rupees through Dullal Umrutlal and Unnutjee Umurchund, and I requested that a sheristedar might be appointed to read papers. When Government referred the petition to the Political Agent, he issued a proclamation, to the effect, that Government would listen to the complaints which might be made to him on the subject of bribes. As, however, no one could place confidence in Mr. Malet, the Political Agent, Shaik Noor Deen, karbharee at Mangrole, and Hubeeb Khan, karbharee at Joonagur, represented certain matters to him through Lieutenant Valiant. Afterwards Mr. Malet directed the complainants to make a complaint on four particular subjects. Accordingly they submitted a petition, and Mr. Malet suspended the native agent and the Assistant Political Agent's sherustedar from their offices. For four days we thought that a fair inquiry would be instituted. Afterwards Mr. Locke, of Sobhawriout, was deputed to examine the account books of the sahookar of Joonagur. This gentleman, having found entries of bribes, with the names of the parties to whom they were given, set about preparing a memorandum. In the meantime, Unnutjee, karbharee at Joonagur, reported to Mr. Malet that Mr. Locke was examining the account books of the sahookar's, and he, Mr. Malet, wrote to Mr. Locke not to examine any one's account books, but to return to Sobhawurut. Mr. Locke did so, transmitting to the Political Agent a memorandum regarding the account books which he had examined. When the charges were about to be established, the karbharees and Mr. Malet combined together; and the latter, having given some advice to the former, prolonged the proceedings. Afterwards, agreeably to the advice of the Political Agent, the karbharees suborned and brought forward certain evidence. Mr. Malet admitted the evidence, and the charges were not proved. Afterwards he wrote to Government, and restored the karbharees to their offices. Agents of Hubeeb Khan and Noor Deen have, therefore, gone to Bombay. As the karbharees and the Political Agent are combined together, I see no use in preferring any complaint here; owing to enmity, no one can get his case fairly settled. Many persons are being ruined. There are many judicial officers in the service of Government; and if a European officer be deputed to this zilla, with a karbharee not belonging to the Nagur caste, I will prove all the charges of bribery. If your Honour in Council cannot depend upon my statements, Gokba and Mehta Russeekdass, agents of Noor Deen and Hubeeb Khan, who have gone to Bombay, will, if called upon, furnish every information regarding me. I do not appear before the Political Agent, because he writes to the chief to whose jurisdiction a complaint belongs, and gets him (the chief) to banish the complainant from his country.

(signed) *W. Escombe,*
Secretary to Government.

Government Resolutions, Political Department, No. 3431, of 1845.

COPY of a LETTER from the Secretary to Government in the Persian Department, to *Shah Manchund Ummersing*, Inhabitant of Umrelee.

WITH reference to your petition, dated the 8th ultimo, I am directed to inform you that Mr. Malet, the Political Agent in Katteewar, has with impartiality investigated the several charges preferred by you and other parties against that officer's native establishment, and has acquitted them on every charge.

I am further directed to inform you, that Mr. Malet's decisions have been confirmed by Government, and that your request for the appointment of another officer, to re-investigate these charges, cannot therefore be complied with.

(signed) *W. Escombe,*
Secretary to Government.

21 July 1845.

Charges of Corruption against Bhugwun Lall and others.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid*.

No. 6824. A SIMILAR reply should be returned to this person to that given on the 3d instant; to Shekh Moordeen, late minister of Mangrole, on the same subject.

(signed) *G. Arthur.*
J. H. Crawford.
11 July 1845. *L. R. Reid.*

No. 3431 of 1845.

No. 6825. RESOLUTION of Government in the Political Department.

WITH reference to the translation from Shah Manchund Ummersing, inhabitant of Umeelee, dated the 8th ultimo: Resolved, that the petitioner be informed through the Persian Department, that Mr. Malet, the Political Agent in Kattywar, has, with impartiality, investigated the several charges preferred by petititioner and other parties against that officer's native establishment, and has acquitted them on every charge.

Resolved further, that the petitioner be informed that Mr. Malet's decisions have been confirmed by Government, and that his request for the appointment of another officer to re-investigate these charges cannot, therefore, be complied with.

(signed) *E. H. Townsend,*
Bombay Castle, 21 July 1845. Secretary to Government.

No. 3432 of 1845.

COPY of the above to be sent by endorsement to the Political Agent in Kattywar for his information.

No. 6904. EXTRACT Bombay Political Consultation, 30 July 1845.

SHEIK MEYA NOORDEEN, of Mangrole, in a petition through his Metta Russeedass Callianjee, dated the 12th July 1845, solicits redress from Government on account of the oppression exercised towards him by certain individuals at Mangrole. Ordered, that the petition be returned, with an intimation that as it is not signed by the party in whose behalf it is addressed, it cannot be received by Government.

Bombay Castle, 24 July 1845.

No. 3477 of 1845.—Political Department.

THIS petition is returned, with an intimation, as it is not signed by the party in whose behalf it is addressed, it cannot be received by Government.

By order of the Honourable the Governor in Council,

(signed) *E. H. Townsend,*
Bombay Castle, 24 July 1845. Secretary to Government.

No. 6905. HUBBIB KHAN, late kharbarry at Joonaghur, in a petition through his Metta Gandy Cubba Woothan, dated the 12th July 1845, solicits the interference of Government in causing his release from imprisonment at Joonaghur: Ordered, that the petition be returned, with an intimation that, as it is not signed by the party in whose behalf it is addressed, it cannot be received by Government.

Bombay Castle, 24 July 1845.

Charges of Corruption against Bhugwun Lall and others.

No. 3478 of 1845.—Political Department.

THIS petition is returned, with an intimation that, as it is not signed by the party in whose behalf it is addressed, it cannot be received by Government.

By order of the Honourable the Governor in Council,

(signed) *E. H. Townsend*,
Secretary to Government.

Bombay Castle, 24 July 1845.

Extract Bombay Political Consultation, 30th July 1845.

Government, No 114 of 1845.—General, No. 495 of 1845.

Political Department.

No. 7137.

From the Political Agent in Katteewar to *E. H. Townsend*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter No. 3189.

2. With reference to the concluding part of the 2d para., I perceive that the expressions in my letter No. 79 have led to a supposition that Captain Aston employed Bhugwan Lal while he was under suspension. This was not the case; the error was entirely my own. Captain Aston's name was introduced merely to show the entire separateness of the business which I allowed him to perform from his usual duties. Captain Aston did not even know that he was performing the work alluded to.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
10 July 1845.

No. 7138.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid*.

THIS explanation removes the blame from Captain Aston to Mr. Malet, who ought not to have committed the error. This may be recorded.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

24 July 1845.

Extract Bombay Political Consultation, 13 August 1845.

No. 7451.

To Sir *George Arthur*, Bart., Governor and President in Council, Bombay.

The Humble PETITION of *Madar Sing*, of Trumbah, Prant Katteewar.

Humbly showeth,

THAT on the assurance of the Razeenama from the Political Agent, that a proper investigation would be made on charges of bribery preferred against the native establishment of this agency, your petitioner complained to the Political Agent that Bhugwunlal and Goolabraee had taken from him an agreement through their relation, Anunjee Kutchee, for 5,000 korees. In this agreement no name was inserted; and that Goola Braee had received a bribe from him of one silver tora and 200 rupees cash, through Anunjee Kutchee. The investigation of these charges was very improperly conducted, and it would be irksome to state particulars to Government. Your petitioner, seeing the improper way the proceedings were conducted, petitioned to Mr. Malet in Guzerattee, pointing out the irregularities, and requesting that the investigation might be stopt till he petitioned the Government. This petition was destroyed, and the pieces sent to

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to him. A translation of the petition, with the pieces of the original, your petitioner begs herein to enclose for your honour's information, from which your honour will be satisfied that a proper investigation had not been carried on. Your petitioner possessing sufficient proof to substantiate the charges, he will in consequence leave this day for Bombay, personally to lay the whole before your honour; and has only to beg that a proper and public investigation of the charges may be directed, for which your petitioner, as in duty bound, shall ever pray, &c.

(signed) *Madar Sing*,
Grassiah of Trumbah.

16 May 1845.

TRANSLATION of a PETITION from *Madar Sing*, Grassiah of Trombah, &c., to *A. Malet*, Esq., Political Agent, Katteewar; dated St. 1901, Whysak Sood.

MY petition is this: That the Karbarees of your Hoozoor Bhugwanlal and Goolabraee took from me as a bribe a written agreement, through a third person, of 5,000 korees, in which no name is inserted; and Goolabraee took a silver tora of 105½ tolas, and 200 rupees cash, through a third person. This I informed the sirkar on the assurance of your notification. My reasons for bringing to the notice of the sirkar these bribes were, that the receivers of them might be punished, and the practice of receiving bribes stopped; but on observing your improper way of conducting the investigation, I lost all hopes of success. The investigation, instead of being conducted publicly, was being conducted in a private manner. If you consider that a private investigation would be advantageous, it appears to me quite profitless, as the witnesses ought, on my complaints being sent in, been examined unawares to Bhugwanlal; but this was not done, and before the investigation was completed, you requested me to state that my complaints were false. This was not proper, but my complaints are true and proveable; and if you will properly investigate them, I am ready to establish them. I briefly state the improper way in which the proceedings were conducted.

1. My petition complaining of the bribes, and in which I mentioned the names of my witnesses, was given in 1½ month ago, during which time Bugwan Laul and Goolabraee were under suspension, and the investigation was neither carried on nor the witnesses examined; but on the day on Bhugwanlal's restoration the investigation commenced. Such delay, after giving in the names of witnesses, is not proper; and that the investigation should commence on the restoration of Bhugwanlal tended only to intimidate my witnesses.

2. In the investigation, whatever statement Bhugwanlal gave in, and what my witnesses stated, was not done before me. It was not proper to investigate the case in the presence of the party accused, and not in the presence of the complainant. The Government rule is, that the party accused of bribery should be suspended during the investigation. If he had been suspended and present at the inquiry it would be different; but this was not the case. The investigation in this business was improperly carried on.

3. For instance, the petition complaining of the bribes was written by Jeewa Bhooj; in which was written that the agreement for 5,000 korees would be proved by the person who wrote it, that it was written for Bhugwanlal as a bribe. This agreement was also written by Jeewa Bhooj. How, then, could he deny it, when both were written in his own hand-writing? And that you may be satisfied of the truth of it, this petition is also written by Jeewa Bhooj; should he have denied it in the presence of Bhughwunlal, his writing the former petition, the agreement, and the present petition are proofs that he had written the agreement for Bhugwanlal. Anunjee Kutchee is Bugwunlal's relation and caste fellow, in whose presence the whole business was transacted; he may now deny it to save Bhugwunlal, but from the evidence of the other witnesses already, and those not yet examined, the matter would be proved. But from the unjust way the investigation was carried on, I am not willing to produce them; but the greatest proof is your own sheras. Your first shera stated that I would not receive my huk; and, after I had given the agreement of the bribes to Bhugwunlall and Goolabraee, your second shera stated, that I would

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would receive my huk, how is this; in my second petition for my huk I did not state anything more or less than I had stated in my first; from this it appears evident, that it was the doings of the Karbarres. My request is, therefore, that you will stop the investigation of my complaint till I petition the Government, and till another gentleman or yourself be directed to make an open investigation when this order comes from the Government. I am fully prepared to substantiate my charges.

No. 3268 of 1846.—Political Department.

The Political Agent in Kattewar is requested to report whether there is any truth in the statement made by the petitioner, that a representation which he made to the Political Agent was destroyed, and the pieces sent to him.

By order, &c.
(signed) *E. H. Townsend*,
Secretary to Government.

Bombay Castle, 8 July 1846.

Government, No. 117 of 1845.—General, No. 508 of 1845.

Political Department.

No. 7452.

From the Political Agent in Kattewar to *E. H. Townsend*, Esq., Secretary to Government, Bombay.

Sir,

I have the honour to acknowledge the receipt of your order, No. 3268, July 8th, enclosing petition from Mudar Sing Jarijah, of Tramba, and requiring me to report whether a representation he made to the Political Agent was destroyed, and the pieces sent to him.

2. Jarijah Mudar Sing made a petition to me, which was torn up by my order, and so returned to him.

3. Mudar Sing requested me to put off the examination into his accusation, but having the witnesses present, I did not consider it necessary, and therefore carried it on and completed it. After this, he sent in his petition for delay, which, as I had before decided on and had finished the case, I tore up and returned.

4. I may here state, that it is my custom to return all petitions on the common business of the country, which are not written according to the rules laid down for the guidance of the vakeels in framing them; and all petitions, after final orders are given, unless their contents merit attention, are destroyed and returned.

I have, &c.
signed) *A. Malet*,
Political Agent.

Katteewar Political Agency,
Rajkote, 18 July 1845.

P. S.—The order and enclosures are returned, copies being kept for record.

(signed) *A. Malet*,
Political Agent.

No. 7453.

Minute by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid*.

Mr. Malet should, I am of opinion, be informed that Government disapproves of the system which he states he is in the habit of adopting, of destroying and returning to petitioners, representations which they may present to him, after a decision has been once passed in their cases. This system is improper, and should be discontinued.

2. It

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2. It is quite sufficient in any case in which a further petition is presented, after a final decision has been passed, simply to return the petition, with an intimation by endorsement, that the decision already passed is final. This plan is adopted in the Secretariate, and should be followed by the Political Agent in Katteewar.

(signed) *G. Arthur.*
9 August 1845. *J. H. Crawford.*
L. R. Reid.

No. 3767 of 1845.—Political Department.

No. 7454.

From *E. H. Townsend*, Esq., Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent at Kattewar.

Sir,

I am directed to acknowledge the receipt of your letter dated the 18th ultimo, No. 117, reporting the mode in which petitions received in your office are disposed of.

2. In reply, I am desired to inform you, that the Honourable the Governor in Council disapproves of the system which you state you are in the habit of adopting, of destroying and returning to petitioners, representations which they may present to you, after a decision has been once passed in their cases.

3. I am desired to inform you, that it is quite sufficient in any case in which a further petition is presented, after a final decision has been passed, simply to return the petition, with an intimation by endorsement, that the decision already passed is final. This plan is adopted in the Secretariate and other Government offices, and the Governor in Council requests that you will be pleased to follow this course in future.

I have, &c.
(signed) *E. H. Townsend*,
Bombay Castle, 8 August 1845. Secretary to Government.

Extract Bombay Political Consultation, 3 September 1845.

No. 8247.

Gandee Cubba Wootumchund on behalf of Hubbib Khan, late kharbarry at Joonaghur, in two petitions, dated the 12th and 29th July 1845, states that his master has been imprisoned by the Joonaghur authorities, and solicits the interference of Government in obtaining his release. Ordered, that the above petitions be again returned, with an intimation that Government has resolved not to receive any representations upon this subject from the individual by whom these petitions purport to be addressed.

Bombay Castle, 3 September 1845.

No. 4212 of 1845.—Political Department.

These petitions are again returned, with an intimation that Government has resolved not to receive any representations upon this subject from the individual by whom these petitions purport to be addressed.

By order, &c.
(signed) *E. H. Townsend*,
Bombay Castle, 3 September 1845. Secretary to Government.

No. 8248.

Russeedass Kulhanjee in behalf of Shaik Meya Noordeen, of Mangrole, in two petitions, dated the 12th and 29th July 1845, states that his master has been imprisoned by the Mangrole authorities, and solicits the interference of Government in obtaining his release. Ordered, that the above petitions be again returned, with an intimation that Government has resolved not to receive any representations upon this subject from the individual by whom these petitions purport to be addressed.

Bombay Castle, 3 September 1845.

Charges of Corruption against Bhugwun Lall and others.

No. 4213.—Political Department.

THESE petitions are again returned, with an intimation that Government has resolved not to receive any representations upon this subject from the individual by whom these petitions purport to be addressed.

By order, &c.
(signed) *E. H. Townsend*,
Secretary to Government.

Bombay Castle, 3 September 1845.

Extract Bombay Political Consultation, 10 September 1845.

Government, No. 138 of 1845.—General, No. 579. No. 8508.

Political Department.

From the Political Agent in Katteewar to *E. H. Townsend*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to the second paragraph of Captain Aston's letter of the 12th May, transmitted in my letter, No. 83, of the 16th May, in which it is stated that persons proceeding to Bombay were endeavouring to engage a Parsee vakeel named Dadabhye Framjee for the furtherance of their accusations against the native establishment of the Katteewar Agency, I have the honour to transmit, in original, a letter from him disclaiming any concern in it.

2. A perusal of the letter will show that I could not well transmit a copy, and as he appears to think his disclaimer of consequence, it would not be just to him to withhold it.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
22 August 1845.

Arthur Malet, Esq., Political and Resident, Katteewar.

Bombay, 13 August 1845.

Respected Sir,

WITH humble submission I beg most respectfully crave leave to address you this lines, hoping that it will meet your justiceful consideration, and excuse the liberty I have taken to lose your valuable time. The infinite favours you have bestowed on me while my short stay at Rajkote, and the unlimited kindness with which I met due honours, for which I have to express my apologies in neglecting to thank you, but I have been particularly indebted for.

The impression that has just noticed in my mind in the present occasion to trouble you with this—in fact, it would otherwise cause a strongest foundation, since I am not in the slightest way concerned to,—the fact to which I now beg to allude, that some person having made misrepresentations to my liabilities in connexion with the case of Bhugwunlall, which are conducted under the management of Noorodin, whereto I have not a least interference to enlighten your Honour, I must here observe to the truth of my assertion; I affirm upon oath, which is in the belief of God, and I hope you will be assured to without leaving a spot to any annoyance.

I regret I should have idea to a measure to attempt describing others who are actually employed in this tradition, and I cannot here avoid observing the circumstance with a view to remove such misrepresentations on my part which might have naturally placed, *i. e.* Kubay, one of the suspended Musulman, with the injunction of Narroba, a writer, are the leading parties in this co-operation; and in some instances I have observed them and others consulting with the aid of Juggennath Sunkersett, whom I have little doubt you may have been rightly informed of, if a suggestion should have been founded upon. These are the persons in principality.

I would flatter myself to say that I should be so averse in the expectation or of any derivation from this malicious, though base a business, although so far from these concerns, and having experienced the practice of the Government regulations, which would leave me a ground to hope that I should attempt against the responsibility of any politics, beside which it would be increditable in oppressing these lawless acts even to access upon. To deal

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with these persons, I am aware it would certainly prove fatal than they might otherwise would be.

I have, and would be for ever, to your merciful favours with which I have had the honour, and in expectation to meet your compassionate kindness and favours as hitherto done upon me.

I remain, &c.
(signed) *Dadabhye Framjee Vakeel.*

No. 8509.

Minute by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford* and the Honourable Mr. *Reid*.

This letter does not seem to require notice, and may be recorded.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

5 September 1845.

No. 8616.

Extract Bombay Political Consultation, 17 September 1845.

Hubib Khan, late kharbarry at Joonaghur, in a petition through his metta, Gandy Cubba Wootham, dated the 16th August 1845, solicits the interference of Government in causing his release from imprisonment at Joonaghur. Ordered, that the petition be returned, with an intimation that Government has resolved not to receive any representations upon this subject from the individual from whom this petition purports to proceed.

Bombay Castle, 17 September 1845.

No. 4416 of 1845.—Political Department.

This petition is returned with an intimation that Government has resolved not to receive any representations upon this subject from the individual from whom this petition purports to proceed.

By order, &c.
(signed) *E. H. Townsend,*
Secretary to Government.

Bombay Castle, 17 September 1845.

(True extract.)
(signed) A. Malet, Offg. Chief Secretary.

No. 9439.

Extract Bombay Political Consultation, 29 October 1845.

From Mr. *Henry Foster*, Head Accountant, Kattywar Political Agency, to *C. J. Erskine*, Esq., Private Secretary to the Honourable the Governor, Bombay.

Sir,

In transmitting the enclosed statement to your address, I beg respectfully to solicit you will have the goodness to submit it to his Excellency the Honourable the Governor at your earliest convenience.

2. Most urgently entreating that the same will be received and treated as a special case, and in the humble hope that it may meet with His Excellency's most indulgent consideration and support,

I beg, &c.
(signed) *Henry Foster,*
Head Accountant, Kattewar Pol. Agency.

Rajcote,
1 October 1845.

Charges of Corruption against Bhugwun Lali and others.

To the Honourable Sir *George Arthur*, Bart., K. C. H., Governor of Bombay, &c. &c. &c.

Your Excellency,

IT is with considerable pain and reluctance that I feel compelled to address your Excellency on the present occasion, relative to a complaint against my superior, Mr. Malet, the Political Agent in Katteewar; but as I had for some time past been subjected to very unusual treatment at his hands, and on several occasions written to by him in a tone which I consider to be quite overbearing and unauthorised, having, during the whole course of my public career, extending to a period of nearly 21 years, never been accustomed to such language, I feel myself much aggrieved and quite disheartened for business, and therefore find I have no other alternative but respectfully to appeal to your Honour against such conduct, in the humble but earnest hope that the circumstances herein set forth may be impartially considered, and redress afforded me.

2. Before entering into the subject-matter of my complaint, I beg very respectfully to precede it by a short notice of my services in this Agency. On the 1st February 1841, at the recommendation of Mr. Blane, then Political Agent in Katteewar, I was appointed to the situation of head clerk to this Agency, on 150 rupees per mensem. In August following I had, in addition to this, been allowed by Captain Jacob, then first assistant in charge, 30 rupees as superintendent of attachments; and, in July 1842, a further increase by the same officer of 20 rupees as superintendent of Mohsuls, by which my salary was made up to 200 rupees. In February 1843, on the situation of head accountant to this Agency being vacant, I was promoted to it, on the fixed salary of 200 rupees, and as a consideration, I believe, for conducting the higher and more responsible duties of the office and also as a sense of my services, was permitted to retain the allowance of my additional appointments, by which my salary was made up to 250 sicca rupees. I am induced at this time to mention these particulars, in the hope that they may lead your Excellency to form an opinion favourable as well of my attainments as of my conduct and character.

3. I beg now very respectfully to submit the following statement, and as it has reference to events of some distant dates, to crave indulgence for intruding on your Excellency's time with the following lengthened detail. In February 1844, certain vouchers were received from the Audit-office for counter signature. These vouchers were not for any actual payments from the Rajkote treasury, but were sent by the general paymaster and military paymaster, N. D. A., merely for adjustment in the agency books, for payments made by them on account of this Agency. I therefore considered Mr. Malet's counter signature was not necessary to such vouheers; and it is well known that, in taking up my duties of head accountant, and bringing up the arrears, there was not a single individual in the office who could tell me of the usual course of business. My inexperience therefore led to the omission, though I beg it may be borne in mind, that as the whole of the vouchers are invariably submitted with the monthly cash account for signature, Mr. Malet might have himself countersigned them without any reference to me. But without any explanation being called from me regarding the omission of his counter signature to the vouchers, I received the note (No. 1) from Mr. Malet, who was then out on his tour at Joonaghur, threatening me with dismissal should a similar irregularity occur. When it is seen by Mr. Malet's own note, calling on me to "point out the disbursements in the Daily-book," that he laboured under an error in supposing that the vouchers were for payments made from his treasury, which alone need be inserted in the Daily-book, instead that the vouchers were for payments made by other departments on account of this Agency, which, as a matter of course, are necessarily omitted in the Daily-book; and conscious also of never having given the smallest cause for displeasure in the performance of my duties, I beg leave very respectfully to submit to your Excellency how far such language was deserved; and, even if deserved, how hurtful such treatment must have been naturally felt by me, to see that a note from the Political Agent, threatening me with dismissal, should be sent to me opened, through a junior clerk of the department. After offering Mr. Malet an explanation regarding the nature of the vouchers, and the cause, as above stated, of the omission of his counter signature to them, I was led to solicit from

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from him the favour of effecting my transfer to some other public office, even on a reduced salary, preferring to undergo a pecuniary sacrifice rather than risk the pain and disgrace of dismissal; for in a department of accounts, I am humbly of opinion that it is a matter of difficulty to be too careful. Mr. Malet told me, in reply, that it was not in his power to effect my transfer, and that I could not leave before a successor was found in my place. I would here respectfully observe, whether the inconsiderate manner I had been treated was not enough to drive, however reluctant, any subordinate who felt any respect for his position at once to relinquish his appointment; and indeed, were it not for the kind advice of a gentleman now here, I would at the time have imprudently tendered my resignation, and quietly sought employment elsewhere. Mr. Malet returned to Rajkote on the 13th June following. I waited on him the following day, with my subordinates, to pay my respects. In the midst of my discouragements, and these were not a few, I had the satisfaction to learn that he was quite satisfied with my exertions during his absence for a little more than seven months, and I should think it could not otherwise have been the case, having had all the accounts despatched from Rajkote to Bombay and elsewhere within the prescribed dates, though, in the first instance, I had to send them out for Mr. Malet's signature to his camp, which for some time halted at the distant stages of Palitana and Bhownuggur.

4. Some time in August 1844 I was sent for by Mr. Malet, and questioned as to whether I was acquainted with a man by the name of "Man Khan"; I said, as far as I can now recollect, that I saw such a man only the previous morning, while I was out in my ride along the east face of the Rajkote River, where in the hearing of the Camp Chowdry, a Parsee named "Sorabjee," and in the presence of thousands who came to the river either for water or to bathe themselves, and without ever being spoken to by me, he said, "Sir, the Saheb (meaning Mr. Malet), has sent a horseman to Joonaghur for the chopras, with which I could be able to substantiate my accusations against Bhugwan Lal, the native agent; this is true, but it is no less true, that long before this was done, Bhugwan Lal despatched two cossids post haste to his friend and relative, Unutjee Umurchund, the minister of Joonaghur, to conceal them, and that under this circumstance, I make quite certain the chopras will not be coming;" begging me at the same time to speak on the subject to Mr. Malet. I observed to him, that if such was the case, his best plan would be to go to Mr. Malet and report the matter himself. Upon this he followed me as I was going from him, and stated that he finds it a matter of difficulty to approach the Agency bungalow, as the peons were on the alert about him, much less therefore of seeing Mr. Malet; that he had consequently been to several gentlemen (mentioning names), to use their influence on his behalf, but that all had desired him to petition, stating that the sirkar would listen, and urged again that I should intercede on his behalf. Upon this, I reiterated what I had already told the man, and after telling him that I was sorry it was not in my power to help him, I rode off, leaving the man, after speaking to him for about seven or ten minutes furthest, in almost the same spot he met me.* Mr. Malet, after hearing all this, observed to me that Captain Aston had mentioned the matter to him, but not as a complaint. I would here beg very respectfully to submit to your Excellency, whether it was correct in Mr. Malet to question me at all on such a circumstance, if it was not preferred as a complaint against me; but it has always been my impression, from the manner I had been spoken to, that it was done either with a view to bring about a complaint against me, if possible, or that it may have the effect of intimidating me even in listening in future to representations of a like nature. The man was seen speaking to me in one of the most public places, and I had not the smallest cause for previously knowing what Mr. Malet's opinion of him was; and I consider it hard, therefore, that a matter so trivial in itself should be received by Captain Aston as a fit subject to notice, he being the Political Agent, and moreover, that I should be questioned

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* Being unable, under these circumstances, to substantiate his accusations against Bhugwan Lal, the man "Mankhan" was put in irons, and thrown into gaol; and he was kept there long after the receipt of the Government letter, 11 October 1844, No. 3115, directing that he should not be made over to the Nuwab of Joonaghur; but the circumstance of his being detained in gaol fettered, was not reported.

questioned by Mr. Malet regarding it; and I beg leave here most respectfully to observe, that unless undue encouragement was given, neither the native agent nor the karkoon attached to Captain Aston, would have presumed to represent such a frivolous circumstance to my superiors, doubtless with the view, as it affected their characters, of prejudicing me in their opinion. I am induced to mention this circumstance, as it more particularly marks the date from which I had been subjected to a series of discouragements in my public duties. Although Mr. Malet, on assuming charge of the Agency, while with Captain Jacob in the office, enjoined me to make no difference in the way of business, still he has been pleased to allow my duties to be much trenched on by the native agent. References connected with the department of accounts, which had been hitherto sent for explanation direct to the head accountant, and thus giving him every opportunity as the head of the accounts, of keeping himself thoroughly acquainted with them in every department of the Agency, are now made through the native agent, to the native accountant and treasurer. Leave, either for holidays or on account of sickness, which was hitherto applied for the native accountant and Treasury establishment by the head accountant, as being under his immediate control, since the constitution of the Agency in A. D. 1820, up to Captain Jacob's departure in January 1843, are now sought for through the native agent, without any intimation ever being given me that leave is granted to them, though their duties are still with me, and mine entirely with them; and I beg leave here most respectfully to observe, that unless I can be sure of their regular attendance, and have some control over them as regards their attendance, it is hard that I should be held responsible, as I am, for the correct preparation and regular transmission of the accounts. I had on more than two occasions, and so late as a week back, explained this to Mr. Malet, but no notice was taken. Instructions regarding the sale of unserviceable dead stock, &c., which in the first instance, were hitherto given to the head accountant, as being the officer who conducts, and still conducts the Agency sales, so far as the accounts are concerned, and by him communicated to subordinates, are now in the first place given to the native agent, by him communicated to subordinates, and by them to me. In these and various other respects have the duties of the native agent been increased in importance, though not in labour, since Mr. Malet's appointment to the Agency, at the expense and detriment of mine, without any cause, or any reason whatever that I am aware of.

5. I now come to the more immediate subject of my complaint; but as it is entirely connected with my duties in the Mahsulee, from which I had been lately* removed, to respectfully solicit that I may be permitted to enter into some explanation regarding them. The duty of furnishing mahsuls was formerly entrusted to a jemadar, not on the fixed establishment of the Agency. From some irregularities that were found to exist, the system was remodelled on the 1st May 1840, and the following establishment was formed:—

	Rs.
1 English writer - - - - - - - - -	25
1 karkoon - - - - - - - - - -	25
2 jemadars, each 10 rupees - - - - - -	20
2 sepahees, each 5 rupees - - - - - -	10
TOTAL - - -	80

Each foot mohsul receives 4 annas daily, or 7½ rupees monthly. Of this amount, 1 rupee is paid monthly by each mohsul, whose chits remain in force for full one month and upwards. From the payments so made, the above establishment is paid. On the 11th June 1841, Captain Jacob, then in charge of the Agency, framed a set of rules for the management of the Mohsulee. In April 1842, Captain Jacob, then Acting Political Agent, finding that no English or any other regular account existed to show the state of the funds, desired me, in conjunction with one of the Gaekwar mujmoodars, "Kuleeanraee Gowreera," since appointed to the situation of treasurer to the Agency, to examine and report upon the funds. With the aid of a set of books which I had opened for check, I was able to

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* 16 Sept. last.

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to report to Captain Jacob in July 1842, that the actual collections from the 1st May 1840 to the 30th April 1842 were - - - - *Rs.* 3,647 8 –

Of this amount, on account of pay of establishment, &c., was expended - - - - - - -	1,769	13	6
Leaving a balance in favour of the fund of - -	*Rs.* 1,877	10	6

Of this balance, *Rs.* 1,174. 2. 6. were in the treasury, and *Rs.* 703. 8. remained to be recovered. I have reasons to know that at this time it was Captain Jacob's full intention, so soon as he was able to form an opinion that the funds could provide for a permanent establishment, to bring the same in the public accounts, and report on the subject to Government. In August 1842, Captain Jacob made a revision of his rules, and the following establishment was formed:—

	Rs.
1 superintendent (additional) - - - - - - -	20
2 mymoodars (additional), each 15 rupees - - -	30
2 karkoons, each 20 rupees - - - - - - -	40
2 jemedars, each 10 rupees - - - - - - -	20
TOTAL - - -	110

These additional salaries were paid half-yearly, dependent on the state of the funds, and after settlement of the half-yearly accounts.

I was at this time appointed to the situation of superintendent of Mohsulee. The balance, *Rs.* 1,877. 10. 6., on the 30th April 1842, met a gradual increase, and on the 30th September 1845, the balance in favour of the fund was Sicca *Rs.* 5,676. 11. 6.

6. Since March 1845, the salaries of the establishments, formerly paid in siccas, were, agreeably to the orders of Government letter in the Finance Department, No. 260, dated 13th March last, paid in Company's rupees. By this my monthly receipt of 230 sicca rupees (200 rupees as head accountant and 30 rupees as superintendent of attachments) was, minus exchange, reduced in amount to Company's rupees 214. 8. The native agent's salary of 300 sicca rupees had, in a like manner, been reduced to Company's rupees 279. 8.; but the loss by exchange of sicca rupees 20. 8. sustained by him, in common with all the other members of the establishment, has been made up to him since the 1st July last by an allowance of 20 rupees from the Mohsulee, and half a rupee as an increase to his salary, recommended by Mr. Malet in his letter to Government, No. 137, dated 21st August last, para. 8, by which his former salary of 300 sicca rupees is now made up to 300 Company's rupees. A vacancy of 20 rupees occurred on the 27th June last by the death of Chemen Rao, one of the karkoons on the Mohsulee establishment. This man, the nephew of the native accountant, was employed in the kutcheree in the department of accounts. He left a brother and other relatives, who, as candidates for employment, assisted and continue to assist in the same department; but, instead of the vacant situation being conferred on one of these parties, it was given to "Bhuwanee Ambashunker," the brother of Goolabraee Ambashunker, the head karkoon of the first assistant. The Mohsulee fund not being brought on the public accounts, the increase of 20 rupees to the native agent, Bhugwan Lal, and the sum of 20 rupees to the brother of Captain Aston's head karkoon, Goolabraee, have been accorded without the Government sanction. The increase was allowed to Bhugwan Lal, from the 1st July, under the denomination of "native superintendent," and my designation of superintendent was, from the same date, altered to that of "English superintendent." As the rules by this change have met with no alteration, and Bhugwan Lal's duties as native superintendent have not as yet been defined, I conceive it is because there are no duties for him to do; else, I strongly believe, that such an appointment would have been made by Captain Jacob in August 1842, at the time he revised the rules; and that, therefore, as a sinecure appointment, I am led to concur in the general impression that the increase was accorded to him merely to make up for loss of exchange.

7. Considering

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7. Considering that these increases were made just as the inquiry into the accusations against Bhugwan Lal and Goolabraee had terminated, I beg most respectfully to submit to your Honour whether this was a fit time for any mark of favour being shown these parties, in exclusion to all others of the office and kutcheree establishments whose characters were free from blame, and not a shadow of guilt attached to them. I cannot say it, but it is generally believed to be the case, that these concessions were also made to show the country that they still retained the confidence and support of their employers. It, however, soon served to discourage me; for having nothing left for him to do in the Mohsulee, Bhugwan Lal, no sooner he was appointed as the native superintendent of Mohsulee, than he endeavoured to find faults with entries in the English Mohsul register conducted by me. I was put to the task, on three different occasions, to answer his misrepresentations; and having, I believe, satisfied Mr. Malet that the fault, if any, was not with me, but laid entirely with the kutcheree, over whom since Bhugwan Lall's appointment to the Mohsulee I had no control, I respectfully but strongly remonstrated against Bhugwan Lal, either as native agent or as native superintendent of Mohsulee, interfering with sipahees attached to the English office, or with any other part of my duties, as it was contrary to the practice of the agency. Mr. Malet upon this directed that I should be referred to regarding such sipahees as were attached to the English office, and Bhugwan Lal regarding those who were attached to the kutcherees and elsewhere; though I consider it proper I should state, that previous to Bhugwan Lal's nomination to the Mohsulee, I was, as sole superintendent, responsible for the entire supervision of the registry, and in no instance, since my appointment in July 1842, was my conduct questioned, or any fault whatever found with me. Notwithstanding Mr. Malet's instructions, Bhugwan would still interfere with me, and I consider it sufficiently clear from Mr. Malet's note (No. 2), directing me always to enter my names from his kutcheree, and that if they are new to insert opposite them, "By Mr. Malet's order, through the kutcheree," or more plainly speaking, through the native agent; but Bhugwan Lal wished, as the head of the kutcheree, to have, as before,* the Mohsulee entirely in his own hands; and I beg leave very respectfully to refer to Captain Jacob, whether, in conferring on me the appointment of superintendent, it was not his particular object to preclude the native agent from having so much to do on it. As, however, Mr. Malet's orders to me in July 1844 were strict, that no Bramin, Nagur, Banian, Looana, or any other of the unmilitary classes, should be registered for a chit without special orders from him, and aware that a Bramin named Mya Shunker, whose name was given me by the kutcheree for entry, was at the time, and for many years previously, the domestic priest of a karkoon on the establishment, I wished to have reported on the case, but certainly not without first entering his name on the rolster, as directed; but before I could send in the rolster along with the other office daily report books, to show that I had acted up to orders, and had entered the name of Mya Shunker, I received a second note (No. 3). As called for by Mr. Malet, I returned my explanation (No. 4); on the same note Mr. Malet endorsed an order as follows: "Enter his name as I directed, and act up in future as I ordered you in my note of Saturday; there is no cause for your feeling aggrieved." This order was delivered to the native agent, and sent to me the following day along with a Mohsul chit, with a request from him that the name of a Sumnut Runmul which I had already entered should be erased, and that of the Bramin Mya Shunker be inserted instead. From Mr. Malet's notes (Nos. 2 and 3) it will be seen that no mention whatever is made regarding the alteration required by the native agent in the Mohsul chit, but simply that I was to enter (*i. e.*, in the rolster) any new name given me by the kutcheree; but Mya Shunker's was not a new name, only that he formed one of the rejected classes, and I therefore knew this to be a shift of the native agent merely to annoy me to the utmost extent, to tempt me to commit myself in some manner, if possible, because he knows full well that I am pretty well acquainted with his delinquencies, and that, however much he was protected for the present, his enormities would

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* Prior to my appointment as superintendent, in July 1842, no roster nor any English account of the funds existed; and the patronage of Mohsulee employment was in the hands of the native agent.

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would one day, either sooner or later, be brought by me to public notice; and feeling also the degradation I was subjected to at the hands of such a man, a degradation which I believe stands without a precedent in any other public department, of being compelled, as the head or senior of the English office, to receive my orders from the political agent "through the kutcheree," or, as before observed, through the native agent, and conscious also that Mr. Malet's harsh conduct towards me has chiefly emanated from the undue influence possessed with him by the native agent, and Mr. Malet's gross partiality towards him, I in a moment of great excitement and distress of mind penned the accompanying note (No. 5). Mr. Malet gave me half an hour's time to beg permission to withdraw it. I did so, expressing sorrow that my note should displease him, and adding that I had, as I believed, only stated how much my feelings were irritated by his harsh bearing towards me. Mr. Malet upon this returned my note now forwarded, and sent out an order recorded in the office order book, removing me from my appointment in the Mohsulee, and conferring it on my junior, the head clerk, although I have still the keeping of the private deposit book wherein the Mohsulee collections are entered, and by which alone the accounts of the fund can be correctly checked. I beg therefore very respectfully to solicit that your Excellency will, under the above circumstances, take an indulgent view of my case; and, after an impartial inquiry, be kindly pleased to restore me to my office of superintendent in the Mohsulee.

8. Having stated above, that it is chiefly from the undue influence possessed by the native agent, and that gentleman's gross partiality towards him, that I have been for some time past subjected to very unusual treatment at his hands, I consider myself bound to state the circumstances under which I am induced to make these assertions; I beg, therefore, with the utmost deferrence to remind your Excellency of the fact, that the character of Bhugwan Lal, the native agent, prior to being placed on his trial on the 12th April last, was repeatedly impugned with acts of bribery and corruption. After the investigation which had been made regarding these charges, it would, I consider, be improper in me to make any allusion to them; but from what I had personally observed, I beg very respectfully to notice, that had the native agent been actually suspended, *i. e.* if he were relieved from all duties, and restricted from attending the kutcheree, but only at the bungalow, and then only during the course of his trial, instead of being allowed as he was, not only to attend at the kutcheree, and occupy his usual seat on gadee,* but also do business of some kind, and have access to the bungalow, even during holidays, as well in the absence of his accusers, and when no other karkoon attended business, I make no doubt that a number of other accusations, besides those gone into, would, as stated in Mr. Malet's letter No. 56, dated 12th April, para. 13, have been preferred and substantiated on the clearest evidence, before an impartial tribunal. I beg to enclose a statement, No. 6, of some of these charges; and in so doing, I beg that your Excellency will not suppose that I gave the smallest encouragement to complaints; on the contrary, recollecting that I had been previously spoken to by Mr. Malet, I listened with caution, and invariably advised the parties to petition. But I would here beg to notice the fact, that believing as they did that the door of justice was shut against them, they have, I am aware, appealed to several officers in camp, and among them to me, supposing that, from my position in the agency, it was not unlikely that, like my predecessors, I had it in my power to mention their grievances to the Political Agent; but I regret to state that this was not the case.

9. I beg leave further to observe, that by Government circular, dated 9th January 1836, the employment of Christian clerks on the Sabbath is prohibited, except only on emergent occasions. During my employment in the agency, since the last five years nearly, I know of no instance that any of the clerks was required to work on the Sabbath, except on three or more occasions, during the recent trials of Bhugwan Lal and Goolabraee. What public emergency there was for this, your Honour can best decide; and I beg also very respectfully

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* The native term, gadee, signifies on throne. The seat of the native agent, like those used by native durbars, is a bed about one foot thick and 3½ feet square, elegantly covered, and with a large and high pillow for the back, which also is handsomely covered; and his seat is commonly called a gadee.

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respectfully to submit to your Excellency; whether by the Government order, No. 2131, dated 29th April last, declaring the acquittal of Bhugwan Lal, and directing if nothing else be proved against him that he be immediately released from suspension, it was at all intended, in case of no fresh accusations coming forward against him, that he should be restored to his duties, even before the trial of Goolabraee commenced. I humbly beg it may be recollected that the charges against Goolabraee were preferred at the same time as were those against Bhugwan Lal; and although Goolabraee arrived from Captain Aston's camp on the 18th April, and accusers with their witnesses were present, and almost in daily attendance at the bungalow, his trial had not been entered into until a week after the receipt on the 6th May of the Government letter No. 2131, dated 29th April above alluded to, on which date the native agent was restored to his duties. From the 13th para. of Mr. Malet's letter No. 56, dated 12th April 1845, I do not believe that Government could have at all supposed, in being apprised of Bhugwan Lal's suspension, that it was only of a nominal nature, and because it was of this kind, it may, I think, be justly assumed, that it prevented parties from coming forward with fresh accusations; and this circumstance, together with Bhugwan Lall's early restoration to his appointment, and consequently to power, has also had the effect of Goolabraee's accusers at once abandoning the prosecution. Goolabraee's trial commenced, and was decided on the 13th May; and, as above observed, a week after Bhugwan Lal's restoration to his appointment, although he arrived at Rajkote for trial on the 18th of the preceding month. Such, your Excellency, were the principles on which the trial of Goolabraee were conducted; and that they should be faithfully and yet unreservedly made known to your Honour is, I believe, all that is required from me, to show reasons for my assertions that the influence possessed by Bhugwan Lal with the Political Agent was undue, and hence also Mr. Malet's gross partiality towards him.

10. I beg further to bring to your Excellency's notice, that Lieutenant Valiant, of the 1st Light Cavalry (Lancers), whose name is mentioned in the 4th para. of Mr. Malet's letter No. 56, dated 12th April, is now at Bombay, and I solicit at this time most respectfully to suggest that that officer be called upon for his opinion regarding the charges preferred by Hubeeb Khan and Nooroodeen, and also to state whether separate charges of a like nature by other parties have not been pressed on his attention. In the same manner I would also beg to refer to Lieutenant Arthur, of the 1st Lancers, now at Bombay; and as Lieutenant Valiant was for two years nearly connected with this agency, as acting superintendent of his Highness the Gaekwar's contingent in Kattee-war, and has had opportunities also to judge of Hubeeb Khan and Nooroodeen, I respectfully beg that he be called upon to speak as to their character and respectability. In alluding to these points, enough I think has been placed on record by those able and zealous officers, Mr. Blane and Captain Jacob, to speak in their favour; and yet Mr. Malet, in his letter to his first assistant Captain Aston, No. 223, dated 5th April 1845, after transmitting petitions accusing Goolabraee of receiving bribes, and requesting that he may take copies of them, and that he be sent to Rajkote, remarks, "From the character of the accusers, I have every hope that his (Goolabraee's) absence from his duty will be but temporary." Thus your Excellency will be aware that Mr. Malet entertained a bias against these men, even prior to entering upon an investigation into their accusations. With such a feeling, therefore, what prospect, I beg most submissively to observe, is there to expect justice?

11. Again, Lieutenant Loch, superintendent of the contingent in Kattewar, was deputed by Mr. Malet to Joonaghur, as per his letter No. 232, dated 10th April 1845, to procure copies of accounts of a banker named Luvea Velas. Lieutenant Loch, with his letter dated 12th April, forwarded extracts from the accounts; and Mr. Malet in his reply, No. 247, dated 17th April, acknowledges their receipt, and states that, the information sent by Lieutenant Loch is precisely what he required. The extracts from the banker's accounts, forwarded by Lieutenant Loch, were, I believe, called for by Hubeeb Khan, and are said to possess the clearest evidence to convict either the native agent or Goolabraee, or both, of receiving at one time 1,000 korees, and at another time 3,000 korees, as bribes; and yet no inquiry was made into these accusations, neither has the circumstance of Lieutenant Loch proceeding on this duty to Joonaghur been alluded to in any of Mr. Malet's reports, nor any mention made to Government of

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of these extracts from the banker's account. It likewise appears remarkable why Mr. Malet's letter, No. 232, dated 10th April, to Lieutenant Loch, and that officer's reply of the 12th April, have not as yet been placed on office record. A blank space of about a side and a half is, however, left for the entry in the Letter Book of No. 232, dated 12th April 1845; the letters of subsequent dates, up to No. 669 of the 26th September 1845, have all been regularly entered. The extracts from the banker's accounts are authenticated by Lieutenant Loch, and are in the handwriting of his karkoon: these have never been filed in the native duftur, the same being, it is supposed, secured with other papers in a bundle, which the native agent takes great care to take home daily with him. Lieutenant Loch has applied for leave to proceed to Bombay; it is likely he will be there before long, and I beg leave therefore most respectfully to solicit that this just and upright officer may be called upon for his statement regarding these copies of accounts sent by him to Mr. Malet, and also of any complaints preferred to him affecting the character of the native agent and other members of the establishment. I am aware that Lieutenant Loch replied to a petition on this subject forwarded from Joonaghur, while that gentleman was at Rajcote some time last year, and the correspondence is now on his duftur.

12. Aware of all these circumstances, and that Bhugwan Lal, prior to obtaining service in this agency, never served in any other public department, and that he was himself employed as a sipahee in the Mohsulee for some time, I consider it hard, however much Mr. Malet was disposed to favour and protect him, that, as the first uncovenanted servant in Katteewar, I should be compelled to submit to such a man in any way, either directly or indirectly, and more particularly as my duties are so entirely unconnected with his. I feel, at the same time, sensible that, as a subordinate, it is my first duty to yield the most implicit obedience to my superiors; but having, as I had before explained already, acted up to Mr. Malet's orders, I beg with great submission to appeal to your Excellency whether such language as that subsequently employed by him in his reply to my explanation, No. 4, was at all becoming towards me as a subordinate, holding a respectable and responsible situation; and under a sense that it is the wish of Government that their uncovenanted servants should be treated with every mark of consideration and respect, I feel encouraged to hope that such language will not be tolerated; and while I entreat an indulgent consideration to my case, I crave it as an act of favour, and with a desire that your Excellency may be made acquainted with the actual state of affairs in this quarter, that a committee, under such instructions as your Excellency may deem proper to issue, may be ordered to assemble at Rajkote, composed of the following officers, namely:—Lieutenant-colonel Stalker, commanding at Rajcote; Major Daon, commanding First Grenadiers, Rajkote; Lieutenant L. M. Valiant (Lancers) at present on leave to Bombay, for the purpose of inquiring into and reporting upon my statement, as well, also, on the extracts from the banker's accounts alluded to in the preceding para. And further, that they be empowered to have free access to the agency records; and, moreover, that the Political Agent be instructed to place Bhugwan Lal and Goolabraee under strict suspension for at least a month, or pending the result of the Court's proceedings, and until your Excellency's further pleasure be known. I feel, too, sure that, under these circumstances, the people will have confidence and come boldly forward; and as I am aware that I incur a serious responsibility in sueing these measures, I beg, with great deference, to state that I am willing, in default of substantiating my statement to a satisfactory degree, to stand the just penalty of being deprived of my appointment, and the disgrace of my dismissal.

13. Most respectfully, but earnestly entreating that my prayer to the extent above stated will be kindly acceded to, and in the full confidence that I shall be found to have rendered an acceptable service to the Government,

I beg, &c.
(signed) *Henry Foster*,
Head Account^t Katteewar Pol^l Agency.

Rajkote, 1 October 1845.

P. S.—The statement (No. 6) alluded to in the 8th para., is under preparation, and will be submitted to your Excellency two days at furthest, and humbly solicit that your Excellency's decision be deferred till its receipt.

Charges of Corruption against Bhugwun Lall and others.

No. 1.

Mr. Foster,

You will see, by the Civil Auditor's letter, to the neglect which has occurred in your department from the 1st February to the 30th April 1843. You have now had plenty of time to make yourself fully acquainted with the duties of accountant, and I hope that such will not again occur; you will find that all payments on account of chiefs from their deposits must be supported by the original petition requesting them. All payments to Government of this description must be pointed out in the cash account, and those to Mohsul vakeels, &c. Many have their receipts with them.

The irregularity of the payments and drafts without my signature, or that of an assistant in charge, is excessive; if it is ever repeated, it will be a reason for your dismissal. Point out the disbursements in the daily book, which you will send with them when returned for my signature.

(signed) *A. Malet.*

Let there be no delay in replying to this remit; it must leave this by the 16th of February.

(signed) *A. Malet.*

No. 2.

Mr. Foster,

You will always enter any names that you get from my kutcheree, and if they were new, put opposite them " By Mr. Malet's order, through the kutcheree;" if it has not been so ordered, I shall see it in the report and notice it.

(signed) *A. Malet.*

No. 3.

Mr. Foster,

I wrote an order in the Mohsul Book, that you were to enter the names given you from the kutcheree by my order, noting the same opposite them in the book for my information; and I am now told that Mahsukur's name is refused by you. How is this? Enter it; and give me your reason for your refusal.

(signed) *A. Malet.*

No. 4.

From *A. Foster* to Mr. *Malet*, Esq.

Sir,

The Mujmadar told me, that it was the native agent's order that the name of the Bramin should be inserted; I therefore declined inserting it, and moreover, as he was one of the rejected class.

I inserted the name before receiving your note, though I beg very respectfully to state that I feel aggrieved having, as the head of the department in the English office, to receive my orders through the native department.

Yours, &c.
15 September 1845. (signed) *H. Foster.*

Mr. Foster,

Enter this name as I directed, and act in future as I ordered in my note of Saturday. There is no cause for your feeling aggrieved.

(signed) *A. Malet.*

No. 5.

From Mr. *Foster.*

Sir,

I consider the tone of your reply to my explanation of yesterday quite arbitrary and unauthoritative; and I beg therefore, in sending the accompanying Mohsul chit, most respectfully to state my willingness to stand the consequences, whatever they may be, rather than yield submission to such over-bearing language. I have feelings as well as the best; and I don't suppose that, as a public servant holding a respectable situation, and subject to the most courteous consideration from the Government itself, that I shall be suffered to be treated in this manner. The sneer evinced in your reply regarding my feelings, would I consider be undignified in a Government, towards the most humble of its subjects, much less in any one of its servants towards a respectable subordinate.

Yours, &c.
16 September 1845. (signed) *H. Foster.*

Charges of Corruption against Bhugwun Lall and others.

To *C. J. Erskine*, Esqr. Private Secretary to the Honourable the Governor, Bombay.

Sir,

WITH reference to my letter of the 1st instant, I beg very respectfully to solicit you will have the goodness to submit the accompanying statement to his Excellency the Honourable the Governor, and to remain, &c.

(signed) *Henry Foster*,
Head Accountt Katteewar Poll Agency.

Rajkote, 4 October 1845.

To the Honourable Sir *G. Arthur*, Bart., K. C. H., Governor of Bombay, &c. &c. &c.

Your Excellency,

IN enclosing the statement (No. 6) alluded to in para. 8 of my address to your Excellency of the 1st instant, I beg very respectfully to solicit, in case of its being found inconvenient to the public service to nominate military officers, while in regimental employ, to civil duties, that Captain Lang, Political Agent in the Myhee Caunta, who for some years was connected with this agency as first assistant, and subsequently as Acting Political Agent, may, in conjunction with Lieutenant Loch, superintendent of his Highness the Guikwar's contingent in Katteewar, be instructed to form a committee to inquire into my statement, and report thereon.

2. From Captain Lang's experience, and that officer's familiar acquaintance with the affairs of this country, together with his knowledge of the long-established practices of this agency, as well as the character and habits of the people, I have reason to expect every justice at his hands; though I am aware that the native agent, Bhugwan Lal's, approved services under Captain Lang, have, in some measure, been instrumental in obtaining for him his present appointment, as may be seen by Mr. Blane's letter to Government, No. 114, dated 28th March 1840.

3. I beg permission at this time to correct an error which I believe to have made in the 11th para. of my statement. If that I have stated, as I fear I did, that the extracts from the banker's accounts, forwarded by Lieutenant Loch, "are said to possess the clearest evidence to convict either the native agent or Goolabraee, or both, of receiving at one time 1,000 korees, and at another, 3,000 korees, as bribes," I respectfully solicit that the latter sum be corrected to 2,000 korees; the total amount of both sums being 3,000 korees led to the mistake.

4. Soliciting pardon for this intrusion on your Excellency's valuable time,

I beg, &c.
(signed) *Henry Foster*,
Head Accountt Katteewar Poll Agency.

Rajkote, 4 October 1845.

No. 6.

STATEMENT of Cases alluded to in Para. 8th of my Address to His Excellency The Honourable the Governor.

Case I.—CHOORA.

ON the death, some time in September or October 1843, of Jhalor Raeesingjee, chief of Choora, the right to the succession and administration of the estate was disputed between his mother, "Bujeeba," and his elder widow, "Jetteeba." Jetteeba has two sons; the name of the elder is "Bechursingjee." With a view to espouse her cause, Jetteeba, the widow, deputed Munorba, one of her bhayad, and her karbarees, Manukchund Paruk and Atmaram Bramin, to Rajkote, with a sum of 14,000 sicca rupees to be given to the native agent, Bhugwan Lal. This amount, it is said, was delivered to him some time at night by the party, Munorba, Manuckchund Paruk, and Atmaram, from Choora. After the receipt of the amount of 14,000 sicca rupees by Bhugwan Lal, a petition was addressed to the Political Agent by Jetteeba, in the name of her son, Bechur Singjee. The order in answer to this petition was to the effect, that Jetteeba was to assume the government of the talooka for her elder son, Bechur Singjee, during his nonage; and that Bajeeba, the chief's mother,

Charges of Corruption against Bhugwun Lall and others.

mother, was to receive an annual provision from the estate. Shortly after this decision was passed, a Bramin, named "Khanjee Turwadee," was despatched by the chief's mother to Joonaghur, while Mr. Malet encamped there between December 1843 and January 1844, with golden ornaments and jewellery, together with cash, the whole valued to the extent of 20,000 sicca rupees, to Anutjee Ununchund, a confident of the native agent, for the purpose of being given as a bribe to Bhugwan Lal to favour her cause. This was received, it is said, by Bhugwan Lal, at Joonaghur, and divided between himself, Goolabraee Captain Aston's head karkoon, who was then at Joonaghur, and Anutjee Amerchund. Subsequent to this division of the jewellery, &c., between these parties, a petition from Bajeeba was presented, whereupon the order previously passed on the petition from Jetteeba on behalf of her son was reversed, and the right to the administration of the talooka was declared in favour of Bajeeba during her life-time; a provision for Jetteeba and her two sons having to be made at the same time. Jetteeba, the widow, who at first sent the 14,000 rupees to Bhugwan Lal, upon this added 8,000 rupees, making up the amount to 22,000 rupees; this amount of 8,000 rupees was brought by Munorba to Latee, while Mr. Malet's kutcheree was there between March and April 1844, and was, it is said, given to Bhugwan Lal. Jetteeba then again petitioned; the native agent upon this managed to get an order passed, to the effect that the direction of affairs should be conducted jointly by Bajeeba and Jetteeba. Some differences having shortly after this occurred between the mother and widow of the late chief, the estate was sequestered, and it remains from that time to this under attachment (koornuk)*; *i. e.*, the revenues are to be paid to a sakorkar, and a mehta, paid by the durbar, attached, to assist in preventing disputes between the mother and widow of the chief.

Note.—The several orders above alluded to may be had from the kutcheree dufter, if Bhugwan Lal be suspended in the first instance, and on examination of the Choora chopras the sums stated will be found inserted in them; and facts regarding the money received by Bhugwan Lal, elicited from Munooba Manukchund, Atmaram Bramin, and Nurberam Mehta, vakeel of Choora, should their evidences be strictly taken.

Case II.—NUWANUGGUR.

MOTEE MEHTA, for many years minister of Nuwanuggur, received two villages, "Wudala and Doorsheea," in perpetuity for services performed. Since his death about seven years back, they were uninterruptedly enjoyed by his family. In A. D. 1843, his Highness the Jam of Nuwannugur, on learning that these villages were much improved, and that they yielded a profitable revenue, had, at the instigation of his minister, Chutur Bhoj, placed them both under attachment. Upon this, Jareja Gujajee, the Jam's brother, who as a witness to the perpetual grant of these villages to Motee Lal, addressed Mr. Malet, soliciting his interference, so that his Highness may be desired to remove the attachment, and restore them to Motee Mehta's family. This application was, it is said, complied with, and an order sent to the Jam accordingly. With a view to revoke this decision of the Political Agent, a sum of 82,000 korees† was sent from Nuwanuggur, both in cash and hoondees, to Chutur Bhoj, who was at this time at Rajkote, by his nephew Nanadroog, employed in the Nuggur durbar, to be given as a bribe to Bhugwan Lal, for the purpose of effecting the restoration to the Jam of the two villages held by Motee Mehta's family. The 82,000 korees, it is said, were received by Bhugwan Lal, and the amount divided between himself, Goolabraee, and Anutjee Amerchund, the Rajkote Karburee, and now also chief minister of Joonaghur. This circumstance having reached the ears of Lala Mehta, the nephew of Motee Mehta, and ostensible head of the surviving members of Motee Lal's family, he, in the shape of a nuzzerana, presented the Jam with three lakhs of korees; upon this, he was restored to favour, and as no arrangement had up to that time been made regarding the restoration of the villages to the Jam, his Highness, as a further mark of favour, appointed Lala Mehta to the office of minister, in room of Chutur Bhoj, who in the interim having returned from Rajkote was placed under restraint, pending an examination of his accounts with the durbar. The item of 82,000 korees sent to Chutur Bhoj was discovered by Lala Mehta, the new minister, to have been sent to Rajkote for expenses, and this he pressed on the Jam's attention. His Highness called on Chutur Bhoj for particulars regarding this expenditure. Failing to do so, the Jam addressed Mr. Malet, reporting the circumstance of the 82,000 korees having been received by Chutur Bhoj, his late minister at Rajkote, and his having entered the item in his accounts as a disbursement for Rajkote expenses, but that he refused to state how or to whom the disbursements were made; his Highness at the same time soliciting, as the Morvee and Dhurol chiefs were his securities, that Mr. Malet call upon them to compel Chutur Bhoj to render his account. This letter from the Jam was received by Mr. Malet at Palitana, some time in April 1844. Mr. Malet upon this passed an order, directing Chutur Bhoj to accede to the Jam's wishes, and render his account. The native agent, Bhugwan Lal, upon this sent secret messengers to the Jam, to apprise his Highness that if he would but restore Chutur Bhoj to his office of minister, and eject Lala Mehta from the durbar, not only would the villages "Wudala" and "Dowsheen" be made over to him, but also that all his other business would be effected agreeably to his wishes. Be this as it may, Chutur Bhoj was soon restored to his office of minister. Mr. Malet's order that he should render his

† Three korees are equivalent to something less than a sicca rupee.

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* These koornuk attachments are never reported to Government in the annual return.

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his account to the Jam of the 82,000 korees was hushed up, Lala Mehta dismissed, and placed under restraint. Mr. Malet shortly after, some time in October 1844, proceeded to cherry, adjacent to Nuwanuggur. During his stay there, Mr. Malet, it is stated, decided that the villages Wudala and Dowsheen, which were made, as above observed, as a perpetual grant to Motee Mehta, should be enjoyed by his widow and daughter during their lifetime only; and that after their death they should revert to the Jam.

Note.—The Jam's letter to Mr. Malet regarding the 82,000 korees having been sent to Chutur Bhoj at Rajkote, should be on the kutcheree dufter, and may be found, should Bhugwan Lal and Goolabraee be suspended* before other measures be taken in this case. Chutur Bhoj should subsequently to this be compelled to render his account, as he had been previously required by the Jam, and directed to do by the Political Agent, when the participation of this amount by Bhugwan Lal, Goolabraee, and Anutjee Amerchund can be traced; and as several other items paid to one or other of these parties in like manner are said to be recorded in the Nuggur chopras, and which can be shown by Lala Mehta, all that seems necessary for the detection of these is, that the Jam be applied to for his consent to allow an examination by Lala Mehta of the accounts wherein such items are inserted: and, during this examination by the committee, that Chutur Bhoj be relieved from his duties.

Case III.—Joonaghur.

On the accession to the gadee, in A.D. 1840, of the present Nuwab of Joonaghur, a gold vessel containing gold mohurs, estimated at 40,000 sicca rupees, was, it is said, given to the native agent, Bhugwan Lal; this sum was divided between himself, Goolabraee, and Anutjee Amerchund, now minister of Joonagur, and karbaree of Rajkote. During Mr. Malet's stay at Gondul in November 1843, his Highness paid him a visit, and accompanied by Mr. Malet returned to Joonaghur. A few days after Mr. Malet went to Joonahur, a yad was presented to him by the Nawab, stating that Jubber Shet "one of his ministers in charge of the treasury, and his mother Dada Boo," had made away with large portions of his treasure, and requesting that an examination be made of his treasury accounts. An order was then passed, directing Jubber Shet and Dada Boo to render their accounts; upon this, Jubber Shet gave an account, detailing particulars; but as regards the gold vessel in which the gold mohurs were deposited, Jubber Shet stated that the same was given to Dada Boo, but to whom she gave it he did not know. Had an examination been pressed, Jubber Shet would himself have stated, as he now may, to whom the gold mohurs were given; but no further inquiry was pressed. A short time after Mr. Malet's departure from Joonaghur, Bulwunt Raee, a moonshee, for some time employed in the Joonaghur durbar, through Shunker Pursad, who at this time stood high in favour with the Nuwab, communicated to his Highness that he was able to show to whom the gold mohurs were given. This circumstance coming to the knowledge of the karkoon, Goolabraee, who was at this time with Captain Aston's kutcheree at Joonaghur, communicated the same to Bhugwan Lal. Ten horse Mohsuls, at 50 rupees a day, were shortly after this imposed on the Nuwab; this had the compulsory effect of Shunker Pursad's ejection from the durbar, a measure which was soon followed by the Moonshee Bulwantraee's imprisonment in irons. While in imprisonment, Bhulwant Raee petitioned Lieutenant Loch, during that gentleman's stay at Rajkote with Mr. Malet, in the agency bungalow, offering to afford every information and proof connected with the gold mohurs, and other particulars, if he were sent for to Rajkote, and examined. Lieutenant Loch, it is believed, referred to Mr. Malet, and agreeably to instructions, requested that Bhulwant Raee should make his representations to the Nuwab. Bhulwant Raee's urzee is now on Lieutenant Loch's records; and that officer, if called upon, can state particulars regarding it.

Note.—If an examination be made, the Moonshee Bhulwuntraee, in imprisonment at Joonaghur, can adduce proofs before a court of inquiry, that the gold vessel alluded to, containing the gold mohurs, was given to Bhugwan Lal and Goolabraee, and shared by them with Anutjee Amerchund, now principal minister at Joonaghur, who, in 1836 or 1837, was prohibited by proclamation under the Government sanction from being employed by any durbar in Katteewar. A copy of Bhugwantraee's petition might also be laid before the committee.

Case IV.—Wudwan.

Government, some time in A.D. 1842 or 1843, directed the Political Agent to make an examination of the Wudwan accounts, consequent on, it is believed, the large outlay of two laks of rupees having been disbursed by the Regent Baee, by which this already impoverished talooka had become much embarrassed. Mr. Malet proceeded thence in March or April 1843, and had the accounts examined by his native establishment; Bhugwan Lal assisted chiefly in this examination. The names of parties (some of whom were deceased, or dismissed

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* Bhugwan Lal, Goolab Rao, and Anutjee Amerchund are Nagurs, and now considered the most influential men in the country; and, as Captain Jacob, in para. 23 of his report to Government, dated 4 October 1842 (now in print), very justly observes, "That the Nagur community is very powerful in this peninsula," I humbly but most respectfully solicit that I may not be considered obtrusive for importuning the suspension of Bhugwan Lal and Goolabraee during the period of the Court's proceedings.

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missed servants of the agency) were submitted to Government, but not that of Bhugwan Lal or Goalabraee. Should an examination be conducted by the committee, it will be found that the sums paid to "morkee" (manager), means the native agent, Bhugwan Lal, and that other items are written off distinctly in his own name, and in that of Goolabraee.

Note.—To establish this case, the Wudwan chopras should be examined by the committee, with the assistance of the Karbaree Dya, and the karkoon attached to the superintendent of his Highness the Gaekwar's contingent, he being unconnected with the agency kutcheree establishment.

Case V.—Gondul.

On the occasion, in February 1842, of Jareja Barnabhaee being declared Regent of Gundul, a bribe for favour, in the shape of an usual present on such occasions, was made to Bhugwan Lal, amount not correctly known, but said to be 6,000 korees. At this time Goolabraee was at Rajkote; he shortly afterwards obtained leave, and on his way to Joonaghur passed a night at Gondul. At this time a bribe, for a similar reason, was received by him; this amount not correctly known; both items are, however, inserted as disbursements in the chopras of the former Nuthoo Bhoj, under the head of "On account of durbar for Bhugwan Lal and Goolabraee;" and in the durbar chopras, a credit is given to Nuthoo Bhoj, "for payments on the durbar account to Bhugwan Lal and Goolabraee." Doolubjee Mehta, late vakeel of Nuwanuggur, on or about November 1843, was nominated, with the Political Agent's consent, as private karbaree to the Gondul durbar. An extract from the Durbar chopras, of the payments written off to Bhugwan Lal and Goolabraee, was taken by him. On this circumstance becoming known to the native agent, he contrived, like other matters, to effect his dismissal from the Gondul durbar, through the Regent Barnabaee. Doolubjee upon this returned to Rajkote. On Mr. Malet's proclamation, issued in March or April 1845, inviting complaints, Doolubjee went forward and communicated the circumstance to Mr. Malet; but how and why the matter was not investigated, will be elicited on inquiry into the assertion contained in para. 8 of my statement, that Bhugwan Lal had access to the bungalow to Mr. Malet, even during holidays, as well in the absence of his accusers, and when no other karkoon attended business.

Note.—Proofs in this case can be procured by an examination of accounts, both of the durbar, and farmer who holds his lease under British guarantee; also by a strict examination of the Mehta Doolubjee Bhoj, who so late as the 15th ultimo has been permitted the concession a farm, on a Phoola chot tenure for 10 years, of 33 villages of the Wankaneer talooka, in anticipation of the Government sanction.

Observations.

Captain Aston, first assistant, in his letter, dated 12th April 1845, and which, I believe was forwarded to Government with Mr. Malet's letter No. 81, dated 15th May 1845, after commenting on the characters of one and all of the evidences named in the trial of Bhugwan Lal and Goolabraee, states, in para. 2, on the hearsay of Goolabraee, his karkoon, with reference to the character of Doolubjee Mehta, that Doolubjee Mehta was a chief leader and director in the business, and that he "was last year suspected of being concerned in the conspiracy of Bhutwunt Raee and others, at Joonaghur, to accuse Bhugwan Lal and Goolabraee, through Jubber Leeladhur, at Joonaghur." And again, in para. 4, Captain Aston states that Doolabjee Bhoj, who was lately dismissed from his situation from Gondul, was a candidate for the situation of native agent, when Bhugwan Lal was preferred; whereas Captain Jacob, in para. 6, No. 85, of his letter to Government, dated 22d February 1842, in speaking of this very individual, records as follows: "The Jam, I am sorry to say, is indifferent about all public affairs; his karbarees think only of making hay while the sun shines; and his able and, I believe I may add, faithful Vakeel Doolubjee will, I fear, not longer continue to give his master the benefit of valuable but unappreciated services." If Doolubjee Mehta is now of the character described by Captain Aston, how comes it then, I beg leave most respectfully to submit, that the farm of 33 villages of that extensive talooka of Wankaneer has been conceded to him, from the 15th September last, for a term of 10 years. It is generally believed that this affair was brought about by the native agent to quiet him in the Gondul bribery affair (Case V.), and to feel satisfied. In this manner is the character of respectable servants, to serve the views of the native agent and the first assistant karkoon, liable to be vilified or misrepresented.

It may be asked why these people endeavour to compass their ends by bribes? The reason assigned is, that without doing so now, their business, whether right or wrong, will not be taken up by the native agent or the first assistant head karkoon, who have now all the power; and further that, as a reason why they complain after giving bribes is, that the receivers make no hesitation in receiving from both sides: hence, therefore, the disappointed party being aggrieved, and feeling as it were quite helpless, resorts to complaints.

I had taken notes of the above cases as they were brought to my knowledge from time to time, with a view that I should use my influence, and bring the same to the notice of the Political Agent. I have, I humbly hope, assigned sufficient reasons in my statement, to show why I did not do so; but it was, nevertheless, always my intention to wait a fit time, when I could hope to be fairly heard.

Rajcote,
4 October 1845.

(signed) *Henry Foster*,
Head Accountant, Kattewar Political Agency.

Charges of Corruption against Bhugwun Lall and others.

No. 4832 of 1845.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you, for any explanation you may have to offer, two original petitions, with enclosures, dated the 1st and 4th instant, from Mr. Henry Foster, head accountant in the Katteewar Political Agency, complaining against your conduct in the several instances therein detailed, and preferring various charges of bribery and corruption against persons on your establishment. You will also be pleased to return these documents, with your reply.

I have, &c.
Bombay Castle, 23 October 1845.
(signed) *J. P. Willoughby*,
Chief Secretary to Government.

No. 507. Extract Bombay Political Consultation, 21 January 1846.

Government, No. 179 of 1845.—General, No. 724.—Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 4832, October 23, transmitting, for my explanation, two original petitions, with enclosures, dated the 1st and 4th instant, from Mr. Henry Foster, head accountant in the Katteewar Political Agency, complaining against my conduct in the several instances therein detailed, and preferring various charges of bribery and corruption against persons on my establishment.

2. These complaints resolve themselves into three heads, the one personal to Mr. Foster, as connected with my treatment of him, and his dismissal from the office of English superintendent of Mohsullee; the second public, as containing his comments on my official conduct, and that of my first assistant; and the third also public, containing charges against persons on my native establishment. The second of these heads I shall not touch on, except incidentally, when included in one of the others, for I do not suppose that Government consider Mr. Henry Foster a competent person to make such comments, or that they can be worthy of refutation.

3. The other two points I have thought it more clear to divide into two reports. I proceed now to his personal complaint.

4. Mr. Foster's diligence in the comparatively subordinate appointment of head clerk, and exertions in bringing up arrears of accounts consequent on the late head accountant's illness and death, induced me, notwithstanding that I was obliged to attribute the correctness of the accounts chiefly to a person named Girdhur Lal, whom I had nominated to aid him, to recommend him to Government for the appointment which he obtained, an appointment which has often since been a subject of regret to me, for his ungovernable temper and overweening vanity, coupled with such an exacting spirit as is most intolerable to all his subordinates, have given rise to such frequent quarrels, often to the detriment of public business, and so many mutual complaints, that I have had the greatest difficulty in composing them. These faults, sufficient altogether to disqualify a man for the situation he holds, either from his subordinate appointment, or through great carefulness on his part, were, until his new appointment, so much smaller in degree as not to lead me to apprehend any great difficulty in dealing with him; but since that time, I could not have conscientiously recommended Mr. Foster to any other office, and therefore had no alternative but, by impartial investigation of his quarrels in the office, to endeavour to allay the irritation which I could not eradicate. If any bias on my part existed, it was towards him as the senior clerk, and I have several times privately

privately reprehended him for his conduct, while officially deciding in his favour.

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5. With this preliminary notice, I shall take in order his complaints.

6. A rebuke written in February 1844. I was under the impression that money had been paid from the treasury on documents unsigned either by me or an assistant, which, as contrary to positive orders, would have been a reason for dismissal even without warning; as it was not so, I presume that on Mr. Foster's explanation I was satisfied, and considered that the fault not having been committed, the censure was harmless; at any rate, I expressed myself pleased with his exertions on my return to Rajkote, which should have been sufficient for any reasonable person. The observation of the note sent open through a junior clerk applies, I fancy, to its being unsealed, and so put up in the packet made up daily for Rajkote by the head clerk, who was in the districts with me. As to Mr. Foster's self-praise, I repeat that it is to Girdhur Lal's great application and knowledge of accounts that he is indebted for the punctual performance of his duties. I do not deny to Mr. Foster the merit of keeping his subordinates well to their work, with a knowledge of English superior to that of many persons in his line of life, and a great anxiety to have his accounts always ready in time, and this is considerable praise; but without some good qualities to counterbalance his faults, he would not have got the appointment, or never could have retained it.

7. References concerning accounts, I conclude I make to where I expect the quickest information. I do not recollect any particular instances, but I have found that Mr. Foster had to get information which I required from the native department, and that it was sometimes altered (not intentionally), in its passage through him; whether I have expressed this to him or not I cannot say, but he from his want of patience, or of properly understanding the natives of the account department, has obliged me several times to go through intricate inquiries to the delay of other business, in matters which a head accountant ought to have been able to arrange.

8. As to the leave, I cannot recollect any instance to which he may allude, but it is not unlikely, if he had left the office before application for leave was made to me, that it has been granted on application by the native agent. As to the sales, I do not know what he can mean, except that as the requisite documents from chiefs, attachment mehtas, &c., come to hand, the order is given on them, and it may have been communicated first to Mr. Foster from that order, instead of direct, but he well knows that no sale ever takes place until he has received orders on the subject; and so tenacious is he (it involves a per centage), on this subject, that he once made a formal complaint to me, that a Guzarattee sale list had been submitted to me for sanction before he had sent in his English one; it was not the case, the prices of the articles had been noted down and shown to me, but the English sale list is the only one I sign.

9. Mr. Foster now comes to the Mohsullee department, assuming to himself all the credit of the reforms introduced by Captain Jacob (it will not be forgotten that he has never mentioned the able assistance he has in his account department). I do not dispute the accuracy of his assertion concerning the gradual changes, but I know him to be so far wrong as to Captain Jacob's intention, that that officer told me that I should find it impracticable, from their nature, to bring the Mohsullee collections on the public accounts.

10. Mr. Foster, while head clerk, and not holding the book for entry of private accounts (there was not a separate daily book at that time, and every entry was made in one daily book), was appointed superintendent, an appointment very properly bestowed on him as head clerk, so much so, that although I did not deprive him of it when he was promoted, in consequence of his successor as head clerk being a new man, unaccustomed to such work, I found it necessary to make Mr. Wilkinson superintendent while in the districts with me, so that he soon learnt the duties, and but for my dislike to deprive Mr. Foster of it altogether, should then have permanently received the appointment, which while he is with the Political Agent in the districts, he alone in the English department can perform.

11. It

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11. It was partly now the inconvenience to be suffered by the change of superintendents, and partly the fact that all irregularities of the Mohsuls while on duty, can be detected in the native department alone, and that in that constant vigilance and superintendence is necessary, that I long since determined to make Bhugwan Lal superintendent of Mohsulee in the native department; but I was deterred from giving it him, in consequence of the accusations, which, as Government is aware, were long pending over him. On their termination, there was nothing to prevent his receiving the appointment, and I gave it him, to commence from the next half year, thereby completing the establishment in both its branches, native and English.

12. On the death of Chimun Rao, his brother, but for his extreme youth, only 12 years old, would have been made Mohsullee karkoon; as it was, Bhugwan Lal begged it for a friend (I do not think he was a relation), and I refused, giving it to Bhuwanee Ambashunker, Goolabraee's mother's sister's son, thus putting a relation of the first assistant's ill-paid karkoon into an appointment with which his own duties were unconnected.

13. The irregularities noticed by Mr. Foster as made matter of accusation against him by Bhugwan Lal, did exist, and had never been refuted by Mr. Foster, but as they were trifling, consisting chiefly of persons who in strict right should not have been on the roll, I thought it better, to prevent discord (a fruitless attempt), to pass them over; but to prevent in future any improper persons being brought on the roll, I directed that all new names which Mr. Foster might receive from the kutcheree, should be noticed as brought on by my order, for I had strictly forbidden any new names being put on the roll without my permission, and it was necessary that this note should be affixed to bring each to my notice. Mr. Foster knew he could at any time, when persons might be wanting, recommend any person for entry on the roll, sure that if good reasons against him did not exist I should permit it.

14. As to Mahshunker, Mr. Foster demurred to entering his name in a Mohsulee chit, which was issued for the express purpose of obtaining payment of some balance of Mohsulee due to him from Bhudwana, where he had been on duty since 1841, and Mr. Foster in refusing to enter his name, would have broken through an invariable rule, which is always, in default of payment, to send a man to collect the balance of his own dues.

15. On receiving Mr. Foster's most disrespectful note, I dismissed him from the Mohsulee department, and gave him half an hour to withdraw it; he did so immediately; had he not, I should have suspended him from his appointment as head accountant, and reported the case to Government; he has now cancelled the withdrawal, and must take the consequences.

16. The withdrawal of his note could not cause me to reinstate him in the Mohsulee department. I therefore entered in the book the order for Mr. Wilkinson as English superintendent, who holds now precisely the appointment, that of head clerk, which Mr. Foster enjoyed when he was made superintendent, the accounts being entered precisely as before, except that since my arrival I have had two daily books kept, one public, in which every item is placed on the public account; the other, termed private deposit, in which are placed sums concerning which inquiry has to be made concerning the head under which they are to be entered, or pay of persons at a distance, sums paid in on account of Wultur, from which the person, though at Rajkote, is not ready at the moment to receive it, such temporary payments and disbursements being made from it, as well as those of the Mohsulee department (previous to the late Government orders, portions of officers' salaries left in the Treasury were entered) it, as will be perceived, though it is called private, is a public record book, and merely denominated private, from the sums entered in it not being brought on the public accounts.

17. Mr. Foster's remarks on my note in reply to his, No. 4, appear to me quite uncalled for, more especially as he must have underscored the word "feeling" himself, for I certainly did not, and it could never call for such a reply as that which he has had the effrontery, after withdrawing, to submit to Government. I beg, therefore, that as he has cancelled by such conduct my kind intentions, the consequences may ensue, as the whole of his production,

the

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the greatest portion of which I notice in this and my following letter, is not only so extremely improper, but shows his own impropriety of conduct so glaringly, that after its perusal I can no longer have the slightest trust in him, nor submit to official intercourse with him; I most respectfully request his removal.

I have, &c.
Kattewar Political Agency, Nowanuggur, (signed) *A. Malet*,
3 November 1845. Political Agent.

P. S.—The documents are returned as directed. I have kept no copy.

(signed) *A. Malet*,
Political Agent.

Government, No. 180 of 1845.—General, No. 725.—Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to the public portion of Mr. Foster's complaint against me, transmitted with your letter, No. 4832, October 23. I have the honour to submit for the consideration of the Honourable the Governor in Counil, the following remarks:

2. It was reported to me, that during the time Man Kan's accusation against my establishment, my head accountant had been seen speaking to him; I warned him against mixing with such characters, and told him, I think at the same time, that any complaint he might make of his own knowledge, would be listened to with attention.

3. Man Khan, on a reclamation made for him as a convicted thief by the Nuwab of Joonaghur, was confined in default of obtaining security, and released on the day after I received a reply from Joonaghur to my requisition, grounded on the 3d para. of your letter, No. 3115, October 11th. There was no doubt of his guilt; but as he had been at Joonaghur since the crime, and was not seized (his former employers were then in power) I refused to give him up.

4. As to the Kosides, the only thing concerning them which I am aware of, is that two who had brought letters from Bugwan Lal's family were detained by him at Rajkote, until the return of my suwar from Joonaghur.

5. My proceedings in the case of Bhugwan Lal's suspension were reported to Government; the only new thing I perceive in it is the assertion that he was in the habit of visiting me during native holidays; I remember but one occasion, on which he came to complain that a retainer of Nooroodeen's had been heard to utter threats from which he considered that his life would be attempted, in case of acquittal.

6. I am aware that gentlemen in camp were applied to for their interest with me, and I am also aware that in a late instance money was offered to one young officer should he obtain a favourable consideration of his suit; whether such a stimulus, beyond his own revengeful and ungovernable feelings, has prompted Mr. Foster to his defence of Nooroodeen, and Hubeeb Khan and his accusations, I cannot say; but it appears to me probable; more especially as Lieutenant-colonel Cunninghame, who on one occasion turned out of his house a man who wished him to use his influence with me, is not included in Mr. Foster's committee, from which I infer a knowledge of that fact by Mr. Foster.

7. Captain Loch sent to me from Joonaghur extracts from a banker's books and a deposition. The papers were exactly those which I had required; but, so far from their containing any evidence against Bhugwan Lal and Goolabraee, they contained merely some accounts between a mehta named Anudjee Doolubjee, Habeet Khan, and Mahdooraee, Goolabraee's brother, but not in the Government service. They were so useless that they remained with me unthought

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thought of, until now when I placed them on record. The draft of my letter to that officer has been mislaid; but there can be no reason against its entry, and I can get it from him for that purpose when he returns from his leave.

8. These, I believe, are all that can probably be called public matters in Mr. Foster's first letter. I now proceed to his second letter containing his statement of cases.

9. The accusation concerning bribes from Choora is one of those which was mentioned to me, and which the party mentioning it at last acknowledged that he could not prove. My orders for the management of that petty state were based on a report from a Zubtee karkoon, enclosing a paper drawn up by the principal inhabitants of that place, stating that the wife, and not the mother, had been accustomed to manage it during the late thakoor's life. There is now a mehta there to see that quarrels between the two parties do not arise, and to prevent any unnecessary expenditure, as the chief is a minor; but I have not yet had any opportunity of going there myself to endeavour to reconcile the two ladies, who, of course, are on bad terms with each other.

10. The second case, concerning Nuwanuggur, is one of those so frequent among native princes. Chutur Bhooj was dismissed and imprisoned by the Jam, and his security appealed to me. After a long time, they gave security that he should pay whatever he had misappropriated, and I directed that he should be released, and the charges proved. In the meantime he, through a large nuzzerana, was again brought into favour, and Lala Mehta was confined, and the jemadars, his securities, appealed to me. Last year, on their becoming nazir zamin, the Jam, at my request, released him and his party, and the accounts have been investigated; and the affair will, I hope, shortly be brought to a conclusion, unless the hopes which Mr. Foster's interference may give them should cause additional delay.

11. The third case is one which, if Bulwunt Raee could, he would have proved to retain his power; being unable to do so, he, without success, tortured Jubbur Shet to make him criminate my native establishment.

12. Shunkur Pursad was pursuing the usual plan, offering, not an advance of revenue, but a different mode of payment in case the whole of the Joonaghur districts were farmed to him, and if the ministry which, at the Nuwab's urgent solicitation, I had allowed him to form, were dismissed. This, as the Nawub had but just agreed to abide by the Political Agent's advice, I prevented.

13. In the Wudwan case, against Mr. Foster's assertion I have a letter from the Regent, stating that Mookhee was her own head man, who was at Rajkote. The Kharbaree Dya was one of those concerned in the former examination of the accounts, when neither Bhugwan Lal's nor Goolabraee's names were found.

14. Gondul. I have never heard of these accusations before, though Doolubjee, late in the employ of Gondul, has perhaps had more private interviews with me than any other person at Rajkote. He has no reason to like Nuthoo Bhooj, who caused his dismissal, and is, I believe, no friend of Bhugwan Lal's; he has, however, spoken of Nuthoo Bhooj in such a way as to lead me not to pass the last year's accounts until I get sufficient leisure to examine them very thoroughly; for which, therefore, I have some time since applied to Bhunabhye for a confidential agent on his part, who it is not unlikely will be Doolubjee himself. Doolubjee is a man of some wealth; his farm of Wankaneer expired last year, and the thakoor has requested for him a guarantee for a ten years' poola choot lease. I have permitted him to manage this year alone in anticipation of the Government sanction, which I presume will, as usual, be given as soon as I have leisure to report the case. It would require a positively bad charactor or some other equally decided reason to refuse to comply with a request of this description from a native chief.

15. I have thus replied seriatim to Mr. Foster's charges; they show how far he has acted up to his assertion, made in the 9th paragraph of his first letter, of not giving encouragement to complaints, an assertion in itself totally irreconcilable with the last paragraph of his statement of the 4th October. Mr. Foster, in common with all the Government servants in the English office and Kutcheree, had unquestioned right of access to me at all times, but until his

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temper became perfectly ungovernable in consequence of his removal from the Mohsulee department, and has made him reckless of consequences, he appears to have thought it best not to bring to my notice charges which it did not depend on himself to prove, and therefore for meddling in which I should certainly have reprehended him.

16. His Honour in Council will perceive that it is impossible that this self-constituted spy and commentator on my official duties can any longer remain in my office; I therefore respectfully beg the favour of instructions concerning him.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency,
Nowanoggur, 3 November 1845.

Government, No. 182 of 1845.—General, No 727 of 1845.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to my two letters, Nos. 179 and 180, of yesterday's date, I have the honour to transmit a copy of an order I have this day addressed to Mr. Foster, requiring him to confine himself to his own duties till the orders of Government on his two letters are made known to him.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency,
Nowannuggur, 4 November 1845.

Enclosure to Government Letter, No. 182, of the 4th November 1845.

No. 728 of 1845.

Mr. Foster,

I have received from Government, for my report, your letters of the 1st and 4th October, from which I find that you are in the habit of listening to complaints against my native establishment; I therefore send you this peremptory order, that you will confine yourself to your particular duties as head accountant, and on no account visit or receive any visits from natives, nor listen to any complaints whatever, until the orders of Government on the subject of your two letters above alluded to may be made known to you.

Nowanuggur, 4 November 1845. (signed) *A. Malet,* Political Agent.

(True copy.)
(signed) A. Malet, Political Agent.

Mr. Foster,

With reference to Mr. Malet's order sent to you yesterday, some respectable natives were observed at your house this morning; please to let me know who they were, and the object of their visit.

7 November 1845. (signed) *Henry Aston.*

Reply to Captain *Aston,* First Assistant Political Agent, Rajkote.

Sir,

Except my servants and workmen and a shroff, who called to see me on my private business, I know of no native who came to my house this morning.

Lots of natives pass through my compound merely to see my house, as it is a new bungalow still unoccupied, and I have no wish to keep them out, though it is seldom I ever find it necessary to talk to them.

Yours, &c.
(signed) *Henry Foster.*

7 November 1845.

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To His Excellency the Honourable Sir *George Arthur*, Bart., K. C. H.,
Governor and President in Council, Bombay.

Honourable Sir,

In annexing copy of a letter which I had yesterday received from Mr. Malet, the Political Agent in Katteewar, I beg leave to bring to your Excellency's notice that inquiries are now being instituted by Captain Aston as to whether I had at any time seen Shek Nooroodeen at his house, and whether he had at any time visited me. While I conscientiously disclaim ever having visited him or any other complainant, and that I am ignorant even now of the place of residence of these parties, I beg with much deference to assure your Excellency that I had at no time any cause to suppose that it was contrary to rule to listen to any party whom I knew to be respectable, though at no time can it be safely asserted that I encouraged or invited visits to me, and it is a well-known fact also, that no individual on the Agency establishment is less visited than me by any class of the native community, either respectable or otherwise; I earnestly solicit, therefore, the favour that these points be fairly inquired into.

2. When, however, I found myself subject to very unusual treatment and harshness by Mr. Malet, and convinced that it was on no public grounds, but only on account of the causes already urged in my statement to your Excellency's address of the 1st October last, I considered it my duty, in seeking redress at your Excellency's hands, to submit a correct and respectful statement of my grievances, and to set forth therein in as clear a manner as possible every circumstance connected with them.

3. With the humble impression that your Excellency will not be of opinion I had acted wrong in pursuing these measures, and that if I did it was but an error in judgment, I beg again at this time very respectfully to state that should your Excellency deem fit to comply with my prayer of appointing a committee to inquire into my statement, and of directing the suspension of the native agent, Bhugwan Lal, and the head karkoon, Goolabrae, during the course of the inquiry, I feel confident that this procedure will enable me not only satisfactorily to substantiate my statement, but that it is likely also to elicit other particulars of a still more serious nature, while at the same time it would give me the opportunity of meeting anything that may be urged against my conduct.

4. Most earnestly entreating that your Excellency will be graciously pleased to afford my case a just hearing, and relying on your Excellency's disposition to dispense justice with an equal hand to all classes,

I beg, &c.
(signed) *Henry Foster*,
Katteewar Political Agency.

Rajkote, 7 November 1845.

P. S.—I beg to submit a note which I received from Captain Aston this day. I am, your Honour, ready to account to my superiors for my public conduct, but I consider it a case of extreme hardship that my private affairs should be interfered with. I humbly crave, therefore, your Excellency's consideration on this matter.

No. 728 of 1845.

Mr. Foster,

I have received from Government, for my report, your letters of the 1st and 4th October, from which I find that you are in the habit of listening to complaints against my native establishment; I therefore send you this peremptory order, that you will confine yourself to your particular duties as head accountant, and on no account visit, or receive any visits, from natives, nor listen to any complaint whatever, until the orders of Government on the subject of your two letters above alluded to may be made known to you.

(signed) *A. Malet*, Political Agent.

Nuwanuggur, 4 November 1845.

Charges of Corruption against Bhugwun Lall and others.

To His Excellency the Honourable Sir *George Arthur*, Bart., K.C.H., Governor and President in Council, Bombay.

Honourable Sir,

1. OBSERVING that every attempt is now being made to bring up some accusation or other against me, and in the hope that should any have been preferred I may notwithstanding have the benefit of being fairly heard, and apprehensive also that further reserve on my part would be unjust to myself and injurious to my cause, I am induced under these considerations at this time most respectfully to bring to your Excellency's notice, that the allusion made in para. 4 of my letter of the 7th instant to your Excellency's address, to the effect that should my prayer for a committee to inquire into my statements be complied with, and that "should the native agent and the head karkoon be suspended during the course of the inquiry, such a procedure is likely to elicit other particulars of a still more serious nature," was intended by me to imply as follows:—

1st. That I would quote a few instances, such as the following, to show the difficulty that at present exists of obtaining access to the Political Agent to obtain a hearing, occasioned probably by parties holding employment in that agency, to serve some selfish or other end. A man in January last, despairing of obtaining access to the Political Agent and a hearing of his grievances, had, with a view to effect this, resorted to the desperate expedient of oiling himself and his clothes, and of setting himself on fire in the agency garden, within about 20 yards from the agency bungalow. When the fire sufficiently lighted, he loudly roared out; his cries were heard, and three men who came to his rescue were rewarded with a sum of 25 rupees from the fire fund; the sufferer was sent to the civil hospital, where he was treated and retained for three months.

2dly. To show that if there be public, there are also private causes why Bhugwan Lal and Goolabraee are so much supported and protected against complaints affecting their public conduct and character.

3dly. That in addition to the cases of bribery and corruption already adduced by me against Bhugwan Lal and Goolabraee, I would also endeavour to show several others of a similar nature, leaving the committee to elicit, in course of the inquiry, whether any bribe or bribes had not been given by Bugwan Lal and Goolabraee to invalidate the charges preferred against them by Nooroodeen and others; and if so, whether it is not also probable that, by similar means, and backed by the influence they possess and the favour of their situations, they can bring up groundless accusations against me.

2. I most respectfully solicit, under these circumstances, that your Excellency will see fit to comply with my prayer to the extent solicited by me. Every attempt to thwart the assembly of a committee may, I fear, be had recourse to either by insinuations thrown out, or by instances adduced to affect my conduct and character. These at this time may be naturally expected, and I therefore most humbly trust and very respectfully entreat, that the previous considerations of increase and promotion I had met with during my employment in this agency, which I conclude were for good conduct and character, and a correct and diligent discharge of my duties, will not be lost sight of, but be also duly weighed and considered. In the meanwhile I beg your Excellency will be indulgently pleased to observe, that if any allegations have now been urged against me, they have only been got up in recrimination of my statements of complaint; and I further beg that your Excellency will kindly bear in mind, that since my statements were sent here for report, I have been subject to the anomalous restrictions of receiving no visits from any native, which, though I heed not, I respectfully submit is tantamount to an arrest, because when the native agent, Bhugwan Lal, was under suspension in April, he was allowed not only to attend the kutcheree and perform duties of the same kind, but was also not prohibited from visiting or from being visited; whereas, if he then had, by visits, the means to disprove charges against him, similar means are withheld from me, when not suspended; to help, if necessary, in proving my complaints. Were it possible to establish his or the head karkoon's innocence before an impartial tribunal of the complaints made by me, I venture very humbly to express an opinion, that the measures thus pursued with me seem in no manner requisite;

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requisite; and as regards my listening to complaints against the native establishment, I beg respectfully to state, that I know not how it can be perceived from my letters to your Excellency's address of the 1st and 4th October, that I had been in the habit of doing so, as assumed by Mr. Malet in his letter to me dated 4th November, a copy of which I had forwarded to your Excellency on the 7th instant; although I can quote a few instances which occurred in this agency, of complaints made by members of the English office against the native establishment, and *vice versâ*, having been heard and inquired into. But it would appear that, because I preferred my complaint direct to your Excellency instead of to the Political Agent, I am found fault with for listening to complaints, and this is viewed in the light of a serious delinquency. I had, as already observed, always advised complainants who thought proper to see me, to petition; and I have, I respectfully trust, shown sufficient reasons why I abstained from bringing what I had heard to Mr. Malet's notice, and pursued a different, and which I did not suppose was an irregular course; and I beg again most respectfully and earnestly to entreat, that should your Excellency be of opinion that I had erred in these particulars, your Honour in Council will be indulgently pleased to impute it to no other cause than to the fact of my want of experience and judgment in such matters; else I feel certain I would not have so incautiously committed myself: in the meanwhile I beg most solemnly to assure your Excellency, that while I at no time supposed that such a practice was contrary to rule, I at the same time believed that it was in no way detrimental to the public interests; on the contrary, I had always supposed that it acted as a safeguard against improprieties, and therefore was not prohibited.

3. In conclusion, I beg most submissively to submit this last request, that your Excellency will be graciously pleased, under all circumstances of the case, to afford me a just and patient hearing, and not suffer that I be condemned unheard, or on any *ex parte* statement; while, at the same time, I humbly and most respectfully crave that your Honour in Council will see fit to extend to me every due support and protection against injustice.

I beg, &c.

(signed) *Henry Foster.*
Head Accountant Kattr Poll Agency.

Rajkote, 10 Nov. 1845.

P. S.—I humbly beg to bring to your Excellency's notice that the usual routine of office business has been altered since my letters were returned here from Government for report. All letters despatched from the agency were hitherto sent to me opened for registering, numbering, and sealing, prior to being sent to the post-office for transmission. They are now registered, &c. and wafered by Captain Aston in charge of the "hoozoor;" so that I beg your Excellency may be aware that as yet I have had no means of knowing the substance of Mr. Malet's reports on my complaint, and beg therefore very respectfully to solicit the favour of being allowed copies of them to vindicate myself.

(signed) *Henry Foster.*

MEMORANDUM by the Political Secretary, without Date.

1. WITH two letters dated the 1st and 4th ultimo, Mr. Foster, head accountant to the Kattywar Agency, has referred a series of complaints against his superior, Mr. Malet, the Political Agent; and has also preferred several charges of bribery and corruption against some of the native members of that officer's establishment. These complaints and charges may be classed under the following heads:—

1st. Several complaints advanced by Mr. Foster against Mr. Malet of harsh and uncourteous treatment.

2d. Complaint by Mr. Foster of his having been unjustly removed by Mr. Malet from the office of English superintendent of Mohsullee.

3d. Animadversions

3d. Animadversions on the official conduct of Mr. Malet and his first assistant, Captain Aston; and,

4th. Charges of bribery and corruption against several members of the native establishment of the Political Agent's office.

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2. Mr. Foster's representations were, on the 23d ultimo, sent in original to Mr. Malet for any explanation he might have to offer, and that gentleman has replied to this reference in two letters, dated the 3d instant. The following is the substance of each of Mr. Foster's complaints and charges, and of Mr. Malet's report upon each of them; which, in order that they may be the more easily understood, have been placed in juxtaposition, and divided under separate heads, with a number attached to each.

Substance of Mr. Foster's Complaints against Mr. Malet, of Harsh and Uncourteous Treatment.	*Substance of Mr. Malet's Explanation.*
No. 1. Mr. Foster states, that in consequence of inexperience in regard to the duties appertaining to the situation of head accountant to the Kattywar Agency, he, during the quarter ending the 30th April 1843, being the first quarter during which he had held that appointment, suffered certain vouchers which had been received from the general paymaster and the military paymaster of the northern division of the army, for payments made from those departments, on account of the Rajkote Agency, to leave that office without Mr. Malet's countersignature being, as ought to have been the case, attached to each document. In consequence of this omission, the Civil Auditor, on these documents reaching his department, returned them (in February 1844) to Mr. Malet, in order that his signature might be attached to them; when Mr. Malet addressed from the districts the following letter to Mr. Foster, then at Rajkote:—	Mr. Malet states, that when he addressed to Mr. Foster the letter of which he complains, he was under an impression (which subsequently proved to be erroneous) that money had been paid from the Rajkote Treasury on documents unsigned either by Mr. Malet or by his assistant; which, being contrary to positive orders, would, if it had been the case, have been a reason for dismissal even without warning. Mr. Malet then states, that he presumes he was satisfied with Mr. Foster's explanation, and considered the fault not having been committed the censure was harmless; but that, at all events, on his return to Rajkote from the districts, he expressed himself pleased with Mr. Foster's general exertions during his absence, which Mr. Malet adds, "should have been sufficient for any reasonable person."

"Mr. Foster,

"You will see by the Civil Auditor's letter the neglect which has occurred in your department from the 1st February to the 30th April 1843. You have now had plenty of time to make yourself fully acquainted with the duties of accountant, and I hope that such will not again occur. You will find that all payments on account of chiefs from their deposits must be supported by the original petition requesting them; all payments to Government of this description must be pointed out in the cash account, and those to mosuls, vakeels, &c. as many have their receipts with them. The irregularity of the payments on drafts without my signature, or that of an assistant in charge, is excessive; if it is ever repeated it will be a reason for your dismissal. Point out the disbursements in the daily-book, which you will send with them when returned for my signature.

(signed) "*A. Malet.*

"Let there be no delay in replying to this audit; it must leave this by the 16th of February.

(signed) "*A. Malet.*"

No. 2. Mr. Foster complains, that the letter above alluded to was sent to him opened through a senior clerk of the department, which he observes was very hurtful to his feelings.	Mr. Malet states, he fancies that in this complaint Mr. Foster alludes to the letter in question having been unsealed, and in that state put up in the packet which was daily made up for Rajkote by the head clerk (a Mr. Wilkinson), who was in the districts with Mr. Malet.
No. 3.—Mr. Foster in alluding to Mr. Malet's return from the districts a few months after he had written to Mr. Foster the letter above alluded to, observes as follows: "I beg now very respectfully to submit the following statement, and as it has reference to events of some distant dates, to	On this subject, Mr. Malet makes the following remarks: "Mr. Foster's diligence in the comparatively subordinate appointment of head clerk, and his exertions in bringing up arrears of accounts, consequent on the late head accountant's illness and death, induced me, notwithstanding that I was

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Mr. Foster's Complaints—continued.

to crave indulgence for intruding on your Excellency's time with the following lengthened detail. In February 1844, certain vouchers were received from the Audit Office for countersignature; these vouchers were not for any actual payments from the Rajkote Treasury, but were sent by the general paymaster and military paymaster, N. D. A., merely for adjustment on the agency books, for payments made by them on account of this agency. I therefore considered Mr. Malet's countersignature was not necessary to such vouchers, and it is well known that in taking up my duties of head accountant, and bringing up the arrears, there was not a single individual in the office who could tell me of the usual course of business. My inexperience therefore led to the omission; though I beg it may be borne in mind, that, as the whole of the vouchers are invariably submitted with the monthly cash account for signature, Mr. Malet might have himself countersigned them, without any reference to me. But without any explanation being called from me regarding the omission of his countersignature to the vouchers, I received the note (No. 1) from Mr. Malet, who was then out on his tour at Joonaghur, threatening me with dismissal should a similar irregularity occur. When it is seen by Mr. Malet's own note, calling on me to point out the disbursements in the 'Daily Book,' that he laboured under an error in supposing that the vouchers were for payments made from his Treasury, which alone need be inserted in the daily book instead; that the vouchers were for payments made by other departments on account of this agency, which, as a matter of course, are necessarily omitted in the daily book; and conscious also of never having given the smallest cause for displeasure in the performance of my duties, I beg leave very respectfully to submit to your Excellency, how far such language was deserved, and even if deserved, how hurtful such treatment must have been naturally felt by me, to see that a note from the Political Agent threatening me with dismissal should be sent to me opened through a junior clerk of the department. After offering Mr. Malet an explanation regarding the nature of the vouchers, and the cause as above stated of the omission of his countersignature to them, I was led to solicit from him the favour of effecting my transfer to some other public office, even on a reduced salary, preferring to undergo a pecuniary sacrifice, rather than risk the pain and disgrace of dismissal; for in a department of accounts, I am humbly of opinion, that it is a matter of difficulty to be too careful. Mr. Malet told me, in reply, that it was not in his power to effect my transfer, and that I could not leave before a successor was found in my place. I would here respectfully observe, whether the inconsiderate manner I had been treated, was not enough to drive, however reluctant, any subordinate who felt any respect for his position, at once to relinquish his appointment; and indeed, were it not for the kind advice of a gentleman now here, I would at the time have imprudently tendered my resignation, and quietly sought employment elsewhere. Mr. Malet returned to Rajkote on the 13th June following; I waited on him the following day, with my subordinates, to pay my respects. In the midst of my discouragements, and these were not a few, I had the satisfaction to learn that he was quite satisfied with my exertions during his absence for a little more than seven months; and I should think it could not otherwise have been the case, having had all the accounts despatched from Rajkote to Bombay and elsewhere within the prescribed dates; though in the first instance I had to send them out for Mr. Malet's signature to his camp, which for some time halted at the distant stages of Palitana and Bhownuggur.

Mr. Malet's Explanation—continued.

was obliged to attribute the correctness of the accounts chiefly to a person named Girdhur Lal, whom I had nominated to aid him, to recommend him to Government for the appointment which he obtained; an appointment which has often since been a subject of regret to me; for his ungovernable temper and overweening vanity, coupled with such an exacting spirit as is most intolerable to all his subordinates, have given rise to such frequent quarrels, often to the detriment of public business, and so many mutual complaints, that I have had the greatest difficulty in composing them. These faults, sufficient altogether to disqualify a man for the situation he holds, either from his subordinate appointment or through great carefulness on his part, were, until his new appointment, so much smaller in degree, as not to lead me to apprehend any great difficulty in dealing with him; but since that time I could not have conscientiously recommended Mr. Foster to any other office, and therefore had no alternative, but by impartial investigation of his quarrels in the office, to endeavour to allay the irritation which I could not eradicate. If any bias on my part existed, it was towards him as the senior clerk, and I have several times privately reprehended him for his conduct while officially deciding in his favour. As to Mr. Foster's self-praise, I repeat that it is to Girdhur Lal's great application and knowledge of accounts that he is indebted for the punctual performance of his duties. I do not deny to Mr. Foster the merit of keeping his subordinates well to their work, with a knowledge of English superior to that of many persons in his line of life, and a great anxiety to have his accounts always ready in time, and this is considerable praise; but without some good qualities to counterbalance his faults, he would not have got the appointment, or never could have retained it."

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Mr. Foster's Complaints—continued.	*Mr. Malet's Explanation*—continued.
No. 4. Mr. Foster complains that, instead of following the practice formerly observed of referring direct to him (Mr. Foster) for information or explanation on all points connected with the department of accounts, Mr. Malet has, since Captain Jacob left the Rajkote agency (in January 1843), made his references to the native accountant and treasurer through the native agent.	Mr. Malet observes, that he makes references concerning accounts where he expects the quickest information; and that, although he does not remember any particular instance, he has found that Mr. Foster has been obliged, when formerly referred to by Mr. Malet for information, to obtain the same from the native department; and that it was sometimes altered, although not intentionally, in its passage through Mr. Foster, who, from his want of patience or of properly understanding the natives of the account department, has obliged Mr. Malet on several occasions to go through intricate inquiries to the delay of other business, in matters which Mr. Foster, as head accountant, ought to have been able to arrange.
No. 5. Mr. Foster states that, from the year 1820 up to the period of Captain Jacob leaving the Rajkote agency in January 1843, it had been usual for the native accountant and the treasury establishment to prefer through the head accountant (the situation Mr. Foster fills) all applications for leave either on account of holidays or sickness; but that from the latter period these applications have been made through the native agent, and that no intimation is now given to him (Mr. Foster) that leave has been granted, although his duties and those of the native accountant and the treasury establishment are with him, and his entirely with them.	Mr. Malet states, in reply to this complaint, that he cannot recollect any instance to which Mr. Foster may allude; but that it is not unlikely that, if Mr. Foster had left the office before application for leave was made, that it has been granted by Mr. Malet on application by the native agent.
No. 6. Mr. Foster states, that "instructions regarding the sale of unserviceable dead stock, &c., which, in the first instance, were hitherto given to the head accountant, as being the officer who conducted and still conducts the agency sales so far as the accounts are concerned, and by him communicated to subordinates, are now, in the first place, "given to the native agent, by him communicated to subordinates, and by them to me. ' In these and various other respects have the duties of the native agent been increased in importance, though not in labour, since Mr. Malet's appointment to the agency, at the expense and detriment of mine, without any cause or any reason whatever that I am aware of."	In reply to this complaint, Mr. Malet observes as follows: "As to the sales, I do not know what he can mean, except that, as the requisite documents from chiefs, attachment mehtas, &c., come to hand, the order is given on them; and it may have been communicated first to Mr. Foster from that order instead of direct. But he well knows that no sale ever takes place until he has received orders on the subject; and so tenacious is he (it involves a per-centage) on this subject, that he once made a formal complaint to me, that a Guzerattee sale list had been submitted to me for sanction before he had sent in his English one. It was not the case; the prices of the articles had been noted down and shown to me; but the English sale list is the only one I sign."
No. 7. Mr. Foster states, that in August 1842, having previously been employed by Captain Jacob to assist in remodelling the system on which the Mohsullee fund had previously been conducted, he was appointed by that officer sole superintendent of Mohsullee, and permitted to draw for this extra duty an allowance of 20 rupees per mensem. Mr. Foster states, that he continued to draw this allowance until the middle of September last, when he was removed from the charge as superintendent of Mohsullee, and deprived of the allowance, in consequence of his having "in a moment of great excitement and distress of mind," occasioned by "Mr. Malet's harsh bearing towards him," addressed the following letter to Mr. Malet. Mr. Foster complains, that although Mr. Malet afterwards permitted him to withdraw this letter, he accompanied such permission by an order removing him from the office of superintendent, and conferring it on Mr. Wilkinson, the head clerk, who is junior in the office to Mr. Foster:— "Sir,	Mr. Malet observes, that Mr. Foster, while assuming to himself the credit of the reforms which were introduced by Captain Jacob, has not made any allusion "to the able assistance he (Mr. Foster) has in his account department." Mr. Malet states, that when the situation of superintendent of Mohsullee was conferred on Mr. Foster, he held the same appointment that Mr. Wilkinson, the present superintendent, now fills, namely, that of head clerk, who Mr. Malet considers to be the proper person to conduct this duty. Mr. Malet at the same time observes, that he did not deprive Mr. Foster of the appointment of superintendent on his promotion from head clerk to head accountant, in consequence of his successor (Mr. Wilkinson) "being a new man, unaccustomed to such work." Mr. Malet further states as follows:—"I found it necessary to make Mr. Wilkinson superintendent while in the districts with me, so that he soon learned the duties; and, but for my dislike to deprive Mr. Foster of it altogether, should then have permanently

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Mr. Foster's Complaints—continued.

"Sir,

"I consider the tone of your reply to my explanation of yesterday quite arbitrary and unauthoritative; and I beg therefore, in sending the accompanying Mohsull chit, most respectfully to state my willingness to stand the consequences, whatever they may be, rather than yield submission to such overbearing language. I have feelings as well as the best, and I don't suppose that as a public servant holding a respectable situation, and subject to the most courteous consideration from the Government itself, that I shall be suffered to be treated in this manner. The sneer evinced in your reply regarding my feelings, would, I consider, be undignified in a Government towards the most humble of its subjects, much less in any one of its servants towards a respectable subordinate."

"Yours, &c.
(signed) *H. Foster.*"

"16 September 1845."

Mr. Malet's Explanation—continued.

permanently received the appointment, which, while he is with the Political Agent in the districts, he alone in the English department can perform."

No. 8. Mr. Foster states, that in conformity with orders issued by Government in the Financial Department in March last, the salaries of the members of the establishment attached to the Rajkote agency have been paid in the Company's rupees, instead of in the local currency as heretofore; and that, in consequence of this arrangement, the pay of Bhugwan Lal has been reduced on account of the difference of exchange from 300 sicca rupees to Company's rupees 279. 8. Mr. Foster then states, that in order to bear Bhugwan Lal harmless from this loss, Mr. Malet has, without any authority from Government, created the new appointment of "native superintendent of Mohsullee," with a salary attached to it of 20 rupees per mensem, and which he has conferred upon Bhugwan Lal. This disbursement is made from the Mohsullee fund, which is not brought on the public accounts. Mr. Foster states, that he considers this new appointment to be a sinecure, and that it has been made solely with the view of indemnifying Bhugwan Lal for the diminution in the amount of his monthly salary on account of exchange.

Mr. Malet states, that in consequence of the inconvenience arising from the change of superintendents, and from the fact that all irregularities of the Mohsuls while on duty can be detected in the Native department alone, and that in that constant vigilance and superintendence are necessary, he long since determined to make Bhugwan Lal superintendent of Mohsulee in the Native department; but that he was deterred from giving it him, in consequence of the accusations of bribery and corruption which were pending against him. Mr. Malet states that, on the acquittal of Bhugwan Lal on these charges, there was nothing to prevent his receiving this appointment; and he (Mr. Malet) therefore gave it to him, to commence from the next half-year, thereby completing the establishment in both its branches, native and English.

No. 9. Mr. Foster states, that on the death in June 1845, of Chemun Rao, a carkoon on the Mohsullee establishment, who drew a salary of 20 rupees per mensem, Mr. Malet conferred the vacant appointment on the brother of Goolabraee, the head carkoon of the First Assistant Political Agent, to the prejudice of Chemun Row, the brother and other relatives of the deceased, who applied for the vacancy, and who had a superior claim of Goolabreaee's brother, in consequence of their having performed duties without payment (as candidates) in the same department, in the hope of receiving some appointment on a vacancy.

Mr. Malet states, that Chemun Rao, the brother of the deceased, is only 12 years of age; and that, but for his extreme youth, he would have been appointed to the vacancy. That Bhugwan Lal solicited the appointment in behalf of a friend, but his request was refused, and the situation was conferred upon the cousin (and not the brother as stated by Mr. Foster) of Goolabraee, thus putting a relation of the First Assistant's ill-paid karkoon (Goolabraee) into an appointment with which his own duties are unconnected.

No. 10. Mr. Foster complains that, with the view of injuring him, Bhugwan Lal, after his appointment as native superintendent of Mohsullee, made several misrepresentations to Mr. Malet, in regard to errors having been made in entries in the English Mohsullee Register, but that for these errors he (Mr. Foster) was in no way responsible, since they had been made in the kutcheree, over which he has no control since Bhugwan Lal was appointed native superintendent of Mohsullee. Mr. Foster states that he, in consequence, strongly remonstrated against the interference,

Mr. Malet submits the following explanation on the subject of this complaint: "The irregularities noticed by Mr. Foster, as made matter of accusation against him by Bhugwanlal, did exist, and had never been reported by Mr. Foster; but as they were trifling, consisting chiefly of persons who, in strict right, should not have been on the roll, I thought it better, to prevent discord (a fruitless attempt), to pass them over. But to prevent in future any improper persons being brought on the roll, I directed that all new names which Mr. Foster might receive from

Charges of Corruption against Bhugwun Lall and others.

Mr. Foster's Complaints—continued.	*Mr. Malet's Explanation*—continued.
interference, for the future, of Bhugwan Lal in the Mohsullee department, to the extent he had exercised since his appointment as native superintendent of Mohsullee; but that instead of obtaining redress, Mr. Malet curtailed his (Mr. Foster's) authority and privileges in the Mohsullee department, and transferred the portion of which he was deprived to Bhugwan Lal.	from the kutcheree should be noticed as brought on by my order; for I had strictly forbidden any new names being put on the roll without my permission, and it was necessary that this note should be affixed to bring each to my notice. Mr. Foster knew he could, at any time, when persons might be wanting, recommend any person for entry on the roll; sure that, if good reasons against him did not exist, I should permit it."
No. 11. Mr. Foster complains that, in consequence of his having, for reasons which he attempts to show were proper, and in conformity with the general rules in force in the Mohsullee department, demurred to enter in a Mohsullee chit the name of a person called Myashunker, he received the following note from Mr. Malet: "Mr. Foster,—I wrote an order in the Mohsul book, that you were to enter the names given you from the kutcheree by my order, noting the same opposite them in the book for my information; and I am now told that Mahshunkur's name is refused by you. How is this? Enter it, and give me your reasons for your refusal. 15th. (signed) "*A. Malet.*" To this Mr. Foster returned the following reply: "Sir,—The mujmoodar told me that it was the native agent's order that the name of the Bramin should be inserted. I therefore declined inserting it; and, moreover, he was one of the rejected classes. I inserted the name before receiving your note, though I beg very respectfully to state, that I feel aggrieved having, as the head of the department in the English office, to receive my order through the Native department." On receipt of this reply, Mr. Malet issued the following order to Mr. Foster: "Mr. Foster,—Enter his name as I directed, and act for the future as I ordered in my note of Saturday. There is no cause for your feeling aggrieved." On receipt of this order, Mr. Foster states that, "in a moment of great excitement and distress of mind," he addressed to Mr. Malet the letter above noticed under the 7th head of complaint, but which Mr. Malet subsequently allowed him to withdraw. Mr. Foster complains of his having, in consequence of this note, been removed from the appointment of "superintendent of Mohsullee in the English department," and solicits that he may be restored to that situation.	In reply to this complaint, Mr. Malet states as follows: "As to Mahshunker, Mr. Foster demurred to entering his name in a Mohsullee chit, which was issued for the express purpose of obtaining payment of some balance of Mohsullee due to him from Bhudwana, where he had been on duty since 1841; and Mr. Foster, in refusing to enter his name, would have broken through an invariable rule, which is always, in default of payment, to send a man to collect the balance of his own dues. On receiving Mr. Foster's most disrespectful note, I dismissed him from the Mohsullee department, and gave him half an hour to withdraw it. He did so immediately; had he not, I should have suspended him from his appointment as head accountant, and reported the case to Government; he has now cancelled the withdrawal, and must take the consequences. The withdrawal of his note could not cause me to reinstate him in the Mohsullee department; I therefore entered in the book the order for Mr. Wilkinson, as English superintendent, who holds now precisely the appointment, that of head clerk, which Mr. Foster enjoyed when he was made superintendent. Mr. Foster's remarks on my note, in reply to his, No. 4, appear to me quite uncalled for; more especially as he must have underscored the word 'feeling' himself, for I certainly did not, and it could never call for such a reply as that which he has had the effrontery, after withdrawing, to submit to Government. I beg, therefore, that as he has cancelled by such conduct my kind intentions, the consequences may ensue; as the whole of his production is not only so extremely improper, but shows his own impropriety of conduct so glaringly, that, after its perusal, I can no longer have the slightest trust in him, nor submit to official intercourse with him. I most respectfully request his removal."
No. 12. Mr. Foster states, that in August 1844 Mr. Malet questioned him in regard to his knowledge of a person named "Man Khan," one of the parties who during the last two years has preferred accusations of bribery and corruption against Bhugwanlal, Goolabraee, and other members of Mr. Malet's native establishment. Mr. Foster states that he informed Mr. Malet that he had seen Man Khan "only the previous morning while on his ride," when this person had accosted him; in the presence of a large assemblage of persons,	On this point Mr. Malet reports as follows: "It was reported to me, that during the time Man Khan's accusation against my establishment, my head accountant (Mr. Foster) had been seen speaking to him; I warned him against mixing with such characters, and told him, I think, at the same time, that any complaint he might make of his own knowledge would be listened to with attention. Man Khan, on a reclamation made for him as a convicted thief by the Nawab of Joonaghur, was confined in default of

Charges of Corruption against Bhugwun Lall and others.

Mr Foster's Complaints—continued.	*Mr. Malet's Explanation*—continued.
persons, to the following effect: "Sir, the Sahib (meaning Mr. Malet) has sent a horseman to Joonaghur for the chopras with which I could be able to substantiate my accusations against Bhugwan Lal, the native agent. This is true; but it is no less true that, long before this was done, Bhugwan Lal dispatched two cossids post-haste to his friend and relative, Unutjee Umurchund, the minister of Joonaghur, to conceal them, and that under this circumstance I make quite certain the choopras will not be coming." Mr. Foster says that this person besought him to speak to Mr. Malet on the subject, but that in reply he recommended the applicant to submit a petition on the subject to Mr. Malet. Mr. Foster disputes the right of Mr. Malet to have put any interrogatories to him in reference to the subject of his conversation with Man Khan on the preceding morning; and states that it has always been his impression that this was done "either with a view to bring about a complaint against him (Mr. Foster), if possible, or that it might have the effect of intimidating him even in listening in future to representations of a like nature."	of obtaining security, and released on the day after I received a reply from Joonaghur to my requisition, grounded on the 3d para. of your letter, No. 3,115, October 11th (1844). There was no doubt of his guilt; but as he had been at Joonaghur since the crime, and was not seized (his former employers were then in power), I refused to give him up. As to the kosids, the only thing concerning them, which I am aware of, is that two, who had brought letters from Bhugwan Lal's family, were detained by him at Rajkote until the return of my suwar from Joonaghur."
No. 13. Mr. Foster states, that if Bhugwan Lal, the native agent, "had been actually suspended, *i. e.* if he were relieved from all duties, and restricted from attending the kutcheree, but only at the bungalow, and then only during the course of his trial, instead of being allowed, as he was, not only to attend at the kutcheree and occupy his usual seat, or gadee, but also do business of some kind, and have access to the bungalow even during holidays, as well in the absence of his accusers, and when no other karkoon attended business, I make no doubt that a number of other accusations, besides those gone into, would, as stated in Mr. Malet's letter, No. 56, dated 12th April, para. 13, have been preferred, and substantiated on the clearest evidence before an impartial tribunal."	Mr. Malet, in reply to this statement, observes as follows: "My proceedings in the case of Bhugwan Lal's suspension were reported to Government; the only new thing I perceive in it is the assertion that he was in the habit of visiting me during native holidays. I remember but one occasion, on which he came to complain that a retainer of Nooroodeen's had been heard to utter threats, from which he considered that his life would be attempted in case of acquittal." *Note.*—In the Government letter, dated the 3d July last, Mr. Malet was informed "that whilst Bhugwan Lal was under suspension he ought not to have been permitted to frequent the Political Agent's office, or to have been in any way employed by his assistant, Captain Aston."
No. 14. Mr. Foster states that the parties who were able to substantiate charges of bribery and corruption against Bhugwan Lal, "believing as they did that the door of justice was shut against them, they have, he (Mr. Foster) is aware, appealed to several officers in camp, and among them to him (Mr. Foster) supposing that from his position in the agency it was not unlikely that, like his predecessors, he had it in his power to mention their grievances to the Political Agent, but he regrets to state that this was was not the case."	Mr. Malet states that he is aware that gentlemen in camp were applied to for their interest with him, and he is also aware that in a late instance money was offered to one young officer should he obtain a favourable consideration of his suit; and that whether such a stimulus, beyond his own revengeful and ungovernable feelings, has prompted Mr. Foster to his defence of Nooroodeen and Hubeeb Khan, and his accusations, he cannot say, but it appears to him probable, more especially as Lieut.-colonel Cunninghame, who on one occasion turned out of his house a man who wished him to use influence with Mr. Malet, is not included in Mr. Foster's committee, from which Mr. Malet infers a knowledge of that fact by Mr. Foster.
No. 15. Mr. Foster states, that on the 10th April last Lieutenant Loch, superintendent of the Guicowar, was deputed by Mr. Malet to Joonaghur, for the purpose of procuring copies of accounts of a banker named Luwa Velas, and which Lieutenant Loch forwarded to Mr. Malet on the 12th of the same month. These documents, Mr. Foster states, were, he believes, called for by Hubeeb Khan, and are said to possess the clearest	Mr. Malet submits the following explanation upon this point:—"Captain Loch sent to me from Joonaghur extracts from a banker's books, and a deposition. The papers were exactly those which I had required; but so far from their containing any evidence against Bhugwan Lal and Goolabraee, they contained merely some accounts between a mehta named Anudjee Doolubjee, Hubeeb Khan, and Mahdooraee (Goola- braee's

Charges of Corruption against Bhugwun Lall and others.

Mr. Foster's Complaints—continued.	*Mr. Malet's Explanation*—continued.
clearest evidence to convict either Bhugwan Lal or both, of receiving at one time the sum of 1,000 korees, and at another time 2,000 korees, as bribes. No inquiry, however, Mr. Foster states, was made into these accusations, neither has the circumstance of Lieutenant Loch proceeding on this duty to Joonaghur been alluded to in any of Mr. Malet's reports, nor has any mention been made to Government of these extracts from the banker's accounts. Mr. Foster further observes, that it likewise appears remarkable why Mr. Malet's letter, dated 10th April, to Lieutenant Loch, calling for these extracts, and that officer's reply of the 12th of the same month, forwarding them, have not as yet been placed on office record, but that a blank place of about a side and a half has been left for their entry.	braee's brother, but not in the Government service); they were so useless that they remained with me unthought of until now, when I have placed them on record. The draft of my letter to that officer has been mislaid, but there can be no reason against its entry, and I can get it from him for that purpose when he returns from his leave."
No. 16. With his letter, dated the 4th ultimo, Mr. Foster has forwarded a statement of five distinct fresh charges against Bhugwan Lal, Golabraee, and Ametjee Amurchund, karbaree of Rajcote, of their having received bribes on the occasions therein mentioned to a very considerable amount. Mr. Foster observes, that none of these charges have ever been investigated, and he is willing to stake his situation, that if Government will suspend Bhugwan Lal and Golabraee, and order a committee composed of the officers named in the margin,* or, if more convenient, of Captain Lang, the Political Agent in the Mahee Caunta, to investigate these charges, he will be able to substantiate them, together with his complaints against Mr. Malet above noticed, to the satisfaction of Government; or in default, he is willing "to stand the just penalty of being deprived of his appointment, and the disgrace of dismissal." An outline of each of these charges accompanies Mr. Foster's letter of the 4th ultimo.	Mr. Malet has reported upon each of the charges seriatim in the 9th to 14th paras. of his letter dated the 3d instant, No. 180. Mr. Malet states his belief that the first three charges mentioned in Mr. Foster's statement are entirely groundless; refutes in the most unqualified terms the fourth charge, but in regard to the fifth charge, in which Mr. Foster accuses Bhugwanlal and Goolabraee of having each received, in the early part of 1842, bribes stated to amount to 6,000 korees, Mr. Malet does not appear to have given a very clear report.

* 1. Lieut.-colonel Stalker.
2. Major Down.
3. Lieut. L. M. Valiant.

3. In two subsequent letters, dated the 7th and 10th instant, which Mr. Malet has not seen, Mr. Foster has advanced several further complaints against Mr. Malet, both of a personal and public nature. In the former of these letters, Mr. Foster complains of Mr. Malet having, on the 4th instant, addressed a letter to him to the effect quoted in the margin,† and of that gentleman having set an inquiry on foot for the purpose of ascertaining whether Mr. Foster has at any time received visits from Shet Nooroodeen, or had interviews with that person at his own house. In the latter communication, Mr. Foster alleges that a difficulty at present exists for suitors to obtain access to the Political Agent, "occasioned," he states, "probably by parties holding employment in the agency, to serve some selfish or other end." Mr. Foster, in support of his statement, alleges that in January last a suitor who despaired of obtaining access to Mr. Malet, had recourse "to the desperate expedient of oiling himself and his clothes, and of setting himself on fire" in the Agency compound, in order to attract the notice of Mr. Malet.

† *See* below.

4. Mr. Foster further states, that if a committee be appointed to investigate his complaints and accusations against Bhugwan Lal and Goolabraee, he will endeavour to prove other charges of bribery and corruption against those persons.

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† No. 728 of 1845.

"Mr. Foster,

"I have received from Government for my report, your letters of the 1st and 4th October, from which I find that you are in the habit of listening to complaints against my native establishment; I therefore send you this peremptory order that you will confine yourself to your particular duties as head accountant, and on no account visit or receive any visits from natives, nor listen to any complaints whatever until the orders of Government on the subject of your two letters above alluded to, may be made known to you.

(signed) "*A. Malet*,
"Political Agent."

"Noanuggur, 4 November 1845."

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sons. Mr. Foster at the same time states, that since Government lately referred his statements to Mr. Malet, he has been subject to more severe treatment and restrictions than were adopted towards Bhugwanlal when the late investigation into the charges made against that individual was in progress, and that (his) Mr. Foster's usual routine of office business has been altered since he submitted his statement to Government. Finally, Mr. Foster solicits that his complaints against Mr. Malet, and his accusations against Bhugwanlal and Golabraee, may meet with a just and patient hearing, and that in order to vindicate himself he may be furnished with copies of Mr. Malet's reports on his (Mr. Foster's) statements.

(signed) *J. P. Willoughby*,
Chief Secretary.

No. 510.

MINUTE by the Honourable the Governor, concurred in by His Excellency the Commander-in-Chief.

IN circulating these papers I have only a few remarks to make with reference to the accompanying precis.

1. It is certainly to be regretted that Mr. Malet, on discovering the erroneous nature of the belief under which he had penned his letter to Mr. Foster, did not at once acknowledge that Mr. Foster was not, as he had been led to suppose, chargeable with negligence and unacquaintance with his work. At the same time, after reading Mr. Malet's explanation, I think that Mr. Foster might have been quite satisfied with the subsequent approbation of Mr. Malet, from whose mind the allusion to dismissal had then probably passed away.

2. I do not see why Mr. Foster should have urged as a grievance the matter noticed under this head.

3. From Mr. Malet's explanation of this third head of grievance, it is evident that he censured Mr. Foster under an impression subsequently found to be erroneous, that he had committed a great irregularity. I have already observed, that it would have been better if Mr. Malet, on discovering his error, had acknowledged it to Mr. Foster, from whose mind, however, all ground of dissatisfaction should have been removed by Mr. Malet's expression of his approbation when he returned to Rajcote.

4. This would have been better answered by reference to instances in which Mr. Malet had experienced the inconvenience to which he refers; but his explanation seems satisfactory, and Mr. Foster's complaint frivolous.

5. This likewise is a frivolous complaint, even if it be well founded, for the head of an office must exercise his own discretion in such matters.

6. The remark I have made with regard to the fifth head of grievance applies also to this, and I think that Mr. Malet's explanation is quite satisfactory.

7. The tone of Mr. Foster's letter alluded to under this head is, in my opinion, exceedingly improper and disrespectful. Mr. Malet's explanation I consider to be quite satisfactory.

8. It is perhaps a pity that Mr. Malet should just at that juncture have made an addition to Bhugwan Lall's salary without reference to Government, and from the Mohusulee fund; but his explanation seems satisfactory, and the matter was clearly one with which Mr. Foster had no concern, and his allegation of such a charge against his superior officer is therefore highly improper.

9. This is a very objectionable and underhand charge of Mr. Foster; and in his manner of adducing it he has been virtually untruthful, by omitting to notice essential particulars bearing against his own statements. It shows the acrimony with which he has been hunting for accusations against Mr. Malet, and how he has constituted himself a judge and critic of the acts of his superior in a very unauthorised manner. The petty appointment referred to was vested in the Political Agent to confer upon whomsoever he deemed most fit.

10. This

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10. This charge does not seem to be specially answered in Mr. Malet's reply, though his general explanation is just, and the accusation itself is so vague and undefined that further inquiry would be difficult, and seems unnecessary.

11. The score under the word feeling in Mr. Malet's order here alluded to, which the Political Agent says he did not make, should certainly not have been added by any one else, or having been so, this should have been explained. The addition gives to the note a character which was not designed, and need not have been attributed. Mr. Foster's reply is most highly disrespectful.

12. The explanation of this point seems quite satisfactory, if indeed any was needed, for it required some ingenuity to find any cause of grievance in the matters reported by Mr. Foster; this complaint, therefore, against the head of his department is a further instance of the impropriety of Mr. Foster's conduct.

13. The extract from one of the Board's letters to Mr. Malet contained in the note to this charge expresses my sentiments on the point to which it refers. The concluding clause of Mr. Foster's statement contains a most improper and unjustifiable insinuation against the proceedings of the Political Agent, and is a further evidence of Mr. Foster's rancour.

14. These insinuations of dishonesty, bearing as they do on mere vague rumour and reports, are exceedingly culpable, and, moreover, quite irrelevant to the matter in hand; if, however, they were to be made at all, they should not have been made loosely and without precision, but instances should have been quoted which appeared to support the view offered by the accuser; as it is, they are quite indefensible.

15. It is to be regretted that Mr. Malet did not at once record the papers here alluded to, which he certainly should have done. His explanation, however, of the circumstances is satisfactory, and serves to show the recklessness with which Mr. Foster has founded complaints on matters of which he is quite ignorant, and the little care he has taken to assure himself of the truth of his assumptions.

16. If the subject of this number is to be entered upon at all, it must be in detail, and by judicial inquiry. I beg to be favoured with Mr. Reid's opinion as to the manner in which we should dispose of it, whilst it is our duty to uphold the character and respectability of our native servants, statements affecting their integrity should always, in my opinion, be investigated if coming from a source entitled to credit.

17. The observation I have applied to the last head is applicable also to the matter noticed in the two concluding paras. of the within memorandum.

18. The most serious of all the charges advanced against Mr. Malet seems to me to be that contained in a marginal note to para. 4 of Mr. Foster's first letter. I am not aware that it is specially alluded to by Mr. Malet, nor is it quoted in this precis; it is, however, touched by the explanation in regard to No. 15, but may require further notice.

19. On the whole, after carefully considering the several allegations and replies contained in these papers, I have been led to the conclusion that Mr. Foster's conduct in the matter is quite inexcusable.

20. In many instances his complaints are quite frivolous, and merely vexatious (Nos. 4, 5, 6. 12); and in many others exceedingly disrespectful and insobordinate (Nos. 7, 8, 9. 11. 13, 14, 15).

21. His letter to Mr. Malet, referred to in para. 11, and his subsequent insinuations against that gentleman's general character and the justice of his decisions in some late inquiries, render it, in my opinion, impossible that he should longer be left on the establishment of the Political Agency.

Before offering any final opinion on this point, however, I shall be glad to be favoured with the opinion of my colleagues.

6 December 1845. (signed) *G. Arthur.*
T. M'Mahon.

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No. 511.

MINUTE by the Honourable Mr. *Crawford.*

I CONCUR generally in the view taken by the Honourable the President of this case, but will await the opinion he desires to receive from Mr. Reid on the matter adverted to in the 16th and 17th paras. of this minute before offering any myself as to our future course respecting them. Supposing, however, all Mr. Foster's allegations of corruption in the native establishment of the Rajkote Political Agency to be proved, it would not justify Mr. Foster's offensive and ill-founded representations against Mr. Malet, and I think it quite impossible that he can be allowed to remain on the establishment of that Agency any longer.

Monday, 8 December 1845. (signed) *J. H. Crawford.*

No. 512.

MINUTE by the Honourable Mr. *Reid.*

THIS is one of those cases which it is extremely difficult satisfactorily to dispose of, since while it is impossible, in my opinion, to found proceedings on such vague and evidently tainted information as that given by Mr. Foster, it is at the same time desirable to avoid even the appearance of rejecting what may really be valid charges against the parties named. But I think, after giving the subject full consideration, that, as the matter is at present before us, no judicial inquiry whatever is called for.

2. It is obvious that Mr. Foster has imbibed the most rancorous feeling against his superior, Mr. Malet, and certain members of his establishment, in consequence of some fancied slights which have been put upon him, and his having been deprived of a petty office, and that he has set himself up as the redresser of grievances, and the receptacle of the complaints of all unsuccessful parties whose affairs may have come under the control of the Agency.

3. In no country, perhaps, are there more petty disputes which require for their settlement the interference of the British authorities, than in the district of Kattewar. The numerous chiefs of that province have constant causes of disagreement, either within their own estates and families, or with their neighbours on every side. The decision of such cases must give to our native agents great opportunities of benefiting, and I dare say few cases occur in which the unsuccessful party does not declare (whether truly or falsely) that his ill success is owing to those agents having been corrupted by his adversary. Any one, therefore, becoming a ready listener to such complaints, would no doubt be soon able to compile a volume of them, especially if he was notoriously at variance with the native agents, and in such a position that he could hold out to the parties resorting to him the prospect of being able, through his means, to procure a hearing of their version of the story before another tribunal. But information from such a source, I think, the Government should at once reject.

4. Parties aggrieved by any acts of Mr. Malet, or desirous of accusing his subordinates of malpractices, are at perfect liberty to prefer their own complaints either to the agent, or direct to Government. It would be the height of injustice, on the information of a third party, wholly unconnected with the affairs which he takes upon himself to represent, and who is a complainant from avowed motives of hostility, to listen to rumours and fabricated stories, and to suspend from their situations the men whom it is the expressed object of the informant to ruin, or to take the cognizance of charges against them, (even supposing such to have been properly preferred,) out of the hands of the agent, and to place it in those of a separate office, or of a commission.

5. Mr. Foster's statements abound in the expressions "it is said," and "it is believed," and in assertions that such and such facts "will be found" if certain papers are examined, or certain persons questioned. He can have no personal knowledge of the facts he alleges. He has evidently joined a party in opposition to the native officers whom he accuses, and has been tutored by his associates to embody in a connected detail the thousand rumours which abound in

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this hotbed of plotting and intrigue. The statement of cases accompanying his letter of the 4th of October last, has the appearance of being a translation of a native document, or of having been taken down from the narration of a native. The facts are exactly such as would be assigned by losing parties as the causes of their ill success, or would occur to others who were mere spectators of the events passing in these petty native states, where a party is one day in power and the next in disgrace, and where no one is supposed to gain his ends without the exercise of those arts of corruption and intrigue which seem especially to thrive in that part of the country.

6. I would therefore inform Mr. Foster, that the Government altogether declines to receive from him any representations on matters in which he is not personally concerned, and that any individuals aggrieved, by the acts of Mr. Malet or his native establishment, or desirous of bringing forward charges against them, will receive redress on making their cases known to the Political Agent or the Government.

7. I entirely concur in the opinion of the Honourable the President and Mr. Crawford, that Mr. Foster cannot be permitted to retain his situation in the office of the Political Agent. His behaviour has been so utterly void of respect to his official superior, his feelings of rancour and malignity so unhesitatingly displayed, and his abuse of his position as a servant of Government, in lending himself to the factious intrigues of disappointed suitors, so palpable, that he cannot, in my opinion, be too soon removed from the Rajkote establishment. I would not declare him incapable of employment elsewhere, but I would not appoint him to any other office, as I think it would be unfair to any head of a department to place under him a man of whose reckless and improper conduct we have such a display before us.

8. I wish Mr. Malet had been more explicit in his remarks on the cases submitted. He should have given the fullest explanation upon each, noticing those facts which are admitted, and explaining his motives in each stage of his proceedings. He may perhaps have thought that accusations dictated by such rancorous animosity as that exhibited by Mr. Foster, deserved no further notice than that he has given them. But it is a prudent precaution at least to listen to all information, however obtained; and although (as in the present instance) it may not be such as to justify the institution of formal proceedings, yet it may deserve to be carefully scrutinised, and may point out the path by which a knowledge of the truth may be attained.

18 December 1845. (signed) *L. R. Reid.*

FURTHER MINUTE by the Honourable the Governor.

No. 513.

I CONCUR with my colleagues in regard to the propriety of Mr. Foster's removal from the establishment of the Rajcote Agency.

It will not be necessary to prohibit his re-employment in any Government office, but I agree with Mr. Reid, that we should not, for the present at least, provide him with another situation.

Even should no regular investigation be ordered into the charges preferred by Mr. Foster against the natives on the Agency establishment, I would not wish to inform him "that we altogether decline receiving from him any representations on matters in which he is not personally concerned." It is for the interest of Government that its public offices should not be filled with corrupt men; and if Mr. Foster should be able to show good evidence of any acts of criminality on their part, we should not, I think, be justified in omitting to assure ourselves of the purity of those whom we employ.

It might therefore be sufficient to remind Mr. Foster, that all aggrieved parties in Kattywar, as elsewhere, may make their own appeals to Government, and obtain redress in the usual way, and that his interference as an accuser can only be justified by the simultaneous production of satisfactory evidence of the guilt he alleges, and by specification in every such instance of all localities, names,

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names, and dates which may be requisite to afford the means of bringing each particular charge home to the accused in every particular case.

I shall be glad, however, to hear Mr. Crawford's opinion, which he expressed himself prepared to give on receipt of Mr. Reid's observations.

19 December 1845. (signed) *G. Arthur.*

No. 514.

FURTHER MINUTE by the Honourable Mr. *Crawford.*

MR. REID has entered so fully into this case, and taken, I think, so correct a view of it, that I really have nothing to add to what he has said on the matters before us.

I am afraid that the adoption of the course proposed in the last para. but one of the Honourable the President's Minute, would produce a repetition of Mr. Foster's complaints, ending in nothing when they came to be sifted, and had occupied much valuable time that might be far more beneficially appropriated, and I am therefore disposed to adopt Mr. Reid's recommendation throughout. Complaining parties will have no difficulty, I apprehend, in obtaining Mr. Foster's zealous co-operation in placing these alleged grievances before Government in their own names, if they desire to become applicants for its assistance; and if they do not desire our aid under such personal responsibility, as to the justice of their complaints, as direct complaint would impose on them, I do not think the unsolicited and unrequired interference of another party would induce them to bring forward evidence, even if existing, to support Mr. Foster's proceedings in their behalf. I cannot, therefore, apprehend any real mischief from discarding Mr. Foster's representations hereafter.

19 December 1845. (signed) *J. H. Crawford.*

No. 515.

FURTHER MINUTE by the Honourable the Governor.

I WAS not aware that Government or any authority could, with propriety, decline to receive from any quarter any charge against one of its servants which might be supported by adequate evidence.

I was therefore unwilling to make such an intimation in the present instance.

From the first para. of his Minute, it appeared to me that Mr. Reid saw the difficulty in the same light.

20 December 1845. (signed) *G. Arthur.*

No. 516.

FURTHER MINUTE by the Honourable Mr. *Crawford.*

I HAVE nothing to add to my former Minutes.

20 December 1845. (signed) *J. H. Crawford.*

No. 517.

FURTHER MINUTE by the Honourable Mr. *Reid.*

I CONSIDER it incumbent on every servant of Government, whatever may be his rank or station, to give information of malpractices which he may be aware of as going on in the branch of the service to which he may be attached, and it is far from my wish to discourage such exposures. But I do not think we should give encouragement to a servant who may, from motives of private revenge, and not from a pure sense of duty, bring charges against his fellows, or impugn the conduct of his superior in matters in which he has no concern, and of which he can have no cognizance except from the dictation of parties, who, if they have real causes of complaint, are not in any way precluded from

themselves

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themselves advancing them. On these grounds I founded my opinion that Mr. Foster's interference ought to be altogether rejected; had his motives been honest; had his information depended on his own personal knowledge, or been forced upon him from his position, instead of having been, as was evidently the case, sedulously sought out from exceptionable quarters, and taken mainly from disappointed adversaries of those whom he accused; and had he (as was undoubtedly his duty) represented the facts with an honourable purpose to Mr. Malet, and failed to obtain from him that hearing which he conceived the circumstances to demand, I should have viewed his conduct in a light the very opposite from that in which I now do, and, instead of censure, I should have considered him justly entitled to commendation, as one who, from a conscientious sense of duty as a servant of Government, had imposed on himself a dangerous, invidious, and disagreeable task.

I still, therefore, think that Mr. Foster should be informed as I suggested in my former Minute. I have no doubt, if there is any truth in the charges he has alleged, that they will still come before us in such a shape that we may rightly enter upon their investigation; if, on the other hand, they have their origin in disappointment, revenge, or other unworthy motives, we shall probably hear no more of them.

20 December 1845. (signed) *L. R. Reid.*

No. 518.

FURTHER MINUTE by the Honourable the Governor.

THE opinion of the majority should now be acted upon as the decision of the Board.

31 December 1845. (signed) *G. Arthur.*

No. 519.

Government, No. 188 of 1845.—General, No. 743.—Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to my order to Mr. Foster, my head accountant, No. 728, dated 4th instant, a copy of which was transmitted in my letter No. 182 of the same date, I have the honour to transmit a copy of a letter from Captain Aston, of the 7th; copy of one from the same officer of the 8th is also sent.

2. You will perceive by the first letter, for it appears to me that the Mohsullee Sepahee's statement in connexion with what Mr. Barr observed, is worthy of credit, that my order has been entirely disregarded; however, I shall take no steps on this in consequence of the reference already made to Government.

3. You will also see from both letters the use that is made by Mr. Foster of having a new house for natives to come and look at; Keta Wora goes to see the house, in reality to ask for payment of money; Goostadjee is invited to look at the house, in reality to be spoken to concerning business; thus also it may be inferred go the "lots of natives" alluded to by Mr. Foster, who pass through, though from the small size of the compound, and there being roads all round it, no natives knowing Mr. Foster's temper would enter his compound merely to look at what they could see equally well from the outside.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency,
Nowanuggur, 13 November 1845.

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Enclosure No. 1, to Government Letter, No. 188, dated 13 November 1845.

From Captain *H. Aston*, First Assistant Political Agent, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

WITH reference to your orders to Mr. Foster respecting visiting and receiving visits from natives which was delivered to him yesterday, I have the honour to report as follows:—

2. Mr. Barr mentioned to me this morning, that in his ride or walk before breakfast, he noticed some natives at Mr. Foster's house; their horses were about the compound, and the respectability of their appearance indicated that they could not be connected with any works he was carrying on.

3. Goolabraee, my karkoon, on his arrival, observed spontaneously that the parties were assembled this morning at Mr. Foster's house before breakfast. There were Nooroodeen himself and Imam Bukhs, the foujdar, and Israeel the Jew, and Kheta Wora was in the compound. This had been mentioned to him by a mohsullee sepahee, who had gone to Mr. Foster's, and who met Kheta Wora in the compound; and Kheta Wora himself came to Goolabraee's house at nine o'clock this morning, and said that he had been to Mr. Foster's this morning, but that it was about Wukut Sha's money; that is, Goolabraee remarked in explanation, the 5,000 rupees borrowed from Wukutsha, not the other 2,000 rupees borrowed from the other sahookar; and Kheta Wora said that Mr. Foster had been angry with him for coming.

4. Upon this, I wrote the following to Mr. Foster: "With reference to Mr. Malet's order sent to you yesterday, some respectable natives were observed at your house this morning. Please to let me know who they were, and the object of their visit;" and Mr. Foster replied as follows: "Except my servants and workmen, and a shroff who called to see me on my private business, I know of no natives who came to my house this morning.

"Lots of natives pass through my compound merely to see my house, as it is a new building, and I have no wish to keep them out, though it is seldom I ever find it necessary to talk to them."

5. I now sent for the mohsullee sepahee above alluded to, and inquired regarding his movements of this morning. He said he had been early, about seven o'clock, to make his salam to Mr. Foster, for he had formerly been employed in the office under him; and when he came up to the house, he heard persons talking within, whom he recognised by their voices to be Nooroodeen, Imam Bukhs, and Israeel, besides Mr. Foster; so he stood still while they continued to converse; and he heard their names severally repeated by these persons in speaking one to another. In particular, he distinctly heard Imam Bukhs request or intimate to Nooroodeen that he must take Mr. Foster's small pair of bullocks; and that as to their voices he could not possibly be mistaken, as he has been much about our office and kucherees, and has had ample opportunity of hearing them; nor could he be mistaken as to Imam Bukhs' turban, as he is in the habit of seeing him every day. Mr. Foster, he said, came out of the door while he was standing near, and demanded what he wanted, and he replied that he had come to make his salam. He replied, that he was not to come there, but to go the office. At this time, while he was going away, Kheta Wora arrived, and Mr. Foster asked him also what he wanted. He said he had come to see the house. Mr. Foster told him not to come; but Mr. Foster and Kheta Wora remained talking together outside the house for some minutes, while the mohsullee sepahee remained near a neighbouring well, until Kheta Wora joined him on his return, and they walked back together to the town, for Kheta Wora had no horse with him. The name of this mohsullee sepahee is Gugjee.

6. It is possible that the natives seen by Mr. Barr may have passed through the compound unknown to Mr. Foster. It is possible that the horses seen in the open space before Mr. Foster's compound may have belonged to persons who had no interview with him. It is possible that this mohsullee sepahee reported what he thought might bring him into notice without adhering to the truth. But this is for your consideration. I have deemed it my duty to bring the foregoing circumstances to your notice.

I have, &c.
(signed) *H. Aston*,
First Assistant Political Agent.

Rajcote, 7 November 1845.

(True copy,)
(signed) A. Malet, Political Agent.

Enclosure No. 2, to Government Letter, No. 188, dated 13 November 1845.

From Captain *H. Aston*, First Assistant Political Agent, to *A. Malet*, Esq., Political Agent, Katteewar.

Sir,

I SHOULD have mentioned, in continuation of my letter of yesterday, but for want of time, that Mr. Foster had been seen a little more than a month ago by Goostadjee, at his house, with some bhoomeeas sitting about him, and he writing at his desk; when he heard expressions used, such as that they had complained to Malet Saheb and Aston Saheb, but without effect; Goostadjee had gone to make his salam, and Mr. Foster on seeing him, said that he was busy and sent him away.

2. Mr.

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2. Mr. Foster told Goostadjee to come to look at his house during the Deewalee holidays*; he went, and after looking about the house, Mr. Foster accused him of having given intelligence of his having sent a packet or packets to Bombay. He denied it, and said that there could be no ground or reason for his accusing him in particular, as the matter was publicly spoken of in the bazaar, and by the native officers of the regiments; Mr. Foster repeated that he was sure that he had told; and in particular, that he had mentioned it to Aston Saheb; this he denied. Mr. Foster repeated the accusation once afterwards in the office, and since then, for some trifling cause he threatened to have him turned out of the office. Mr. Foster also told him, that in consequence of his having so given information, he had written to the postmaster, or rather that he had written the draft of a letter for the post-office clerk, to address in complaint. This will of course recall to you the letter received some time since from the postmaster, in which he states that the post-office clerk had written a letter complaining to him of Goostadjee's having given intelligence relating to post-office letters. Goostadjee, as you are aware, wrote denying this, giving reasons why the post-office clerk sent in this accusation, and asking for an investigation.

3. The above information is from the statement of Goostadjee himself, who you know is a Parsee of very respectable connexions, of good character, living with his relations, one of the Parsee shopkeepers in the bazaar.

I have, &c.
(signed) *H. Aston,*
First Assistant Political Agent.

Rajkote, 8 November 1845.

(True copy.)
(signed) A. Malet, Political Agent.

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* 28, 29, 30, and 31 October.

No. 250.

MINUTE by the Honourable the Governor, concurred by His Excellency the Commander-in-Chief and the Honourable Mr. *Crawford.*

MR. FOSTER's disregard of his superior's orders is very culpable.

I have lately circulated a Minute in which I have recorded my opinion that it is impossible to permit Mr. Foster to remain in his present situation.

I circulate this that these papers may be considered in connexion with the former proceedings.

(signed) *G. Arthur.*
T. M'Mahon.
J. H. Crawford.

13 December 1845.

No. 236 of 1845.

No. 521.

From *J. P. Willoughby*, Esq., Chief Secretary, to *Arthur Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letters, dated the 3d November last, No. 179 and 180, reporting upon two representations, dated the 1st and 4th of the preceding month, from Mr. Henry Foster, head accountant to the Katteewar Political Agency, the former containing complaints against yourself, and the latter advancing charges of bribery and corruption against members of your native establishment.

2. The complaints against yourself may be summed up as follows:

1st. That in February 1844, you addressed Mr. Foster a letter, censuring him for a fault he had not committed, and threatening him with dismissal on a repetition.

2d. That you sent this letter to Mr. Foster unsealed.

3d. That since January 1843, you have made references on points connected with the department of accounts to the native agent, instead of to Mr. Foster, as had heretofore been customary.

4th. That you have latterly ordered applications for leave, &c., from native members of your establishment, to be made through your native agent, instead of through Mr. Foster as previously.

5th. That you have latterly entrusted that portion of Mr. Foster's duty regarding the sale, dead stock, &c., to the native agent.

6th. That

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6th. That you have deprived Mr. Foster of the office of superintendent of Mohsullee, in consequence of his having, in a moment of great excitement, written an improper letter to you.

7th. That you have, without authority from Government, created the new appointment of a native superintendent of Mohsullee on a salary of 20 rupees per mensem, for the purpose of conferring it upon Bhugwan Lall, your native agent.

8th. That on the death of a carkoon in the Mohsullee department you conferred the vacant situation on the brother of Goolabraee, a member of your establishment, to the prejudice of the deceased's relations.

9th. That you have curtailed Mr. Foster's authority and privileges in the Mohsullee department, and transferred the portion of which he was deprived to Bhugwan Lall.

10th. That you addressed Mr. Foster an uncourteous and harsh letter, in consequence of his having represented to you that he felt aggrieved at receiving orders from you through the native agent.

11th. That you interrogated Mr. Foster in regard to the nature of a conversation which he had with a person named Mankhaun.

12th. That you allowed Bhugwan Lall, while under suspension, to have free access to the Political Agent's office, and thereby prevented persons from bringing other charges against him, which could have been substantiated before an impartial tribunal.

13th. That parties willing and able to substantiate charges of bribery and corruption against Bhugwan Lall are unable to obtain a hearing from you.

14th. That certain documents obtained from Joonaghur, containing evidence confirmatory of the charges against Bhugwan Lall, were not brought on record, nor the circumstance reported to Government.

3. The Honourable the Governor in Council having taken your explanations on these complaints into consideration, desires me to communicate to you the following observations:—

4. The Governor in Council regrets that you did not, on discovering the mistaken impression under which you had written to Mr. Foster the letter alluded to in the first instance of his complaint, at once acknowledge that he was not, as you had been led to suppose, chargeable with negligence on the occasions alluded to, and with ignorance of his duties. On the other hand, however, all ground of dissatisfaction ought to have been removed from Mr. Foster's mind by the expression of your approbation with his conduct on your return to Rajkote from the districts.

5. Government can see no sufficient reason for Mr. Foster's urging as a grievance the circumstance forming the second instance of his complaint.

6. The third instance of Mr. Foster's complaint would, in the opinion of Government, have been better answered by your referring to the occasion in which you had experienced the inconvenience to which you allude. The Governor in Council, however, considers your explanation on this head satisfactory, and that Mr. Foster's complaint is frivolous, as are also the fourth and fifth instances, even if well founded, since the head of an office must exercise his own discretion in cases of the nature alluded to.

7. Your explanation on the 6th instance of Mr. Foster's complaint is satisfactory, and the tone of his letter alluded to is, in the opinion of Government, both exceedingly improper and disrespectful.

8. With reference to the 7th instance of complaint, although your explanation is quite satisfactory, the Governor in Council regrets that at the period alluded to, you made an addition from the Mohsullee Fund to Bhugwan Lall's salary without previous reference to Government. It is clear, however, that Mr. Foster had no concern with this arrangement, and his having therefore made this a source of complaint against his superior officer is highly improper.

9. The 8th complaint is a very objectionable and underhand charge, since you had a right to confer the petty appointment alluded to upon any individual

you

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you considered best fitted for it. In the manner, moreover, in which Mr. Foster has advanced this charge, he has been virtually untruthful, by omitting to notice essential particulars bearing against his own statements. It at the same time shows the acrimony with which he has been searching for accusations against you, and that he has constituted himself a judge and critic of the acts of his official superior in a very unauthorised and unusual manner.

10. The 9th instance of complaint is not specially answered in your reply, but your general explanation is considered just. The accusation itself is too vague and undefined to call for further inquiry.

11. With reference to the 10th complaint, I am desired to observe that the score under the word "feeling" in your letter to Mr. Foster, which you state you did not make, should certainly not have been added by any one else, or having been so, this should have been explained. This addition gives to that letter a character which was not designed, and ought not to have been attributed. The Governor in Council considers Mr. Foster's reply to your letter to have been highly disrespectful.

12. Your explanation on the 11th complaint is quite satisfactory, and Mr. Foster's disrespect in advancing such a charge against the head of his department is a further exemplification of the impropriety of his conduct.

13. With reference to the 12th complaint, I am desired to refer you to Mr. Secretary Townsend's letter, dated the 3d July last, informing you "that whilst Bhugwan Lall was under suspension he ought not to have been permitted to frequent the Political Agent's office, or to have been in any way employed by your assistant, Captain Aston." The Governor in Council still retains this opinion, but he considers that the concluding clause of Mr. Foster's complaint under this head contains a most improper and unjustifiable insinuation against your proceedings.

14. The insinuations in the 13th complaint are founded on mere vague rumours and reports, and are highly reprehensible. In making this complaint Mr. Foster, instead of dealing in generalities, should have stated the particular persons to whom he alludes, and on what occasions you had, as he alleges, refused to pay attention to their representations.

15. The Governor in Council regrets that you did not at the time record the papers alluded to in the 11th instance of Mr. Foster's complaint, and which you certainly ought to have done. Your explanation, however, is satisfactory, and shows the recklessness with which Mr. Foster has founded complaints on matters of which he is quite ignorant, and the little care he has taken to assure himself of the truth of his assumptions.

16. With his letter of the 4th October last, Mr. Foster has submitted a statement of five fresh charges against your native agent, Bhugwan Lall, Goolabraee, a carkoon of your establishment, and a karbaree named Ametjee Amerchund, of their having received bribes on the occasions therein mentioned to a very considerable amount.

17. From the tenor of Mr. Foster's statement, and your explanations thereon, it is obvious to Government that he has imbibed a rancorous feeling against yourself, and certain members of your establishment, in consequence of some fancied slights; with the view therefore of indulging this feeling, Mr. Foster wishes to constitute himself a redresser of grievances, and a referee for the complaints of all unsuccessful parties whose affairs may have come under the control of the Agency.

18. The Governor in Council is aware that in few countries more petty disputes exist which require for their settlement the interference of the British authorities than in Katteewar. The numerous chiefs of that province have, it is well known, constant causes of disagreement, either within their own estates and families, or with their neighbours, on every side. The decision of these cases must give to the native agent occasional opportunities of benefiting himself, and but few cases occur in which the unsuccessful party does not declare (whether truly or falsely) that his ill success is owing to the circumstance of the native agent having been corrupted by his adversary. Any person

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person, therefore, becoming a ready listener to such complaints, could, no doubt, find ample employment, especially if he were notoriously at variance with the native agent, and in such a position that he could hold out to the parties resorting to him any prospect of being able, through his means, to procure a hearing of their own versions of their case before another tribunal.

19. The Governor in Council is of opinion that Government should at once reject all information coming from such a source. Parties aggrieved by any act on the part of the Political Agent, or desirous of accusing his subordinates of malpractices, are at perfect liberty to prefer their complaints either to the Political Agent or to Government direct. It would clearly be the height of injustice on the information of a third party, wholly unconnected with the affairs which he takes upon himself to represent, and who is complainant from avowed motives of hostility, to attend to rumours and fabricated stories, and to suspend from their situations the men whom it is the expressed object of the informant to ruin, or, as requested by Mr. Foster in the present case, to take the cognizance of charges against them, out of the hands of the Political Agent, and to place the investigation in those of a separate officer or of a commissioner.

20. Mr. Foster's statements are rendered the more valueless from their abounding in the expressions, "it is said," and, "it is believed," and in assertions that such and such facts "will be found" if certain papers are examined, or certain persons questioned. He can therefore have no personal knowledge of the facts he alleges, though he has apparently joined a party in opposition to the native functionaries whom he accuses, and has been tutored by that party to embody in a connected detail the numerous rumours which abound in Katteewar.

21. The "Statement of Cases" forwarded by Mr. Foster has to Government the appearance of being the translation of a native document, or of having been committed to writing from the narration of a native. The circumstances mentioned are precisely such as would be assigned by unsuccessful suitors as the causes of their ill success, or as would occur to others who were mere spectators of events passing in these petty native states, where a party is one day in power and on the following in disgrace, and where amongst those unacquainted with the purity of British justice, no one is supposed to gain his ends without the exercise of those acts of corruption and intrigue which unfortunately seem especially to thrive in Katteewar.

22. The Governor in Council considers that it would have been more satisfactory if you had been more explicit in your remarks on the charges preferred by Mr. Foster against the native portion of your establishment above alluded to, and given the fullest explanation upon each charge, noticing those facts which are admitted, and explaining your motives in each stage of your proceedings. Under all circumstances, however, I am desired to inform you that after giving the subject full consideration, the Honourable the Governor in Council is not of opinion with reference to the information at present before Government, that any judicial inquiry is called for in regard to these charges.

23. In consequence of the insubordinate conduct of Mr. Foster, as proved from the papers now before Government, and the offensive and unfounded imputations which he has cast upon your character as his superior, Government can no longer permit him to remain on your establishment. The Honourable the Governor in Council accordingly directs that Mr. Foster be removed from his situation, and his name be expunged from the list of your office establishment on receipt of this letter.

24. A copy of my letter of this date to Mr. Foster is enclosed for your information; if you will please to inform him of the decision of Government removing him from his situations in your office.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 15 January 1846.

Charges of Corruption against Bhugwun Lall and others.

No. 522.

No. 237 of 1846.

From *J. P. Willoughby*, Esq., Chief Secretary, to Mr. *Henry Foster*, Rajkote, Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letters, dated the 1st and 4th October and the 7th and 10th November last, the two former to the address of Mr. Erskine, private secretary to the Honourable the Governor, and the two latter to the address of his Honour, complaining against your superior, Mr. Malet, the Political Agent in Katteewar, in the instances therein detailed; and also preferring several charges of bribery and corruption against members of the native establishment of that Agency.

2. In reply, I am desired to inform you, that the Governor in Council declines to receive from you any representations on matters in which you are not personally concerned, and that any individuals who consider themselves aggrieved by the acts of Mr. Malet, or by any members of his native establishment, and are desirous of bringing forward charges against them, will have every proper attention paid to their representations, on their appealing for redress either to the Political Agent or to Government direct.

3. The Governor in Council, after the fullest inquiry into your charges against Mr. Malet of harsh and uncourteous treatment towards yourself, and your animadversions on his official conduct, is satisfied that your complaints are both unfounded and vexatious, while your conduct towards that gentleman, as your official superior, has been disrespectful and insubordinate.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle,
15 January 1846.

No. 919.

Extract Bombay Political Consultation, 4 February 1846.

Government, No. 1 of 1846.—General, No. 1.—Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq. Chief Secretary to Government, Bombay.

Sir,

WITH reference to the conclusions of my two letters, Nos. 179 and 180, of the 3d November, I have the honour to inform you that on my return to Rajkote I have removed from any superintendence by Mr. Foster, the English clerks who are not connected with his duties; he retains the account and sequestration departments; and the head clerk, the judicial clerk, and the English Mohsullee writer, with the English records, have been removed into a room in the Agency bungalow.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
2 January 1846.

No. 920.

MINUTE by the Honourable the Governor, concurred in by his Excellency the Commander-in-Chief and the Honourable Mr. *Reid*, without date.

THIS letter needs no reply, the case to which it refers having been disposed of.

(signed) *George Arthur.*
T. M'Mahon.
L. R. Reid.

Charges of Corruption against Bhugwun Lall and others.

No. 1095.

Extract Bombay Political Consultation, 11 February 1846.

Government, No. 24 of 1846.—General, No. 47.

Political Department.

From the Political Agent in Katteewar, to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to my letter, No. 1, of the 2d instant, and the 6th para. of my letter, No. 180, of the 3d November last, I have the honour to forward copies of documents as per margin, relative to money borrowed by Mr. Foster, my head accountant, in two sums, one of 5,000 rupees, from Wukutchund Kooshalchund, who has extensive dealings with the tributaries in this province, and another of 2,000 from a shroff in the camp bazar, and Sha Goolabchund Ameechund, a banker of Rajkote.

1. Mr. Foster's receipt for 2,000 rupees.
2. Political Agent's note to Mr. Foster, requesting to know his intentions respecting it.
3. Mr. Foster's reply.

2. I am not acquainted with the terms on which the money has been borrowed from Wukutchund, so that I cannot say how the liquidation of his engagements to that firm would affect those on account of the 2,000 rupees to Nuthoo Deookursun and Sha Goolabchund Ameechund, but you will perceive that Mr. Foster's whole salary from September to the end of December, five months, could only amount, including the mohsullee and sequestration allowances, to 1,250 rupees, and I know that he has, or rather had no private means, so that considering his expensive habits, if he had no other claim on him, he could not from his pay alone have expected to be able to meet his engagements.

3. It needs not to detain Government with any remarks on this state of Mr. Foster's pecuniary affairs; suffice it to state that my former suspicions are confirmed, and that he cannot, apart from reasons formerly adduced, be considered a fit man to hold an appointment in this province. May I solicit, therefore, the orders of Government, as formerly requested, for his removal.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency, Rajkote,
17 January 1846.

No. 1.

Enclosed in a Letter to Government, dated 17 January 1846, No. 24.

BORROWED and received from Sha Goolabchund and Tukkur Dewkarsun Company's rupees two thousand (2,000) and with interest thereon at 1 ¼ per cent., I agree to repay on or before the 5th January 1846.

In the event of failure of this bond, all my estate and property, including my three bungaloes and life insurance policy, which I have mortgaged to Wukutchund Kooshalchund in June 1845 for 5,000 Company's rupees, will be mortgaged to the said Sha Goolabchund Ameechund, and Tukkur Nuthoo Dewkursun, after the demand possessed on me by the firm of Wutkutchund Kooshalchund shall have been fully liquidated. In the mean while I have not to mortgage my estate to any other sahookar.

(signed) *H. Foster.*

Rajkote, 3 September 1845.

Should the above not be liquidated on the date specified (5 January 1846), I hereby agree to repay the sum, 2,000 rupees, to Sha Goolabchund Ameechund, Tukkur Nuthoo Dewkursun.

(signed) *Foster Stalker*,
Lieut.-col. Commanding, Rajkote.

(True copies.)
(signed) A. Malet, Political Agent.

Charges of Corruption against Bhugwun Lall and others.

No. 2.

Enclosed in a Letter to Government, dated 17th January 1846, No. 24.

Mr. Foster,

THE Line Adjutant has sent me the original paper of which this is a copy, with a request that I would ask what are your intentions relative to it; if you will therefore state them in writing, I shall be able to reply to him, and take any other notice of the transaction I may deem fit.

(signed) *A. Malet,*
Political Agent.

Rajkote, 17 January 1846.

(True copy.)
(signed) A. Malet, Political Agent.

No. 3.

Enclosed in a Letter to Government, dated 17 January 1846, No. 24.

Sir, 17 January 1846.

MY intentions are to pay the amount on or before 1st May next, with interest. I have met with a disappointment which I did not anticipate, and therefore, however, willing I am unable to liquidate the demand at present.

Yours, &c.
(signed) *H. Foster.*

Directed to A. Malet, Esq.

(True copy.)
(signed) A. Malet, Political Agent.

Nuthoo Deookurson states that Mr. Foster has not paid him a pice of either principal or interest, and that he has on the contrary abused and threatened to beat him for asking for payment.

(signed) *A. Malet,*
Political Agent.

17 January 1846.

No. 1096.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Reid*, without date.

THESE pecuniary transactions, so far above Mr. Foster's legitimate means of meeting, prove that he is a very unfit person to remain in public employ in Katteewar, but as he has already been removed from office, I am not aware that any further measures are now called for.

(signed) *George Arthur.*
L. R. Reid.

No. 524 of 1846.—Political Department.

No. 1097.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay,
to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 17th ultimo, No. 24, and to refer you to my communication, dated the 15th idem, No. 236, conveying the authority of Government for the removal of Mr. Foster from his situation on your establishment.

I have, &c.
(signed) *J. P. Willoughby,*
Chief Secretary.

Bombay Castle, 6 February 1846.

Extract Bombay Political Consultation, 18 February 1846.

No. 1291.

From Mr. *Henry Foster* to His Excellency the Honourable Sir *George Arthur*, Bart., K.C.H., Governor and President in Council, Bombay.

Honourable Sir,

FROM the accompanying copy of a letter from Mr. Malet, the Political Agent in Katteewar, dated 21st instant, I feel much concerned to find that your Excellency should have deemed proper to act with such severity towards me, as

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as to remove me from my appointment in Katteewar, after a period of hard-earned, and I believe, faithful service.

2. After the decision which has been thus passed upon me by Government, I cannot help but view my removal as just, however much I feel the severity of it, but I humbly and most earnestly entreat, not in justification of my conduct, but in extenuation of my crime, that your Excellency will kindly view my former services with indulgence, and as an act of clemency graciously restore me to public employment, if not in this Agency, at least in any other department under the Government.

3. Should it please your Excellency to accede to my prayer, I beg very solemnly to assure your Excellency, that as this has been my first, so will it be my last offence, and that my future conduct will amply atone for the past.

I beg, &c.
Rajkote, 29 January 1846. (signed) *Henry Foster.*

No. 56 of 1846.—Service.

Mr. Foster,

With reference to Mr. Chief Secretary Willoughby's letter to your address, No. 237, January 15th, I have to inform you that you are, by the orders of Government conveyed to me, removed from my establishment from this date. You will receive your pay to this day inclusive, on passing a receipt for the same.

(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency, Rajkote,
21 January 1846.

No. 1292.

Minute by the Honourable the Governor, concurred in by His Excellency the Commander-in-Chief and the Honourable Mr. *Reid.*

Mr. Foster may be informed that he has not been declared ineligible for future employment in the public service, but that it is not in the power of Government to appoint him to any particular situation.

(signed) *George Arthur.*
10 February 1846. *T. M'Mahon.*
L. R. Rid.

No. 632 of 1846.—Political Department.

No. 1293.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to Mr. *Henry Foster*, late Head Accountant, Katteewar Political Agency, Rajcote.

Sir,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 29th ultimo, expressing contrition for your conduct with reference to the complaints preferred by you against Mr. Malet, the Political Agent in Katteewar, and soliciting that Government will, in consideration of your past services, restore you to public employment, if not in the Rajcote Agency, in any other department.

2. In reply I am desired to inform you that you have not been declared ineligible for future employment in the public service, but that it is not in the power of Government to appoint you to any particular situation.

I am, &c.
(signed) *J. P. Willoughby,*
Bombay Castle, 13 February 1846. Chief Secretary.

(True extract.)
(signed) R. K. Pringle, Chief Secretary

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No. 7545.

Extract Bombay Political Consultation, 6 October 1847.

Government, No. 119 of 1847.—General No. 511.—Political Department.

From the Political Agent in Kattywar, to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to the 2d para. of my letter of the 18th ultimo, I have the honour to forward copies of my first assistant's reports regarding the accusation against his karkoon, Goolabraee Amba Sunker, of having received a bribe of 60 rupees from the grassias of the village of Lutoora, and of my reply requiring further information as to the part taken in the transaction by the several vukeels and others concerned in it; and also of Mr. Barr's final report on the subject. Translations of such of the depositions as appear necessary fully to acquaint Government with the merits of the case, are likewise transmitted.

2. There cannot, I think, be the slightest doubt that Goolabraee's name was taken falsely in this case by the vukeel or vukeels concerned, in order to impose on the grassias and plunder them of the money; and if satisfactory evidence had been forthcoming to prove the appropriation of the whole of the money, I intended to have recommended the case for trial before the Political Agent's Court. As it is, however, were this course pursued, the Vukeel Doorgadass could alone be convicted, and he is in all probability the least guilty party; and was moreover honest enough, when questioned on the subject, to tell the truth, as far at least as he himself was concerned. I am therefore of opinion that it will be a sufficient punishment in his case to dismiss him from practising as a vukeel in this agency, and to debar him from being received in any other capacity on the part of any of the chiefs or grassias in Kattywar; and I have in the meantime suspended him from appearing in my own kutcherry or that of any of my assistants, pending the receipt of the decision of Government on the subject.

3. Besides the evidence of Doorgadass against the other vukeel, Kheta Wora, there is that of the Grassia Hurrybhaee, that he acquainted him with what had taken place a short time afterwards; and Kheta Wora has been so much mixed up with one or two of the accusations against Goolabraee, that there is every probability that he would have brought this forward also, had he not known that Goolabraee was entirely innocent, which he could only have done from having himself had a share in appropriating the money. His accounts, however, for the year in which the transaction took place, were at once produced when he was asked for them; and as there is nothing in them to add in the slightest degree to the suspicion against him, and the other evidence is, I consider, insufficient for his conviction, he is of course entitled to the full benefit of the doubt in his favour.

4. With reference to the wish of Government, that the business of this agency should be conducted as much without the intervention of vukeels as possible, and to the great desirableness of decreasing the number of vukeels now employed in the province, and obtaining, when any more may be necessary, the services of the most respectable people who can be selected for the duty, I would take this opportunity of recommending that no new vukeel should be permitted, after this date, to practice in this agency without a written sunnud from the Political Agent; and if this is approved of, I should feel obliged by your furnishing me with a copy of the sunnud usually issued to vukeels, authorising them to practise in our own Government Courts.

I have, &c.

(signed) *W. Lang*,
Political Agent.

Kattywar Political Agency,
Rajkote, 8 September 1847.

Charges of Corruption against Bhugwun Lall and others.

Enclosure No. 1, to Government Letter No. 119, dated 8 September 1847.

From Lieutenant *J. T. Barr,* Acting First Assistant Political Agent in Charge, S. S., to Captain *W. Lang,* Political Agent in Kattywar, Joonaghur.

Sir,

I HAVE the honour to forward for your information several Guzerattee papers and depositions, referring to a charge of bribery preferred by a person of the name of Appah, against my head karkoon, Goolabraee.

2. You are aware that the informer in the present instance has long been notorious for complaints of a similar nature, which he has from time to time made against different members of the native establishment attached to this agency.

3. Although he failed in his former attempts to prove charges of bribery and corruption, which it was evident he had brought forward through motives of enmity and ill-will against the persons whom he wished to criminate, still I considered it my duty not to deny him any countenance or assistance he might require for substantiating a fresh charge; at the same time, however, binding him down to pay a penalty of 1,000 rupees, should it appear, after due investigation, that his complaint was made without good grounds, or that it originated in a conspiracy to ruin the character of Goolabraee.

4. The particulars of the case are briefly these. The day after the last petition, under the fictitious signature of Dewchund Manchund, was published in the kutcherry, with your shera directing the petitioner either to reveal his name, or to apply to any of your assistants that might be at Rajkote, Appah came to me, and stated that he was prompted so to do by having read your shera, though he disclaimed all knowledge of the petition on which it was endorsed. He then went on to inform me that accidentally he had seen an entry in the books of a camp shroff, named Nuthoo, showing that some five or six months ago, whilst a boundary dispute was pending before Captain Aston, the Lutoora grassias being parties concerned, had borrowed 60 rupees for the purpose of paying them as a bribe to Goolabraee, the first assistant's head karkoon, but that it would be necessary to seize the chopra at once to prevent its being tampered with. I immediately wrote an official letter to the officer commanding the station, requesting that all the books of the above-named shroff might if possible be procured, and sent to me without the previous knowledge of any one.

This was at once acceded to by the camp authorities, and on investigation an entry of 60 rupees, with two rupees as interest, as having been borrowed by the Lutoora grassias for payment to Goolabraee was found both in the credit and debit accounts of the chopra; and some time afterwards the shroff produced the bond for this amount passed by the grassias, but which had been cancelled on repayment.

5. The pointed mention of Goolabraee's name in all these entries, as well as in the bond, when the transaction was avowedly a secret one, naturally increased the suspicions which had previously existed in my mind, from Appah's having stated that he gained his information by an accidental investigation of chopras, which are, I believe, customarily kept as private, by all shroffs, as are the books of our own banking houses.

6. I therefore at once despatched a police horseman to bring the Lutoora grassias straight to my house, without permitting them to communicate with any one.

7. Their depositions lead me to believe that my original suspicions of a combination against Goolabraee were correct.

8. Keta Wora, being vukeel to the party by whom the bribe is said to have been paid, and being, as it is deposed, privy to the payment of it, is in my opinion sufficient guarantee that Goolabraee was not the recipient; for it is on record that the former has for a series of years been most pertinacious in his attempts to prove the latter corrupt.

9. There is no proof whatever that the money got further than to the hands of Doorgadass, the other agent of the grassias on this occasion; but, on the contrary, they distinctly state that they were not allowed to be present when it was delivered.

10. Moreover, the grassias declare that, so far from having benefited by payment of the bribe, they have been severe sufferers by the settlement of the boundary; and it is known, at all events, that they have been petitioning against it ever since it was made.

11. From the whole of the preceding facts my impression is, that the agents took the money from their employers, under the pretence of its being necessary to advance their business in Captain Aston's kutcherry; but with the purpose of appropriating it to themselves, and of afterwards making use of the entry as occasion might serve to criminate Goolabraee; that Goolabraee's absence on leave at Joonaghur was considered a favourable opportunity, and that then Appah was brought forward as the only ostensible prosecutor, although they were the main instigators of the plot.

12. I have called upon the vukeels for an explanation of the circumstances; and shall feel obliged if you will favour me with your opinion on the subject of this report, and also inform me what steps you will deem it advisable to take should they fail to prove that Goolabraee was the actual recipient of the bribe.

I have, &c.

Rajkote, 9 June 1847.

(signed) *J. T. Barr,*
Acting 1st Assist. Pol. Agent in Charge, S. S.

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From Lieutenant *J. T. Barr*, Acting 1st Assistant Political Agent in Charge, S. S. to Captain *W. Lang*, Political Agent in Kattywar, Joonaghur.

Sir,

With reference to my letter of the 9th instant, and in continuation of the proceedings which accompanied it, I have the honour to forward the deposition of Doorgadass, the vukeel of Wudwan.

2. This deposition I beg to state has been taken in English by me at the particular request of Doorgadass, whom I could not otherwise have prevailed upon to speak freely, as he was very averse to giving his testimony in presence of the karkoons of his own caste.

3. He was brought from Wusawur straight to my bungalow yesterday evening, and showed evident alarm when the purpose for which he had been so suddenly called was made known to him.

I have, &c.
(signed) *J. T. Barr,*
Acting 1st Ass^t Pol^l Agent in Charge, S. S.

Rajkote,
16 June 1847.

Doorgadass, son of Diaram; caste, Hindoo; tribe, Nagur Brahmin; by profession a Vukeel; age, about 38 years; inhabitant of Wusawur; in presence of Lieutenant J. T. Barr, Acting 1st Assistant Political Agent, deposes as follows:

About six months ago a boundary dispute between the grassias of Lutoora and Doodere was pending before Captain Aston, the first assistant. Lutoora is a bhyat of Wudwan, and therefore this dispute was carried on through my agency. Keta Worah, however, is the particular vukeel of the Lutoora grassias; he came to me at my house in the town of Rajkote, and told me he would cause 30 rupees to be given to me. To effect this, he said it would be necessary for him to represent to the kamdar of the grassias, "Hurreebhaee," who is also a relation of theirs, that the business in which they were engaged could not successfully be carried on without a bribe of 60 rupees to Goolabraee. Keta Worah instructed me to say that the above amount had actually been paid to Goolabraee, should Hurreebhaee, or the political authorities, ever make any inquiries on the subject. Keta Worah got the 60 rupees from the grassias on pretence of a bribe being necessary, but he himself, I believe, kept 30 rupees; he paid the remaining 30 rupees to me at his brother, Jusah Worah's house, in the town of Rajkote. I was wrong in taking this money; but I hope Government will pardon me, as I never intended to implicate Goolabraee.

On being cross-questioned: I spoke to the Lutoora grassias regarding this money on one occasion; they asked me whether Keta Worah had given me 60 rupees for Goolabraee, and I replied that I knew nothing of the matter, and told them to apply to their own vukeel, namely, Keta Worah. I did not tell them then, or at any other time, that I had received the 30 rupees from Keta Worah. I do not know where the grassias got the money from. I never spoke to Appah on this subject.

(signed) *Doorgadass Dyaram.*

No. 340 of 1847.—Service.

From the Political Agent in Kattywar to *J. T. Barr*, Esquire, Acting 1st Assistant Political Agent in Charge, S. S., Rajkote.

Sir,

In acknowledging the receipt of your letters of the 9th and 16th instant, I have the honour to inform you that I consider the opinion you have formed on the subject of the money taken from the Lutoora grassias to be perfectly correct; and as the case is such a glaring one, I think it probable that Government will require that the vukeels concerned should be tried before the Political Agent's Court, provided there be sufficient evidence forthcoming clearly to prove the appropriation by them of the money. I beg to enclose Keta Worah's original deposition, in which he denies all knowledge of the business; and I therefore send him to you herewith, in order that you may confront him with the other vukeel, Doorgadass, and the agents of the grassias who obtained the money. With regard to the informer Appah, some further inquiry appears necessary to ascertain how he came by the knowledge of the entry in the sowcar's books, and you may perhaps be able to obtain this by confronting him with the other parties concerned. In the meantime, I beg to enclose an original letter from this individual, for any consideration you may deem it to merit.

I have, &c.
(signed) *W. Lang,*
Political Agent.

Kattywar Political Agency, Camp Joonaghur,
26 June 1847.

Charges of Corruption against Bhugwun Lall and others.

To Major *W. Lang*, Political Agent in Kattywar.

Sir,

I HAVE the honour to forward the enclosed depositions, referring to a sum of 60 rupees borrowed by the Lutoora grassias (as they supposed) for payment to your 1st assistant's head karkoon, Goolabraee.

These depositions have been taken agreeably to your instructions in reply to my letter, dated 9th of June last, in which I reported particulars of the investigation of a complaint of bribery preferred by the informer Appah against Goolabraee.

From the proceedings connected with the above case, it was evident that the Lutoora grassias had borrowed 60 rupees, supposing the amount to be necessary to advance their interests in a matter then pending before Captain Aston, but there was nothing to show that the money had ever got further than to the hands of their vukeels, Doorgadass and Ketah Worah, by whose advice it appeared to have been borrowed; and I stated to you my suspicion that both vukeels had joined in deceiving the grassias for the purpose of self-aggrandisement, and at the same time to gratify their feeling of enmity towards Goolabraee.

The suspicion still remains unshaken in my mind, but I fear there is not sufficient proof to show that Ketah Worah actually received any part of the 60 rupees, or caused them to be borrowed in the manner deposed to by Doorgadass; though Hurreebhaee states that Ketah Worah was privy to the transaction some time after it took place.

The testimony against Doorgadass appears to me to be convincing, were his own confession not sufficient to exhibit his character in the worst possible light.

I have, &c.
(signed) *J. T. Barr*,
Act^{g} 1st Ass^{t} Pol^{l} Agent.

Rajkote,
4 September 1847.

(True copies)
(signed) W. Lang,
Political Agent.

Enclosure No. 2, to Government Letter No. 119, dated 8 September 1847.

DEPOSITION of *Nuthoo Deokurn*, aged about 39 years; caste, Loana; religion, Hindoo; occupation, Shroff; inhabitant of Rajkote; keeps a shop in the Regimental Bazaar; in presence of Lieutenant J. T. Barr, Assistant Political Agent in Kattywar, on the 24th May 1847; 1st Jait Shood, 10th Monday, St. 1903, at Rajkote, in answer to questions.

ON the 102d folio of my cash-book, an entry is made of 60 rupees paid to Rana Barajee, of Lutoora. It is written that this sum is to be given to Mehta Goolabraee. A note for it was given to me on a piece of paper. After this, that grassia gave me a hoondee for this money, and I consequently cancelled the note; but I will seek for it, and if I find it in my house I will produce it. In my book it is written as to be given to Goolabraee. This is my system of business: to ask any one who comes for money the purpose for which he requires it; and if the borrower ask me what business I have to ask this question, I do not press it; but if he point out any particular purpose for which he requires it, then I make a practice of taking a note of it; and I wrote this as I heard it from Sharejas Hurreebhaee and Kusheeajee. I have shown that book to no one. Goolabraee was in Rajkote at that time, but I do not know whether he gave him that money or not. Hurreebhaee and Kusheeajee took the money away from my shop. I never trouble myself as to whether the receiver of the money may have stated falsely or not, as to the party for whom it is intended. Hurreebhaee told me thus: "We have got to give money to Goolabraee about a boundary affair, so give it quickly, but do not tell any one about it." He also said, "I am a servant; and should Barajee at any time ask me to whom I have given these rupees, then I may be able to answer, 'Look in Nuthoo's book'; the name of the party to whom it was given is written in it.' Therefore write it, that I may not be answerable." Thus saying, he made me write in this manner, and he gave me a hoondee for 62 sicca rupees upon a sowcar of Wudwan, dated Magshur Shood 11th; I gave this to Sunganee Premchund Bhimjee, and he gave me 62 Company's rupees for it. It is not the custom to write in the hoondee the name of the party to whom the borrower intends to give the money. 23 November.

(signed) *Thukur Nuthoo Deokum.*

(signed) *J. T. Barr*,
Acting Assistant Political Agent.

LETTER from *Rana Barajee, Kusheeajee Amabhaee*, and *Monshungjee*, Grassias of the village of *Lutoora*, to *Thukur Nuthoo Deokum*, dated 11th Kartik Shood 1903. (31 Oct. 1847).

RANA BARAJEE, and Kusheeajee, and Monshungjee, grassias of Lutoora, are indebted to you in the sum of 62 sicca rupees; this sum is to be paid in one month. We have consented to take 60 rupees Company's cash, and this sum has been received by Jharejas Hurreebhaee and Kusseeabhaee jointly. These rupees are borrowed for the purpose of being given to Mehta

Charges of Corruption against Bhugwun Lall and others.

Mehta Goolabraee, to fix a boundary. Two rupees are to be given for interest and profit, together 62 rupees. For this sum I have written and given you a hoondee on Wora Koourjee-Natha, of Wudwan, payable to yourself, dated 11th Magshur Shood,* payable four days' after sight. When this hoondee is due it will be paid, but should it be returned unpaid, then pay your men to come to me, and I will pay you their pay, their expenses, and the interest and profit, and all charges, from my own pocket. This letter is written and delivered by us in our sound senses and by our free will, in the Regimental Bazaar, Rajkote.

(signed) *Rana Barajee,*
Kusheeajee Amabhaee,
Rana Monshungjee,
Grassias of Lutoora.

Witnessed by,
Shree Jugdeea,
Thukur Purshotum Deojee,
by their own consent.

Written by order, by *Thukur Ladaramjee.*

Witnessed by,
Dewsee Bhugwan, of Limree,
Thukur Jootha Soorajee,
by order.

Deposition of *Hurreebhaee Togabaee*, aged about 35 years; caste, Rajpoot Jhareja; religion, Hindoo; occupation, Grassia; shareholder of the Talooka of Drapha, but now living in the village of Lutoora; in presence of Lieutenant J. T. Barr, Assistant Political Agent, in Kattywar, on the 7th June 1847, 1st Jet Wud 9th, Monday.

About five or six months ago, in the cold season, I got 60 rupees from Thukur Nuthoo Deokurn, and agreed to give two rupees for profit. I had come from Lutoora to Government on business, there being a dispute between Lutoora and Doodrejabout a boundary; and I got this money to give to Goolabraee on this account, Doorgadass, the vukeel, of Wudwan, having told me that my business would succeed if I gave Goolabraee 60 rupees, and that otherwise it would fail. After this I gave Dorgadass 60 rupees; my business was then being carried on by means of Doorgadass. Ketah Worah has been my vukeel for three years, he knows of my having given the money to Doorgadass, but he does not know I got it from Nuthoo. Being questioned, I do not know whether Doorgadass gave this money to Goolabraee or not, and my business about the boundary failed after all. When I gave the money to Doorgadass, I told him I would go with him to give it to Goolabraee, but he said it was not my business, and that he himself would give it to Goolabraee. I did not consult Keta Warah in this matter. The business of the boundary was going on when I gave the money; it was afterwards closed upon the oath of a grassia of Doodrej, but I was injured by it. I was present when the entry was made in Nuthoo's book, but Doorgadass was not; I did not tell Doorgadass of my having got the money from Nuthoo. I got it of my own accord, and I had Goolabraee's name written in the book, in case any of my brethren should ask me to account for the money. After having given the money to Doorgadass, I did not ask Goolabraee whether the money had reached him or not. When Keta Wara asked me where I got the money, I told him I had got it from Nuthoo. I never gave any money besides this for any business. I did not know it was customary to give karkoons money for the business of settling boundaries, but Doorgadass told me my business would fail if I did not give it; it was on this account that I gave it. The day after I gave it to Doorgadass, he told me he had given it to Goolabraee. I then said, "If you have given it, then why has my business failed?" He answered, "I have given the rupees." He did not say whether any one was present when he gave the money to Goolabraee.

(signed) *Jhareja Hurreebhaee.*

(signed) *J. T. Barr,*
Acting First Assistant Political Agent.

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13 July.

At the time I borrowed the money Keta Wora was not aware of it. Keta Wora carried on the business about the robbery of the dher, in the month of Jait 1902. I told Keta Wora about these rupees about a month and a half after the business of the Doodrej boundary was settled; he made no answer, but only said, "Very well, that is your own business." Keta Worah asked me where I had got the money from, and I told him I had got it from Nuthoo. When Doorgadass carries on my business I always go to his house, but I never saw Keta Wora there. I do not think there is any enmity between Doorgadass and Keta Wora. Keta Wora was not my vukeel when the boundary dispute was being settled, but he was my vukeel formerly; on this account he asked about the money. Kusheeajee was not present when Keta Wora asked me.

June 1846.

(signed) *Jhareja Hurreebaee.*

Jussa Wora's son, Weecha, was the vakeel of Wudwan; he was dismissed, and Doorgadass was kept; then he carried on the business. He made one or two petitions about the robbery of the dher, and after that went to his village. I had the copies of them, and gave them to Keta Wora, who carried on the business upon them.

(signed) *Jhareja Hurreebhaee.*

(signed) *J. T. Barr,*
Acting First Assistant Political Agent.

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* 28 November.

14 July.

I BROUGHT the map of the boundary from my villages; it was drawn by a Khuwas,* and I had another map made in Rajkote by a Brahmin; I forget his name.

Questioned by Vukeel *Doorgadass.*] I did not get this map from Keta Wora. I and Doorgadass went to the Brahmin to have the map drawn, and at that time Keta Wora was not present; I did not even show Keta Wora the map. I and Kusheeajee gave these rupees in the evening, in the Wudwan house; the day was past; I gave it when you were sitting on the matting. I do not remember which way your face was turned at the time.

Questioned by Mr. *Barr.*] I, and Kusheeajee, and Doorgadass, were the only persons present. Jussa Wora's mother was sick. I went daily to his house to see her, and I often saw Keta Wora sitting there.

Questioned by Vukeel *Doorgadass.*] You had on a dhotee only?—I brought the rupees tied up in a cloth, but I do not remember what cloth it was. You put the money in a small cloth, and put it into a box. I do not remember whether that small cloth was yellow or white. I do not remember where that cloth was lying. They were Company's rupees. We two sat there after I gave you the rupees. I brought these rupees in my own hands. Kusheeajee did not bring them. When I came to give the money the door was shut, and the window open. There was no light in the house.

(signed) *Hurreebhaee.*

(signed) *J. T. Barr,*
Acting Assistant Political Agent.

DEPOSITION of *Doorgadass Dyaram*, aged about 37 years; caste, Nogur; religion, Hindoo; profession, Vukeel; inhabitant of Wusawur, in presence of Mr. Barr, Assistant Political Agent in Kattywar, on 2d Jait Wud 8th, Tuesday 1903 (6 July 1847) at Rajkote.

KHETA WORA gave me 30 (thirty) rupees in Jussalbora's house.

Question by *Kheta Wora.*] In what month did I give it you?—*A.* I think it was in the month of Kartuk.

Doorgadass goes on to state:—Kheta Wora first came to me at the Wudwan house, and said: "I will give you 30 rupees from the Lutoora man, and you must exert yourself in his business; and should I ever bring the Lutoora man, and ask you what you have done with the rupees, you must say you have given 60 rupees to Goolabraee." After this, Jhareja Hurreebhaee and Kheta Wora came to me on the same day, and the latter asked me the above question, and I returned him the answer as above. Two or three days after this, Kheta Wora gave me 30 Company's rupees in Jussawora's house, and on the same day I paid these rupees into the shop of Shunganee Remchund Bheemjee. After that, I met Hurreebhaee, who questioned me; and I said, "Ask the person to whom you gave it; it is not for Goolabraee; and Kheta Wora told me that in case there were ever any inquiry by Government into the affair, I must say that it was given to Goolabraee."

By *Kheta Wora.*] Did I tell you this before or after having given the rupees?—Before giving them.

Who was present at the time?—No one except you and myself.

When Hurreebhaee questioned you, did you tell him you had received the money or not?—I did not tell him of my having received 30 rupees.

Did Hurreebhaee ask you whether you had received 60 rupees, or did he not?—Hurreebhaee said to me, that Kheta Wora had given 60 rupees to Goolabraee, and asked me if it was true or not; and I told him to ask the person to whom he himself had given it, and said that Kheta Wora had deceived him.

Which house is nearest to yours, mine or Jussa Wora's?—At that time Jussa Wora's mother was sick, therefore you lived there; and you gave me, in Jussa Wora's house, the rupees out of a Bombay dooputta (cloth).

Did you come of your own accord to get these rupees, or did any one call you?—I came because you called me.

By Mr. *Barr.*] You said you paid the money into the shop of the Shunganee; did you send it by any person or did you take it there yourself?—I took the rupees myself to his shop and gave them into the hands of his vukeel dunjee, and told him to put them to my credit.

By *Kheta Wora.*] Was any one present when you paid in the rupees?—No; no one was present at the time.

When you came to Jussa Wora's house, who was sitting there; did you see any one?—Your mother was sick in the house, which has windows; some men may have been sitting there; but I called you from outside, on which you came out. I then said, "Where is the money?" You answered, "It is here, I have put it aside for you." After this you called me into another house, and gave it me.

When you came to Jussa Wora's house did you see any people?—No; I saw no one.

(signed) *Doorgadass Dyaram.*

Questioned by *Kheta Wora.*] Was Kusheeajee in Rajkote at that time, or not?—I do not remember whether he was or not.

You

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* A certain caste.

Charges of Corruption against Bhugwun Lall and others.

You say you received the money; how many days did the Lutoora grassias remain in Rajkote after your receiving it?—They did not come to me after the boundary question was settled, by the oath of Kurshun Shung; they did not approve of that document being written, but I wrote it on the part of my talookdar; on that account they were angry with me; they had first written a document of three paragraphs, and therefore I wrote this one.

Hurreebhaee asked you once about the rupees, did he ever ask you about them again afterwards?—No; he did not ask me a second time about them.

(signed) *Doorgadass Dyaram.*
(signed) *J. T. Barr*, Assistant Political Agent.

The above written depositions were read to Doorgadass and Kheta Wora, in the presence of the Political Agent, and were confirmed by them as being correct.

Doorgadass is questioned.] Can you show the account of this 30 rupees?—Yes; it is placed to my account in the books of Shunganee Premchund Bhimjee, of Rajkote; I will send for it and show it.

This book of Sumvut 1903, belonging to Shunganee Premchund, being examined, the following entry is found:— 1847.

Sumvut 1903 } Mehta Doorgadass { Rs. 30, Bombay Cash. 1 Nov. 1846.
Kartik Shood 13th } Keekanee { Shood 13th.

The day-book and cash-book of Shunganee Premchund, for the year St. 1903, are here examined, and in the date, Kartik Shood 13th, is the entry of 30 rupees 90 korees to the name of Doorgadass, and no other entry of 30 rupees or 60 rupees is found in his name, either to his credit or debit. 1847.

Question to *Doorgadass.*] Kheta Wora's books of this year have been examined, and there are no entries either of 30 rupees or 60 rupees, which are at all suspicious; how is this?—How can I tell?

(signed) *Doorgadass.*

Deposed to before me, this 6th day of September 1847, at Rajkote.
(signed) *W. Lang*, Political Agent.

DEPOSITION of *Khetsee Ghela*, aged about 35 years; caste, Moadwania; tribe, Borah; religion, Hindoo; profession, Vukeel; at present Vukeel of Moreve; inhabitant of Rajkote; in presence of Mr. Barr, Assistant Political Agent, on the 3d July 1847 (Jait Wud 5th, Saturday), at Rajkote.

IN answer to Questions.] When my nephew, Weecha, was vukeel of Wudwan, at that time the grassias of Lutoora entrusted their business to me. In the month of Shrawun or Badurwah, 1903, Hurreebhaee and Kusheeajee came here; at that time Doorgadass was the vukeel of Wudwan, therefore I did not carry on their business; I only managed the business of the robbery of the dher of Lutoora. I think this was settled before they came; this was the only business I managed. The business of the boundary of Lutoora and Doodrej was carried on before Captain Aston; I knew the whole business. Doorgadass carried on this business, but did not ask me for any information on the subject; the documents of it are in the books of Wudwan, and not with me. I never before this heard of money being taken for Goolabraee on account of this business; I have now heard it from Major Lang. July–Aug. 1846.

(signed) *Khetsee Ghela.*
(signed) *J. T. Barr*, Assistant Political Agent.

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6 July.

Q. DID you ever before this wish to accuse Goolabraee, or any other Government servant, of bribery?—*A.* I am acquainted with the affair of the letter sent to Government by Hatia Wala, but I do not know of any other.

By whom was this business carried on?—It was carried on by Apajee Mookun.

(signed) *Borah Khetsee Ghela.*
(signed) *J. T. Barr*, Assistant Political Agent.

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14 July.

By *Doorgadass Wukeel.*] I DO not know whether the map of the Lutoora and Doorej boundary was in my house or not; this can be found out from the office. I do not now remember whether I gave the map to Hurreebhaee and Doorgadass or not, because I make maps for many other people.

By *Mr. Barr.*] I saw one map of this boundary which was made by Kurshun Khuwas; I do not remember who showed it to me; I do not remember whether I saw it at Captain Aston's or at my own house. If I made the map, the copy of it must be in my house; I will

Charges of Corruption against Bhugwun Lall and others.

will look for it and tell you to-morrow. There never was either friendship or enmity between me and Doorgadass. I did not go to Doorgadass in the Wudwan-house; I go there when the Karbaree of Wudwan comes. Doorgadass is not in the habit of coming to my house, and if he ever came I do not remember it. I was not there when I saw the map. It is the custom to show such things sometimes to an acquaintance, and it may have been shown me in this manner. I have no enmity towards them. I have no enmity to Goolabraee; if he bears any towards me he knows it. Apajee is not a friend of mine; he does not now visit my house. He formerly made disclosures against me in the case of Hatia Wala; from that enmity took place between us. Apajee told my name in that affair, and from that day, and on that account, enmity has existed between us, and not friendship. I never gave information against any Government servant, except Wala Hatia and Munguljee Booj.

Questioned by *Doorgadass*,] You had the map of the Lutoora and Doodrej boundary made by Bugwanjee, so I heard; I do not remember that I said to Bhugwanjee, "I will pay you money, so make the map well."

Khetsee goes on to state—You lived at the house of Mohjee Kuleeanjee, and therefore Bhugwanjee was your friend.

Questioned by *Doorgadass*,] I had no communication with you three or four days ago, but I saw you frequently on the road; I did not speak to you at all on the road.

(signed) *Khetsee Ghela.*

(signed) *J. T. Barr*, Assistant Political Agent.

The above was read to Khetsee Ghela on the 9th September, in the presence of the Political Agent, and was confirmed by the former as being correct.

Q. Do you keep an account of the money you receive and pay?—*A.* I keep accounts of the money I receive and pay, but I do not keep day-book and cash-book, like a shroff.

Where is your account book?—It is at my house; I will send for it and show it to you.

1847. Kheta Wora's account book for the year St. 1903, is here produced, and on examination no entry is found of his having received either the sum of 60 rupees or 30 rupees.

Q. Have you any money transactions with any sowcar?—*A.* Whatever transactions I have had with sowcars are written in my account-book; I have no other besides these.

(signed) *Khetsee.*

Deposed to before me, this 6th day of September 1847, at Rajkote.

(signed) *W. Lang*, Political Agent.

(True translations)

(signed) J. Nicholson,
Acting Third Assistant Political Agent.

(True copies)

(signed) W. Lang, Political Agent.

No. 7546. MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Reid* and the Honourable Mr. *Willoughby*.

THERE appears no doubt that this transaction was originally concerted as a conspiracy against Goolabraee, the karkoon of the First Assistant Political Agent, Kattywar. I approve Captain Lang's recommendation for the dismissal of Doorgadass Dyaram from practice as a vakeel before the political authorities in Kattywar, and the interdict against the employ by the tributaries.

I think the suspicions against Khet Wora so strong, that his continued practice as a vakeel should depend on his former character.

I do not think it necessary that the Political Agent should issue sunnuds to the vakeels; but he should, on the appointment of a vakeel by a tributary, institute inquiries into his character, and refuse to permit him to practice unless the result were satisfactory.

(signed) *G. Clerk.*
L. R. Reid.
J. P. Willoughby.

25 September 1847.

Charges of Corruption against Bhugwun Lall and others.

No. 7547.

MINUTE by the Honourable Mr. *Willoughby.*

I THINK the Political Agent should be requested to state whether the sum of 60 rupees cannot be received from the parties who obtained it under false pretences, and be restored to the grassias.

30 September 1847. (signed) *J. P. Willoughby.*

No. 7548.

No. 3742 of 1847.—Political Department.

From *A. Malet*, Esquire, Chief Secretary to Government, to Major *W. Lang*, Political Agent in Kattywar.

Sir,

I AM directed to acknowledge the receipt of your letter, with enclosures No. 119, dated the 8th ultimo, reporting the circumstances connected with the exaction, from certain grassias, by vukeels mentioned in the margin,* of a bribe of 60 rupees, in the name of Goolabraee, your first assistant's karkoon, and the appropriation by them of the amount to their own use.

2. In reply, I am desired to inform you, that the Honourable the Governor in Council entertains no doubt that the transaction was originally concerted as a conspiracy against Goolabraee, and in compliance with your recommendation authorizes the dismissal of Doorgadass Dyaram from practice as a vukeel before the political authorities in Kattywar, and the interdict against his employ by the tributaries.

3. The Governor in Council considers the suspicions against Kheta Wora so strong, that his continued practice as a vukeel should depend on his former character.

4. The Governor in Council does not conceive it necessary that you should issue sunnuds to the vukeels practising in Kattywar, but is of opinion that it will be sufficient for you, on the appointment of a vukeel by a tributary, to institute inquiries into his character, and to refuse to permit him to practice unless the result be satisfactory.

5. The Governor in Council, in conclusion, desires me to request that you will be pleased to state whether the sum of (60) sixty rupees cannot be recovered from the parties who obtained it under false pretences, and be restored to the grassias.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 4 October 1847.

* Doorgadass, Dyaram and Kheta Wora.

No. 8840.

Extract Bombay Political Consultation, 17 November 1847.

Government, No. 113 of 1847.—General, No. 465.—Political Department.

From the Political Agent in Katteewar to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

1. I REGRET to report that I have been under the necessity of suspending the native agent, Bhugwan Laul, and the first assistant's head carcoon, Goolabraee, from the performance of their duty, for receiving presents from the Chief of Rajcote on the occasion of certain religious ceremonies in their houses last year, in direct disobedience of the Government Circular of the 25th February 1846, which had been published in Guzerattee by my predecessor a short time before.

2. The information against Goolabraee was given to my assistant, Mr. Barr, by a person named Appa Mookund, who has long been very inimical to both the

Charges of Corruption against Bhugwun Lall and others.

the parties above mentioned, and is doubtless connected with the party from whom so many anonymous petitions against them have emanated. He had only a short time before given that officer information of some money having been paid to Goolabraee as a bribe of some petty grassias in Jhallawar, which on investigating Mr. Barr satisfactorily proved to have been kept by one or more wukeels, who took it in Goolabraee's name, but without the slightest reason to suspect that he knew anything about it. This case will be separately reported when the inquiry regarding the number of wukeels implicated has been completed, in order that such example as Government may direct may be made of the guilty parties to deter others from similar practices hereafter. In consequence of this, and the enmity known to be borne by Appa Mookund to our native establishment, Mr. Barr required him to state the name of his informant before he would enter into any inquiry into the further charge against Goolabraee for receiving presents from the Rajcote Durbar.

3. This he would not do, however; but as the charge was persisted in, and it was asserted that a reference to the account books of a sowcar in Rajcote, named Jeena Kheemjee, would suffice to establish it, I requested Mr. Barr, soon after my late return to camp, to send for the sowcar, or his goomashta, and the books required. These were at once produced, and several alterations were found to have been made in them only the day before, when I had sent over the petition of Appajee Mookund to Mr. Barr for further inquiry. This led to the examination of the durbar dufturee, Lauljee Parick, who produced an account book from the durbar to prove how a mundul or turban, one of the presents asserted to have been made to Goolabraee, had been disposed of, which book had so evidently had several leaves taken out of it, and others substituted for them in the handwriting of Lauljee Parick, that I deemed it my duty to detain him in the Treasury Guard, pending the further investigation of the case.

4. This led, after a few days, to his confessing what he had done; but in the meantime, when endeavouring to ascertain what particular alterations had been made in the accounts of the durbar karbaree, Anuntjee Umerchund, which were those to which suspicion attached, by comparing them with the durbar awura and khata (journal and ledger) for the same year, an entry of 1,000 coorees was discovered in two items as having been given to the rajashree (an honorary title), but without any name. This has since been ascertained to refer to the native agent, Bhugwan Laul; but the investigation regarding it has not yet been completed, and will therefore be separately reported hereafter.

5. The accusation against Goolabraee is for having received presents of a mundal or turban valued at 63 coorees, and three items aggregating 80 coorees in money, the former from the durbar, and the latter from the shop of Jeena Kheemjee, in which the durbar karbaree, Anuntjee, is a principal shareholder, on the occasion of a mundul or religious meeting, which was held in his house in Rajcote in September last, and in which it is usual to make presents both to the Brahmins who attend and to the person in whose house it is held. It was afterwards discovered that two pieces of women's clothing, valued at 28 rupees, had been given to Goolabraee's wife by the mother of the young thacor on the same occasion. These last are admitted by Goolabraee, and accounted for by stating that some of his wife's relations were formerly employed as karbarees by the Rajcote chief, and that the baee had therefore insisted on her receiving these presents. All the other articles are denied by Goolabraee; but the direct evidence of Lalljee Parick, together with the altering of the durbar books, and the unsatisfactory testimony of the baee and her brother Oomedsing, to endeavour to account otherwise for the turban, leaves no doubt on my mind that he received this also. As regards the money, Goolabraee admits that some of it may have been taken by the Brahmins who attended at the ceremony; but in this case also there is the direct and unwilling evidence against him of Anuntjee's goomashta, Suddasunkur, together with the alterations in Jeena Kheemjee's books, and although there is no evidence of his having authorised these to be made, their having taken place the very evening of the day on which he saw Appa Mookund's petition sent by me to Mr. Barr, is of course most suspicious. On this point, however, as the goomashta,

goomashta asserts that he knew nothing of the alterations which were made, he is, I think, entitled to the full benefit of the doubt in his favour.

6. As both Lauljee Parick and Suddasunker, however, denied in the first instance that anything had been given to Goolabraee, Government may perhaps consider the evidence insufficient to convict him. The whole of it is forwarded herewith, agreeably to the accompanying Index, including the extracts from the several account books in which alterations have been made; but even if Government come to the same conclusion which I have myself found it impossible to resist, I should hope that three months' suspension from pay and duty would be considered a sufficient punishment in this case. A wide line must always be drawn between an offence of this description and bribery, and I am given credibly to understand that the practice of interchanging presents with the chiefs on occasions of religious or family ceremonies, however improper, was very common before the Government Circular against it was published. The presents received in this case were moreover of very trifling value, and I am humbly of opinion that dismissal from the service on this, the first occasion of a case of the kind being noticed, would be much too severe a punishment for the offence committed.

7. If this recommendation is approved of, I would respectfully suggest that the opportunity should be taken to issue a proclamation, requiring any of the chiefs, or others who may have any complaints of bribery to prefer against any of the members of the Political Agent's establishment, to do so within the period of three months, after which date none referring to transactions which had taken place up to that time would be entertained by Government, unless produced with self-evident proof of their correctness, and seriously warning them that should it hereafter be discovered by other means that any of them withheld proof of the guilt of any of our native establishment which was in their possession, they would incur the severe displeasure of Government. It is quite impossible to explain the amount of inconvenience and hinderance to the current business of the country which these constantly recurring complaints occasion, and if there are any good grounds for them, the proclamation above alluded to would doubtless elicit some proof of their correctness; whereas if none such were brought forward, we should, I think, be justified in disregarding such charges altogether, and ascribing them entirely to enmity, unless brought forward with such clear proof as to ensure conviction, without the serious loss of time and hinderance to still more important business, occasioned by protracted inquiries into such accusations.

8. Besides the alterations made by Lauljee Parick in the durbar books, it will be seen that Suddasunker confesses to having made others in those of Anuntjee Umurchund, the durbar karbaree. Both of these individuals would be amenable in our own districts to severe punishment; but as the former was detained in the Treasury Guard for a fortnight till the Karbaree Anuntjee arrived from Joonaghur, I hope this will be considered a sufficient warning in the present case, and that both of them may be pardoned in consideration of their having told the truth in the end. If considered necessary, a proclamation might at the same time be put up in the kucherry, warning all parties of the responsibility incurred by making such alterations in account or other books, with the view of defeating the ends of justice.

9. In case of Government entertaining any doubt of the propriety of adopting the lenient course I have ventured to recommend in Goolabraee's case, I beg to forward copies of the high testimonials of character which he has received from the several officers he has served under in this Agency, and which, as the offence does not come under the head of bribery and corruption, will, I feel assured, be allowed their full weight in his favour.

10. In the case of Bhugwan Laul, one of the items of 500 coorees was taken before and one after the publication by my predecessor of the Government Circular against the receipt of presents, and of the last he has likewise some explanation to offer, of which he will doubtless receive every benefit that can justly be allowed him. In his case, however, I fear that Government will consider a much severer punishment necessary, even if his more serious offence can be overlooked without dismissal, in consideration of his useful and zealous services

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services heretofore. I shall, therefore, feel obliged by your obtaining early instructions for me for my entertaining two or three carcoons temporarily on a portion of the salaries of Bugwan Laul and Goolabraee from the date of their suspension, and dividing the balance amongst the other carcoons, who will have much extra work to perform in the meantime, requiring their attendance in kucherry for about nine or ten hours daily.

I have, &c.
(signed) *W. Lang,*
Political Agent.

Katteewar Political Agency, Rajcote,
18 August 1847.

Enclosure No. 1, to Government Letter, No. 113, dated 18 August 1847.

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(signed) *W. Lang,* Political Agent.

From *Appajee Mookund* to Mr. *Barr*, Acting First Assistant Political Agent.

A. C.

I BEG to represent, that I presented a petition to you, containing two charges, two days ago, and you commenced to investigate the matter on this account. I was preparing to lay further information before you, when, in the meantime, Nuthoo Deo Kurun's chopras were given to you; on the news of this spreading through Rajkote, a nuggur of Joonaghur came clandestinely to my house straightway, and said, I have many proofs against Goolabraee, which I will show you, provided you keep my name secret, for I am in his house, and should I be discovered I shall be killed; he then took an oath on the geetajee, and satisfied me, and giving me an oath not to reveal his name, said that Mr. Malet, on the 6th Phagun Shood of Sumvut 1902, the 3d March 1846, gave an order to the following effect: that Mr. Willoughby's letter, No. 771, February 25th, had been received, containing an order that no Government servant shall give to or receive from talookdars or others any presents on occasions of marriages, deaths, or other ceremonies; this was the order, but Goolabraee disregarding this order held a mundul at his house, and on that occasion at that ceremony received presents of clothes, &c. (wudawa), from certain persons, the particulars of which are as follow: Anutjee Amurchund, Goolabraee, and Sunganee Durumshee Kemjee, of Gondul, carry on business at Rajkote, under the name of Jeena Kemjee, in the

awuro

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awuro and dunia for Badurwa last, the following entries occur: 10 korees to be debited to Show Muchun Dewchund; 10 korees given Raja Shree Goolabraee; 10 korees to be debited to profit and loss account given to Raja Shree Goolabree on the occasion of there being a mundul at his house; 60 korees to be debited to Raja Shree Anutjee Amurchund's account, given to Raja Shree Goolabree on the occasion of the mundul at his house; 63 korees Baee Naneeba, of the Rajcote durbar, and the uncle (of the thakoor); Oomed Singh and Parek Lalljee on the occasion of the mundul gave to Goolabraee's house; (this sum) Sha Muchum Deochund and Goolabraee carry on a trade in cloth together; they (the three above-mentioned, or the durbar), bought from their firm a mandeel for 63 korees, and put it on the head of Goolabraee, and the durbar gave in payment to Sha Muckun Deochund a note of hand on Jeena Kemjee for the amount; the account of this is entered in Jeena Kemjee's books in the durbar account as follows: For a mundeel to the durbar, paid to Sha Muckun Deochund in the same Badurwa.

The above is written in Sungaun Jeena Kemjee's awuro and dunio for St. 1902, and the profit and loss is entered according to the shares; therefore send a peon and at once seize and inspect these two chopras, and take the deposition immediately of the head goomashta of the shop, and if you will investigate this business, without revealing my name, I shall next day produce further proof; thus he told, from which I was satisfied, therefore I beg you will immediately send for and inspect these books; the pages of the awuro are 517, 518, 528. This I beg to represent.

Sumvut, 1903, Jet 1st.
(24 May 1847.)
(signed) *Appajee Mookund.*

No. 2.

Petition from *Appajee Mookund* to Captain *William Lang*, Political Agent in Katteewar.

I beg to represent, that on the 14th of the month Badurwa Shood, Sumvut 1902, Mehta Goolab Raee, on the occasion of a mundur being held at his house, notwithstanding the Government zahirnama (prohibiting presents to be received), accepted a present; on this subject, from the third paragraph of my petition, the books of Jeena Kemjee were examined, and it was proved that the entry had been written over or altered, and the name was also proved. On that day Naneeba, the mother of Meramunjee, takoor of Rajkote, went to his house and presented Goolabraee with a mundeel at night, which she had purchased. Hala Oomed Singh and Parek Lalljee know of this, but at present they do not acknowledge it, for on the evening of Friday they altered Jeena Kemjee's books, and next day (yesterday morning), Oomed Singh and Metta Shuda Shunker went at eight o'clock to Lalljee Parek's house, and there made arrangements as to what they would say, and to-day, about from 10 o'clock till 12 o'clock, Oomer Singh, Lalljee Parek, Lurwaree Kanjee, Anopram Makur and Suda Sunker met together and held a council, and determined not to acknowledge anything. The auwara chopra contained the name; that page was taken out, and the auwaro is incomplete; this I heard of secretly, therefore I beg to represent, that on such an occasion it is not the custom for any one to go to his house without giving something. The koowar is but young, and the Government is in the hands of the baee, and there is no reason why she should have gone to Goolabraee's house without giving him a present; and as for the others who gave presents, if you ask that, my answer is, it was proved by the investigation yesterday, besides the following shopkeepers went and gave him a koree each, viz., Anutjee Damodur, Sunganee Premchund Beemjee, and Shah Manuk Chund Juvea, and Thuker Veljee Mooljee; the sums are entered in their daily accounts, and as these people did not visit him without making him a present, how could the durbar go without giving something; therefore by examining the above-mentioned persons, and the durbar books, and the above-mentioned merchants' awura, and by sending Mr. Black, or any karkoon (those belonging Joonaghur excepted), to administer an oath to the baee and question her, and afterwards to question Oomed Singh and Lalljee Parek on oath, and examining the books, it will be apparent; should delay take place, and should they get information of what is going on, it will create more trouble. This I beg to represent.

25 July 1847.
(signed) *Appajee Mookund.*

(True translations.)
(signed) J. Black,
Acting Second Assistant Political Agent.

No. 3

Sudashunker Moolshunker, age 30 years, inhabitant of Mangrole, Metta of Anuntjee Amerchund, in presence of Lieutenant J. T. Barr, Acting First Assistant Political Agent, gives the following replies to the questions put to him.

Question. Did you receive the amounts, entered as paid to you in the chopras now produced, and if so, how did you dispose of the money?—*Answer*. I did receive these amounts,

Vide Appendix (A.)

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amounts, but they were given to me by my master, Anutjee, and were not transferred by me to any other party.

Can you account for the correction made in the one entry now shown to you, or the addition made in the other?—No; corrections are very commonly made, and the addition now pointed out is not a recent one; neither the correction nor the addition is, to the best of my knowledge, recent.

Do you know how the first entry stood before it was corrected?—No.

How can you say this, when you must be aware that these chopras were taken to your house last night; I have good authority for knowing that this was the case?—Oh, it is customary to bring these chopras to my house for examination.

What entries were you examining last night then?—The entries referred to my own private accounts, but were not those now pointed out.

Then you admit that the chopras were taken to your house?—They might have been. I did not return home till late; they were at my house when I returned. I was at the kutchery all day.

Did you hear that a complaint had been lodged that day by a person named "Appah" against Golabraee, the first assistant head karkoon?—No.

Did you see Golabraee that day?—I might have, but I had no particular communication with him.

[Witness here withdraws.

The gomashta's evidence, No. 4, is taken in presence of Golabraee, who, after the gomashta withdraws, requests permission to recall and examine Sedashunker. This request is complied with.

Remember, you may have to swear to what you state; who made the erasure in the chopra?—I did; because on inspection I found that Golabraee's name had been entered, and I knew that the money had not been paid to him, but to me; I also caused the gomashta to add (for the purpose of giving to Bramins), to the other entry, because I knew that the money had been paid to Golabre for this purpose.

By Lieutenant *Barr*.] Why did you answer differently before?—I made a mistake.

Who empowered you to make this alteration and addition in the chopra?—I have power to correct the books when necessary, and I did not consult Anutjee on this occasion, because he is at Joonaghur.

Did you consult any one else?—No.

Not even Golabrow?—No.

Did you tell Golabrow of his name being in the book?—No.

No. 4.

Tucker Gangjee Kulian, age 50 years, inhabitant of Hurreeana, Gomashta of Sunganee Jeena Keemjee, in presence of Lieutenant Barr, Acting First Assistant Political Agent, gives the following answers to the queries put to him.

Question. WHO altered the entry now pointed out to you in the chopra?—*Answer*. The entry pointed out is altered, and the alteration was made by Sedashinker, who inspected these chopras; the addition Brahmun made to the other entry pointed out, is in my handwriting, and it was added by order of Sidashinkur; Sidashinkur directed me to attend with these chopras at his house last night.

What reason did Sidashinkur give for the alteration and addition just made in the chopra?—He said they were necessary, because some one had given information regarding something contained in these chopras to Goverement.

24 July 1847. (signed) *Tucker Ganjee Kullian*.

No. 5.

Golabrow Umbashunkur, age 37 years, inhabitant of Joonaghur, Head Karkoon to the First Assistant Political Agent, in presence of Lieutenant J. T. Barr, gives the following replies to the questions put to him.

Question. YOU have heard the depositions of the two witnesses who have just withdrawn; what is your explanation?—*Answer*. I have no explanation to give with regard to the gomashta's deposition, which must be true, as Sedashinkur acknowledges it to be so; Sedashinkur may have made the alteration and ordered the addition to the entries in the chopra, lest I might get into difficulties because my name had been falsely entered, or he may have been directed to act as he did.

Did you give him any instructions on the subject?—No; I did not know my name was in the chopra; none of the money was received by me. I knew at Joonaghur that Appah had given information that my name would be found in these chopras; he had presented a petition to this effect to you at Rajkote whilst you were investigating the other complaint he had made, regarding my having received 60 rupees as a bribe from the Satoora grassias. I knew that you refused to seize these books, because Appah would not reveal the name of his informant.

Did

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Did you speak to Anutjee at Joonaghur on the subject?—No, I did not.

Did you speak to Seda Shinker, or write to him on this matter?—No.

Was there a mundeel at your house about the time at which these entries are dated?—Yes.

Did the Rajkote thakoor's mother visit your house on this occasion?—Yes, she did.

What karbaree accompanied her?—I do not know; I was intent on religious ceremonies, and did not observe.

Did she ever on any other occasion visit your house?—No.

Is there any ill-will between you and Sedashinkur?—No; he is my friend.

(True translations.)

(signed) *J. T. Barr*,
Acting First Assistant Political Agent.

No. 6.

Lalljee Parik, Hindoo, Moor Bunga, aged 45 years, inhabitant of Rajkote, in the service of the Rajkote Durbar, states in presence of Lieutenant J. Black, Acting Second Assistant Political Agent.

Question. WAS mundul held in Rajkote last Badurwar, and if so, where?—*Answer.* Yes, there was, at the house of Goolabrow; this I heard; Badurwar is the month in which these munduls are generally held.

Did you go about that time to Golabraee's house?—No, not when the mundul was there.

Did not you go about that time with the mother of the thakoor of Rajkote?—No, I did not.

Who did?—I do not know.

How did you know that the thakoor's mother had gone?—I heard it from the people of the durbar.

On that occasion what karbaree or minister went with the mother of the thakoor?—I do not know.

Did they on that occasion present a mundul to Golabraee?—The durbar in Badurwa last bought from Muckunshaw a mundul, and gave in payment for it a note of hand on Jeena Keemjee, the durbar modee, for 63 korees.

To whom was it given?—I do not know; and I do not know that it was given to any of the durbar servants.

What was the colour of it?—It was of kussoomba* colour.

Who bought the turban?—I and the baee bought it; the bunya brought the turban, and the purchase was made in the durbar. I do not know to whom the turban was given, but it is written in the durbar books; by examining them you will know all about it; that chopra is in the durbar, and the entry regarding the turban is in my own writing; others write in the book, but I wrote that entry.

Can you show that entry?—Yes, I will, if you will allow me to go to the durbar chest, where the book is kept; one of your peons may accompany me, and I shall send it with one of my writers.

Note.—According to the witness's request a peon was sent with him to the durbar to fetch the book alluded to, and after a short time he returned, accompanied by a durbar agent, bringing the book with him in which the entries copied into the Appendix, and marked (C.), occur.

(signed) *J. Black*,
Acting Second Assistant Political Agent.

No. 7.

Lalljee Peetamber, Hindoo, Moor Bunya, in the service of the Rajkote Durbar, aged about 45 years, inhabitant of Rajkote, states on oath in presence of Lieutenant J. Black, Acting Second Assistant Political Agent.

Question. LAST Badurwa the durbar purchased a mundul from Shah Muckunshaw, of Rajkote, for the sum of 63 korees, and paid it by an order on Jeena Kemjee; to whom was that mundul given?—*Answer.* Since I made my statement to you, I yesterday asked the baee, and her reply was, "It was given to the guests from Bhaonuggur."

When the durbar makes presents, is there any account of them kept in the books, or how, and is there any entry of these presents?—Yes, it is customary, and the person's name to whom the present is given in the entry, crediting the person from whom it is purchased, but whether this particular instance is written or not I do not for certain know, but if it is I shall look for it and tell you; and it is customary to write the names of guests to whom presents are given in another part of the book; by sending for the book and examining it that will be seen.

When the baee Naneeba went to Goolabraee's house, who accompanied her?—I do not know.

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When the presents were made to these mehmans was Kengurjee present?—Kengurjee was present in the durbar, and he died afterwards in the month of Jeh.

Is it customary when the baee goes out on such an occasion as going to a mundul, to take with her anything to present or not?—It is customary when going to a marriage to take a present to give, but it is not the custom at munduls.

Who were the Bhaonuggur guests, and what was given to them?—The Bhaonuggur people came, bringing with them as presents cocoa nuts; what was given to them is entered in the durbar kata for 1903, at page 124, which I now turn up and show you; and as to there being more or less mundeels, the baee can tell you about.

You formerly stated that the mundeel which was procured from Muckunshaw, was given to the Bhaonuggur guests, but now, from the account which you show in the books, it appears that eight mundeels were procured from Joonaghur, and that seven of these were given to the Bhaonuggur guests; where then is the one which was procured from Muckunshaw, and the one in excess of the eight from Joonaghur?—If you will ask the baee she will tell you.

Were you present when these presents were given to the Bhaonuggur guests?—I was present.

Is the account of these presents, as they were given, correctly stated in the book?—Yes; the account of them as entered in this chopra for 1903 is correct.

Between page 141 and 142 a page occurs without a number; who wrote that page, and how comes it to be there?—It is in my writing, and had been forgotton to be numbered.

1903, Assarsood 15th. (signed) *Laljee Peetumbur.*
(27 July 1847.)

No. 8.

Oomed Singh Ubeysingh, Hindoo, Jala Rajpoot, aged about 32 years, inhabitant of the Choora Village, called Koondler, presently residing in the Rajkote Durbar, states on oath in presence of Lieutenant J. Black, Acting Second Assistant Political Assistant.

Question. When the mundul was held at Goolabraee's house in Badurwa last, where were you?—I do not know whether I was at Rajkote or Gondul.

Did the Rajkote durbar at that time purchase a mundeel, and if so, to whom was it given?—Yes, the durbar purchased a mundeel for 63 korees from Shah Muckunshah, and gave in payment a note of hand for the amount on Jeena Kemjee. I was not present when the mundeel was purchased, but I knew it from the circumstance of Talljee Parek's asking my permission to write the order for the amount, which he did, and the durbar kept the mundeel and gave it to a guest from Bhaonuggur about two or three months ago.

What is the name of that guest?—There were 30 guests, and I do not know to whom it was given. I was present, and that very mundeel and others were presented.

How did you know that that very mundeel was presented?—Kengurjee, when the bundle of presents was opened, said before the whole of the kutcherry, "That is the Muckunsha mundeel, let us give it to the Bhoanuggur guest."

Did he mention where any of the other pieces of cloth had been purchased, and how?—Yes, he told me that some of them had been procured from Joonaghur.

Was Lalljee Parek then present?—Yes, he was. I do not know whether there is any entry made of the presents to the guests or not.

On examining the entry in the durbar book, it appears that eight mundeels were procured from Joonaghur, and that only seven of these were presented; what became of the eighth, and the one which was got from Muckumsha, which remained in the durbar for six or seven months?—I do not know anything about the books, but Laljee Parek knows.

Sumvut 1903, Assarshood 15th, (signed) *Oomed Singh.*
(27 July 1847.)

When I first asked you about the Muckunsha mundeel, you said the Bhaonuggur people received it; how did you know it?—Kengurjee told me, and thus I knew.

(signed) *Oomed Singh.*

No. 9.

Statement of *Baee Naneeba*, Mother of Takoor Meranumjee Rajkote, taken by Karkoon Pertabraee, at the Durbar.

Last year, in the month of Badurwa, there was a mundul held at Goolabraee's house, for the purpose of praying to Anunt Deo, and I went to pray to the god at his house; after praying I returned, but I did not give anything to Goolabraee.

Question. Did you take a mundul with you or not?—*Answer.* No, I did not.

Did you send one by any person?—No, I did not.

Show

Charges of Corruption against Bhugwun Lall and others.

Show me the durbar book containing the account of the clothes received and expended?—There is no book kept in the durbar of clothes given away, but, sometimes, when new cloth is purchased, it is entered in the books, and two of these books are now with the (Sahib) Political Agent.

It is suspected, from an investigation, that the leaves of your durbar chopra have been altered; therefore, for the honour of your durbar, state the truth?—What I have stated is correct.

Sumvut 1903, Assarshood 15th.
(27 July.) (signed) *Baee Naneeba.*

What became of the mundeel which was purchased from Sha Muckunsha, and was paid for by a note of hand on Jeena Kenejee?—In Wyshak last, guests from Bhaonuggur came, bringing cocoa-nuts, and that mundeel and others were given, as well as tetas, to them; and as it is customary to give presents to our relations we occasionally purchase these things, and lay them in the durbar, so as they may be useful when required.

How many mundeels were given to the Bhaonuggur people?—How can I recollect; some received mundeels, some doteas, and others rings; these things would be presented according to the rank of the person.

Where are the particulars of these presents?—They will be entered at the time the purchase was made, and it will be found in the entry of articles received from Joonaghur; but whatever was given from the durbar stock will not be entered.

Dated as above. (signed) *Baee Naneeba.*

On examining your chopra of 1903, it appears that you procured from Joonaghur, eight mundeels, to be given to the Bhoonuggur guests, and seven of these are written off as given accordingly, thus one remains over; then what reason was there for giving the muckunsha mundeel?—Presents were given according to the rank of the person who was to receive them; the muckunsha mundeel was a costly one, it was therefore given; and the one which remained of the eight was given to the son of Bata Dosee, at Bata Dosee's death.

You have now accounted for eight mundeels, what became of the ninth?—I sent it to my nephew, at Seehore, along with other presents; and, on these occasions, it is customary to give away a great many presents, therefore a proper account cannot be kept.

On examining the durbar books, it appears that they are very correctly kept, as they should be; and, as in the Bhaonuggur case, so in other cases, the particulars are written, so ought the entry of the mundeel purchased from Muckunsha to have been accounted for, but where this entry appears it seems that two or three leaves of the book have been altered. Until that is accounted for, it will be necessary to detain your karbaree here; therefore state plainly what is true, and if the leaves which were extracted are in your possession, produce them?—I know nothing about that; but if you (the sirkar) wish to bring me into trouble, and insist upon my stating falsehoods, then how can I resist, and if (the sirkar) you needlessly destroy the reputation of my durbar, in that case also you are master (dhunee).

Produce the invoice of articles received from Joonaghur?—That paper is in my possession, but it may be private, and I do not recollect where it is, but if I should happen to find it I shall give it to you.

27 July. (signed) *Baee Naneeba.*

No. 10.

Lalljee Peetambur, Hindoo; aged about 45 years; inhabitant of Rajkote, states, in the presence of Lieutenant J. Black, Acting Second Assistant Political Agent.

Question. Whatever you may have to state to Bapoobhaee, state in my hearing?—*Answer.* It is regarding the mundeel which was given to Goolabraee.

Who gave the mundeel?—The baee gave it to Goolabraee's wife on the day on which there was a mundeel at Goolabraee's house, and I accompanied the baee. Mamoo Oomed Singh was not present; Goolabraee and his wife were not in the same room; Goolabraee was outside in a small room; and we were in the verandah; Goolabraee, after finishing his prayers, came to where we were.

Did Goolabraee know that it was given?—Yes, he knew it was given to his wife from this circumstance: that when he came, he said, "Why do you go to this expense?" and the baee answered, "It was necessary that I should give it." Goolabraee said, "Very good; keep it."

Where was the mundeel then?—It was inside where the baee was sitting.

Was Oomed Singh in Rajkote at that time; and, if so, why was he not present?—He was at Rajkote, but on account of the relationship he was not there; he was not far away; he was near.

Who besides were present?—Suda Sunkur, or Wanarsee, was present.

The durbar chopra for St. 1902, was here shown to Lal Gee Parek.

How is it with regard to this book?—I took out page 141, and inserted a new leaf; because in this page was an entry of 63 korees, crediting Sha Muckun Deochund with that amount, and in it was written Goolabraee's name; in order to take his name out, I took out the leaf.

Charges of Corruption against Bhugwun Lall and others.

How does it happen that a numberless page occurs between page 141 and 142?—That page was forgotten in numbering the pages; this I am ready to swear to, and I have not now any dread of the durbar.

When you altered the book, were you in the durbar or at home?—About 8 a.m., when I was sitting at home, Oomed Singh came to my house, and said, "You must alter the entry about the mundeel." This happened on the same day as you sent for me (Mamoo); Oomed Singh was sitting in my house, and my brother was in the durbar. Oomed Singh sent a man (whose name I do not recollect) to him; on this Gungram, my brother, brought the chopra with him to my house; he came alone; there was no one with him. When I was engaged in transcribing the page I had taken out, Sedasunkur came to my house.

Why did Sedashunkur come?—He came on this business; and in answer to his queries I said I had taken out the name and was writing it again; and he said, "Very good; you have done well."

Is there anything to be said about this page, No. 101?—This is a new page which I inserted for the following reason, because on the credit side of this page, it was not as is now written, "For a sirpao to Raja Shree Annutjee," but it was formerly written, "Korees 1,000, for Jinvee and Wastoo to Raja;" this I altered into a present.

Who is meant by the Raja Shree, which you say was written here?—Raja Shree is the servant of Government, Mota Raja Shree is Bugwan Lall.

Through whom was it given?—Through Anutjee Amurchund.

Was it given at once, or at different times?—It was given in two instalments; but in the accounts it is credited to Anutjee in one sum of korees, 1,000, and the particulars will be found in the awura* for 1902, at page 75.

Witness here pointed out an entry of korees 2,081. 7., of which sum this sum of 1,000 korees is one of the items; witness states that the entry is in the handwriting of Hurree Pursand, and it is plainly written there, "given for Ginvee and Watsoo; through Anutjee."

Anutjee Amurchund's awuro for 1902 is here produced, and opened at page 151.

The Thakoor Muamunjee appears to be debited by Anutjee Amurchund with korees 5,914. 13.; explain this transaction?—Of these korees 5,914. 13., it is written that the sum of 500 korees was given or sent to Joonaghur, by the hands of Kowass Jeeno, and other 500 korees through Anutjee Bhaee for the Raja Shree. These two sums of 500 each, amounting to 1,000 korees, are credited at page 152 to Anutjee Amurchund's shop at Joonaghur, through Anutjee, on account of Thakoor Meramunjee, to whom it is debited. Thus it is written.

The entry of mundeels, at page 124 of the bata kata, is here shown to witness.

Is there anything remarkable about this?—No alteration has been made in that book; the entries are of this year.

Lalljee Parek then, of his own accord, and without any question being put to him, said:—The durbar gave to Goolabraee's wife, besides the above-mentioned mundeel, a jadla and choolee kund, valued 33 rupees; these articles are placed to the credit of Sha Muckunsha, at page 114 of the tham kata for 1902; these things were given on the same day as the mundeel was furnished by Baee Naneeba.

Who are those two kowasses, Jeena and Joona, whose names are entered as having given the money; are they durbar servants, or how; and did they both go at the same time?—They are servants of the durbar, and went together to Joonaghur; Jamba, the mother of Sooraja, had gone to Joonaghur; whether they went to her or not, I do not know.

Do you not know for what purpose these men went?—They went, I think, to Jamba.

Did they take the sum of 1,000 korees all in a lump, or in two parcels?—I do not know; but in the durbar books two instalments are written.

31 July. (signed) *Lalljee Peetambur.*

Lalljee Peetambur again called before Lieutenant J. Black.

31 August.

Question. The durbar chopra for 1902, called the beeta kata, was shown, and witness was asked to explain the entry above alluded to?—*Answer.* It is written in the credit side of this page 114, 33 rupees on Badurwashood 10th, particulars, as follows:—"One sadlo spotted for the durbar, to be debited to durbar, 28 rupees; one cholee kund, five rupees." It now stands thus, but formerly in its place was written, "One sadlo 28 rupees, one cholee kund, five rupees, for Goolabraee's house." It formerly was so, but in order to take Goolabraee's name out, I took out this page and put in a new one; viz., page 115. It is at the foot of page 114, and on the back of page 115.

11 August. (signed) *Lalljee Peetambur.*

No. 11.

Shet Wukutchund Kooshalchund's goomashta *Otumdass Shunkurdass*; *Kewuldass Echuram*, *Jumunadass Migindass*, and *Moolchund Sewukram*, writers.

Whereas you (sirkar) have shown to us four a chopra (the durbar chopra), and told us to examine it, and tell whether there is any new writing or pages in it, we have all of us examined that chopra, and the following appears to us to be the case:—

We suspect that page 101 has been taken out, and this new page substituted; and we suspect the writing to be fresh, and there is an error in the summing up of the debtor side of the account, which is 1,888 korees; thus we suspect that leaf.

Page

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* Journal.

Charges of Corruption against Bhugwun Lall and others.

Page 115 has been altered, we think, from the fresh appearance of the ink.

We are also of opinion that page 141 has been altered, for the paper and ink appear new.

Between 141 and 142 pages, a page occurs without number; this is also suspicious.

Thus (as above written) we suspect that the leaves of this chopra, and the entries, have been altered.

(signed) *Otumdass Sunkurdass.*
Kewuldass Eechuram.
Jumunadass Migundass.
Moolchund Sewukram.

1903, Assarwud 6th, (Monday, 2 August).

No. 12.

Gunga Ram Peetambur, Hindoo, Mod Bungo, in the service of the Rajkote Durbar as a Mehta, aged about 56 years, at present residing in Rajkote, states before Lieutenant J. Black, Acting Second Assistant Political Agent.

Question. State what you know regarding certain leaves of the durbar books having been taken out and others substituted?—*Answer.* One day, I forget which, when I was sitting in the duftur khana,* a man whose name I forget, came and said that Lalljee Parek and the namoo were sitting in the house of Lalljee Pareek, and they sent him for the beeta kata,† for Sumvut 1902. On this I took the book with me to the house of Lalljee Pareek; there Marnoo,‡ Sudashun Kur and Lalljee Parek were sitting. I went into the house and gave them the book, and I then went out and sat in the verandah, and then I do not know whether they altered the books or not.

When did you again receive these books?—About two gurrees after, I received them and carried them back to the durbar duftur kana; and I did not afterwards see the pages of the chopra.

When did you hear that a page or pages had been put in afresh?—I heard it after the books had been sent for by the sirkar.

Did you not, upon going there with the books, ask what was to be done with them?—Why should I ask; I am but a servant.

Were Lalljee Parek, Sudasunkur, and the uncle (Oomed Singh) sitting together from the time you gave them the books up to the time of their returning them to you, or how?—About one gurree after I gave the books, the uncle rose and went out, and afterwards Lalljee gave the books to me, and I returned it into the durbar.

Did you not, on that occasion or afterwards, ever ask what they had been doing with the books?—I am a servant, therefore why should I ask.

Was Sudashunkur sitting in Lalljee Parek's house when you went there, or did he arrive afterwards?—He came immediately after me, and he went to Lalljee Parek.

Inform me for what purpose the book was sent for?—I do not know; I gave the book to Lalljee Parek, and then sat outside in the verandah.

Was Sudasunkur present at the durbar when you took out the book?—No, he was not; he came after me, but from whence I do not know.

In the durbar beeta kata, page 141, there is an entry of "Sugar-cane produce;" look at the writing, and tell me whose it is?—It is written by me.

That is, by Lalljee Parek's statement, a new page; if you were not present, where were you when you wrote this?—Lalljee Parek gave me a separate piece of paper, and told me to go to the durbar duftur khana, and copy the contents, and I did so.

Was anyone present when you afterwards returned the book into the duftur khana?—No.

Sumvut, 1903, Assawud 8th,
(3d August 1847,)
Rajkote.

(signed) *Gangaram Peetambur.*

No. 13.

Petition from *Goolabraee Umbashunkur* to Captain *W. Lang*, Political Agent.

A. C.

I beg to represent that Baee Naneeba and others came to my house during the mundul of Assowud 14th; and with reference to your question regarding the mundeel being presented, the baee came to pray; and owing to the customs of the country I was sitting outside, and I did not see the baee present anything. While the mundeel was being held a great many persons were present, and the Brahmins employed in the ceremony do not move until the prayers are finished, and other men and women of the town came to pray there, and what they presented was given before the mundeel, and was that instant removed by the Brahmins. But it is not customary for me (the person at whose house the mundeel is held) to take anything; and with regard to 60 korees given by Unutjee, which you questioned me about, that sum was never received into my house, and the Deo knows why my name is written in the chopra; and they must know, I do not. Wassuntjee Booj's son was karbaree in the durbar for five or ten years. Naneeba, on account of our being relations

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* Office.

† Daily Account-book.

‡ Uncle of Thakoor.

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relations of the karbaree, insisted, by administering oaths, on giving one got and one choolee kund; this I find on inquiry from the people of my house, and Lalljee Parek states in his deposition that a mundeel was given; but from the reply I have had from Joonaghur, I find that neither Naneeba nor any other person presented any mundeel.

Sumvut, 1903, Shrawun Shood 1st.
Rajkote, 11 August 1847.

No. 14.

Goolabraee Umbashunkur, Hindoo, Nanur, Karkoon, aged about 37, inhabitant of Joonaghur, at present in the service of the Political Agent, states in presence of Lieutenant J. Black, Acting Second Assistant Political Agent.

Question. With regard to the durbar chopra called the beeta kota for Sumvut 1902, at page 141, on the back of the page appears an entry on the credit side, crediting a mundeel to Muckunsha Deochund Badurwa Wud 10, paid by a note of hand for 63 korees to be debited by durbar expenses. On questioning Lalljee Paruck, he says, "I altered that page" (by taking out the leaf), if you know any reason for his doing so; state it?—*Answer.* I do not know any reason he had for altering it, whether it was done through enmity or friendship.

Lalljee Parek was here confronted with *Goolabraee*, and questioned as follows:

Was there any conversation between the baee and Goolabraee at the time the mundeel was given?—The baee and her people from within said to Goolabraee, "Take this mundeel," and Goolabraee said, "Very good; keep it."

To *Goolabraee*.] If you have got anything to say about this, state it?—I beg to say that Lalljee Parek says that they spoke to me about the mundeel, but I do not know anything about it and it is customary among our women to conceal anything that may have been given on the part of their own relations, and also anything they may wish to keep secret from their husbands; and if Naneeba says that she gave a mundeel, ask her into whose hands she placed it. Be pleased to investigate that, for the mundeel was not received into my house.

1903, Sharwun Shood 1, st. (signed) *Goolabraee Umbashunker.*
(11 August 1846.)

No. 15.

Shet Wuckutchund Kooshalchund's head goomashta *Ootumchund Sunkurdass*; and Sha Sackerchund Premchund's goomashta *Jummuradass Nugeendass*; and Vrijbookun Heerachund's head goomashta *Kewulsha Echaram*; and Ambaeedass Pursotum's head goomashta, *Moolchund Sewukram.*

We, the above-mentioned four persons, received from sirkar a chopra, and were told to examine it, as to whether any leaves had been taken out, or whether the writing was fresh; and whether the book appeared to have been opened; and we four have examined the book, and we are of opinion that the binding of the book has been undone.

1st. From the appearance of the book, it looks as if the binding had been undone; for this reason, that several of the leaves which were originally bound in the book have been taken out, and again bound into the book. In several of these the old holes through which the string passed still remain, and new holes have been made in again binding the book, and some of the pages have been placed a little on one side in binding the book a second time, and in doing so when writing the page a blank has been left between the upper side of the page and the lower. From this we are clearly of opinion that the book has been altered.

2d. On examining page 184 we are of opinion that that page was taken from among the blank pages of the same book and placed here. Thus we think, for this reason, that the fold in the centre of this page does not correspond with the others, or is reversed, and the three marks of the former binding string are on this page. Two of these are large, over which small pieces of paper have been pasted, and the third is left open; and other three holes have been made when inserting this page a second time, and the freshness of the ink also excites suspicion. The above is the opinion of us four persons. We write this for the information of Government.

(signed) *Ootumdass Sunkurdass*, Goomashta of Shet Wuckutchund Koosachund.
Jummuradass Nugeendass, Goomashta of Sha Shackurchund Premchund.
Kewuldass Echaram, Goomashta of Sha Wurujbookun Heerachund.
Moolchund Sewukram, Goomashta of Parek Ambaeedass Purshotumdass.

Sumvut 1903, Sharwun Shood 4th, (Saturday, 14 August 1847).

Charges of Corruption against Bhugwun Lall and others.

No. 16.

Sudasunkur Moolshunkur again called before Lieutenant J. Black, and interrogated before Goolabraee.

Question. In Anutjee's awuro for Sumvut 1902, at page 184, near the place where the cord passes through, there are two pieces of paper pasted on that leaf, and there is a hole; how do you account for that?—*Answer.* I did not paste these pieces of paper, and I did not make the holes.

Between pages 183 and 185 a page occurs, the *sul* or fold in the centre of which does not correspond with those of 183 and 185, how do you account for that?—It must have been inserted when the book was made; it must be one of the old ones; I did not insert any new one.

Page 184 appears to be a new leaf; state therefore what has become of the old one?—I do not know; I did not take it out.

Then inform me who took it out?—I do not know.

Afterwards Sudasunkur states as follows:

I took out the old leaf and put in the new one, because in the debit of these 60 korees it was written for Goolabraee's mundeel,* on this account I altered it, and I have not got the original leaf; I tore it into pieces.

How was this given, in hard cash, or clothes, or how?—I put 60 korees before the mundeel, and saluted the mundeel.

How far off was Goolabraee?—Goolabraee and his wife were in the house, and the mundeel was in a verandah or open house.

Were the korees in a bag, or loose?—The korees were not in a bag, but in my hand.

When you presented the korees, who were present?—Brahmins were present, and they were reading.

On what day did you alter this book?—I do not recollect, but it was before the books were taken to Mr. Barr, on the information given by Appa, and after Captain Lang's arrival.

When you were inserting the new page, who was with you, and did the string of the book break or not; and how?—No one was present, and at that time the string broke, I sent for Jeena Kemjee's books to see how the entry was in his book; Gangjee brought them about 8 o'clock, P. M.; I inspected them and gave them back, and he went away immediately, on which I altered the book.

Goolabraee was here questioned.

What have you got to say to what Sudasunkur has just deposed to?—He must have placed these korees before the mundeel; but I do not know anything about it, and I would not think of taking what was placed near the mundeel.

14 August 1847. (signed) *Sudasunkur.*
Goolabraee Umbasunkur.

No. 17.

Anutjee Anurchund, Hindoo, Nagur Brahmin, aged about 38 years, Karbaree, inhabitant of Joonaghur, in the service of His Highness the Nuwab of Joonaghur and the Thakoor of Rajkote, states before Lieutenant J. Black, Acting Second Assistant Political Agent.

Question. On examining your Rajkote chopra for 1902, it appears that one page has been taken out and another put in; it is the page in which 60 korees are debited; how is this?—About four days ago my goomashta, Sudashunkur, told me that he had given 60 korees at Goolabraee's mundul* in 1902, and that he on that account had changed the leaf, because it was entered there.

Sumvut 1903, Shrawun Shood 6th, (signed) *Anutjee Amurchund.*
(Tuesday, 17 August 1847.)

(True translations.)

(signed) J. Black,
Acting 2d Assistant Political Agent.

(True copies.)

(signed) W. Lang,
Political Agent.

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* Religious Ceremony.

* Religious ceremony.

Charges of Corruption against Bhugwun Lall and others.

Enclosure 2, to Government Letter, No. 113; dated 18 August 1847.

APPENDIX.

EXHIBITS from (A.) to (C.)

The words printed in *italics* are written in *Red* ink in the M.S.

EXHIBIT (A).

EXTRACT from the Books of Sunganee Jeena Kemjee, of Rajkote, for Sumvut 1902, Guzerattee Badurwa Shood 14th.

10 korees, by Sha Muckundeo Chund, 14th Shood.

10 korees, cash, to be paid to Goolabraee Raja Shree.

10. By profit and loss.

10. Cash paid on the occasion of a mundul, at Raja Shree Goolabraee's house, to Brahmins.

N.B. The words "to Brahmins" appear to have been added lately.

4. By amount debited to Anutjee Damodur.

4. Paid in cash, through Modee Jeta, for the mundul at the house of Raja Shree Goolabraee Bhaee.

Sumvut 1902, Guzerattee Badurwa Wud 4th (Wednesday).

60. By amount debited to Raja Shree Anutjee Umturchund.

60. By cash to be paid to Suda Shunkur Bhaee, as per letter of the Raja Shree.

N.B. The entry formerly stood "paid to Sadashunkur Bhaee, to be given to the mundul of Raja Shree Goolabraee."

Sumvut 1902, Guzerattee Badurwa Wud 8th (Sunday).

63. To amount credited to Sha Muckun Deochund.

63. To one mundeel to be debited to the durbar.

Extract of Entries in the Books of Sanganee Jeena Kemjee, for Sumvut 1902.

Page 514.—In the Daily Accounts for Badurwa Shood 10.

Bardurwa Shood 14th.—Page 517.

10 korees, by amount debited to Sha Muckun Deachun.

10. By cash to be paid to Goolabraee. Page 74.

4. By amount debited Mung Anudjee Damodur.

4. By cash paid to Modee Jeta, to be paid to Raja Shree Goolabraee.

Page 518.

27. 6. By profit and loss.

1⁰ By amount paid at the mundul, at the house of Raja Shree Goolabraee, to Brahmins.

N.B. "To Brahmins" appears to have been added.

Charges of Corruption against Bhugwun Lall and others.

Sumvut 1902, Guzerattee Badurwa Wud, 4th; Anwura, page 528.

	71. 8. 0. By amount debited to Raja Shree Anutjee Amurchund.
	Page 97.
	60. By cash to be paid to Suda Sunkurbaee.
	11. By amount credited to Gandee Daya Tokur.
N.B. The correct reading of this entry would appear to be—By cash, through Suda Sunkur, to give to the bhaee.	8. By amount paid through Suda Sunkur, for charity, to the priest of Pertabraee.

Sumvut 1902, Guzerattee Badurwa Wud 8th.—Page 532.*

Page 533,	
63. To amount credited to Sha Muckun Doechund.	63. By amount debited to durbar, page 19
63. To a mundul, to be debited to the durbar.	63. By a mundeel, to be credited to Sha Muckun Deochund.

EXHIBIT (B).

EXTRACT from the Awura of Raja Shree Anutjee Amurchund's Shop, at Rajkote, for Sumvut 1902.—Page 184.

60. To cash, for a poshak, to Sudashunkur, as per Anutjee Bhaee's verbal order, to be debited as expenses.	60. By cash for the poshak, received by Mehta Sudashunkur, as per Anutjee Bhaee's verbal order when departing, Badurwa Shood 15.

N. B. This page is the one in which the three old marks of binding are, and which, the Punchayut of the 14th August say, has been newly inserted; and Goomashta Sudashunkur confesses that he took out the page which formerly filled its place, and inserted this new leaf.

EXHIBIT (C).

EXTRACT from the Beita Khata, of the Rajkote Durbar, for Sumvut 1902.—Page 114.

Shah Muckunsha Deochund's Account, in Rupees, for Sumvut 1902.

33 rupees. To amount credited on Badurwa Shood 10th.	*N.B. Page 115, on the back of which this entry occurs, is said, by the Punchayut, to be a fresh leaf; and Laljee Parek, in his statement, deposed to having put it in.*
28 rupees. To one sadlo, with spots, for the durbar, to be debited as expenses.	
5 To one choolee kund.	

Extract from the Account of Jeona Kemjee, as per Beeta Kata of Rajkote Durbar, for Sumvut 1902.—Page 137.

Kos. Page 140.

63. To amount of note of hand, dated Badurwa Wud 10th, paid to Sha Muckun Deochund for a mundeel, purchased from him, and kept in the durbar, to be debited as expenses.	*N.B. This entry is written on the back of page 141, which is said, by the Punchayut, to have been put in afresh; and which Lalljee Parek, in his statement, deposes to having changed.*

(True extract.)
(signed) *W. Lang*, Political Agent.

(True translation of the extract.)
(signed) W. Lang, Political Agent.

Charges of Corruption against Bhugwun Lall and others.

Enclosure 3, to Government Letter, No. 113, dated 18 August 1847.

'I GIVE this to Goolab Rae Ambasunker, to certify that I have a very high opinion of his abilities, zeal, and even integrity (a plant of so rare a growth in this soil). He served me in a crisis of peculiar difficulty, conducting himself so as to give me very material aid, and proving himself fitted for any advancement that, I trust, may be bestowed on him, for the benefit of his employers, as well as in consequence of his own merits.'

Rajkote, 1 May 1839. (signed) *G. L. Jacob*, A. P. A.

I HAVE much pleasure in recording the high opinion I entertain of Goolab Raee Ambasunkur Mehta, attached to the First Assistant Political Agent's Kutcherry. During the 18 months I have been officiating as first assistant he has acted under me.

At the Hoozoor station, or whilst out in the districts on deputation, he has on all occasions given me the greatest satisfaction. From him I have received valuable information on the separate jurisdictions of the chiefs, as well as on the manners, laws, customs, and habits of the inhabitants of this peninsula, information which has greatly facilitated the discharge of my duties. He possesses much intelligence, great readiness in comprehending instructions, is a quick writer, and most diligent in his duties.

I entertain much regard for him, and consider Goolab Raee Ambasunkur a valuable servant of Government, and strongly recommend him to the notice of his superiors.

(signed) *H. H. Ramsay*,
Rajkote, 28 November 1842. Acting 1st Assist. Pol. Agent, Katteewar.

I CONSIDER Goolab Raee Karkoon, attached to the first assistant to the Political Agent in Katteewar, a clever, shrewd, industrious man. Next to the native agent, he is perhaps the most efficient working karkoon of the establishment; and I wish that his pay was more commensurate with his deserts.

(signed) *G. L. Jacob*,
Rajkote, 9 January 1843. Acting Pol. Agent.

GOOLABRAEE UMBASHUNKUR has been chiefly with Captain Aston since my arrival in the province, who speaks of him most highly. I believe him to be a very good mehta, and worthy of better pay.

(signed) *A. Malet.*
9 May 1846.

GOOLAB RAEE UMBASHUNKER has been under me as head mehta, attached to the First Assistant Political Agent in Katteewar, for the last four years. I have ever found him most diligent, willing, and humble. He is good-tempered and skilful in his business. I believe him to be a trustworthy and able mehta; and in all respects a very valuable public servant.

(signed) *H. Aston*,
2 February 1847. 1st Assist. Pol. Agent.

(True copies.)
(signed) Wm. Lang, Political Agent.

From Captain *Henry Aston*, First Assistant Political Agent, to Captain *W. Lang*, Political Agent in Katteewar; dated ship "Owen Glendower," 2 February 1847.

Sir,

PREVIOUS to my departure from India on sick certificate, I was solicited by those natives of the Political Agent's establishment who had been placed immediately under me, for certificates of character. The existing orders of Government of course prevented my complying with such solicitations direct, but I now beg to enclose some certificates to be distributed as you may deem not improper.

2. Regarding the chief mehta attached to me for the last four years, I deem it just to him to make some special observations, having been with me during my long sojourn in the neighbourhood of Joonaghur in 1844, during that necessarily unsettled state of affairs attending the transition of place and power from and to different agents; and having himself been instrumental in keeping me well-informed of events past and passing, a knowledge of which led to the loss of power and degradation of leaders of a party, the centres of intrigue. Joonaghur, too, being the great focus of intrigue in Katteewar, from which numerous other intrigues in other places emanate, or to which they tend, it were to be expected that numerous active and powerful enemies would be raised up against this mehta, Goolabraee Umbashunker, who would not cease to make him an object of persecution; and more especially if the doing so could be made to subserve their purposes of intrigue until their leaders should succeed in accomplishing their object, never lost sight of or abandoned: the restoration to place and power, or participation in collateral advantages. It is not surprising, therefore, that accusations should have been preferred against him by these people, or

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or persons directly connected with them in interest; nor will it be surprising if such accusations be reiterated as long as the fallen party remain out of office and power. They probably think that like intrigues against those in office in native states, skill and unscrupulousness, may be sufficient to procure eventual success; at least such proceedings may bolster up their sinking consideration and influence, support the hopes of their party, and prevent their degradation to contemptible insignificance.

3. It has so happened that in his social relations, in commercial connexion, and I believe, in family relationship, Goolabraee Umbashunkur is connected with the party that has come into power and influence in the Joonaghur State; and this would obviously suggest a plausible handle to the opposite party, that in the progress of natives' intrigues, we should expect would be seized, as suggesting any giving colour to undue influence of this native functionary, and the prostitution of this influence to dishonest purposes.

4. I have been ever alive to the possibly improper effect upon Goolabraee of his peculiar relations above alluded to, and have been proportionally watchful to detect it; but I have never seen reason to infer that he was instigated by a partial bias in the expressions of opinions or suggestions that his duties elicited; and I have always found him, in a very unusual degree, communicative of facts and circumstances that may have come to his knowledge, which tended to elicit the truth, whichever side of a case they may have supported. For this and his other qualities I consider him a very valuable public servant, whose place in Katteewar it would be impossible to supply at present, and it would take a long time to train any mehta to become equally useful there.

I have, &c.
(signed) *Henry Aston,*
First Assist. Pol. Agent in Katteewar.

(True copy.)
(signed) Wm. Lang, Political Agent.

MINUTE by the Honourable the Governor.

No. 8841.

I AM of opinion that Captain Lang has formed a correct judgment on the evidence in this case, and have no doubt of the fact that the presents in question were made by the Chief of Rajcote and his family on the occasion of the ceremony at the house of Goolabraee, the karkoon of the first Assistant Political Agent, by whom they were received, in contravention of the orders of Government of the 25th February 1846. Perhaps the Honourable Mr. Willoughby will be so good as to favour the Board with his opinion as to the extent of punishment proper in this case.

25 October 1847. (signed) *G. Clerk.*

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable the Governor and the Honourable Mr. *Reid.*

No. 8842.

I CONCUR in the view which Major Lang has taken of the case of Goolabraee. The Political Agent recommends that he be suspended for three months. I would increase the period to six months, and on the expiration of his suspension, employ him, at all events for the present, otherwise than as carcoon to the first assistant.

I cannot approve of the proclamation limiting the period to three months for the receipt of complaints of bribery against members of the agent's establishment; though I am fully sensible of the inconvenience which such complaints occasion in the discharge of the onerous duties of the Agency, and the amount of time they of necessity occupy.

This is, however, unavoidable, and there can be no more important object kept in view than to purify our establishments from the taint of bribery and corruption.

Another objection also to the measure would be, that encouragement would be held out to prefer false charges, which are already unhappily of too frequent occurrence.

The arrangements to be made in consequence of Goolabraee's suspension, as well as those which may become necessary in the event of the native agent being found guilty, should be in conformity with existing regulations.

(signed) *J. P. Willoughby.*
G. Clerk.
30 October 1847. *L. R. Reid.*

Charges of Corruption against Bhugwun Lall and others.

No. 4323 of 1847.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

No. 8843. I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter No. 113, dated the 18th August last, reporting the suspension of Bhugwan Lal, your native agent, and Goolabraee, your first assistant's head carcoon, for having received presents from the Rajkot Durbar, in contravention of the orders of Government of the 25th February 1846.

2. In reply, I am desired to inform you that the Governor in Council considers that you have formed a correct judgment on the evidence in this case, and entertains no doubt of the fact that the presents alluded to were made by the chief of Rajkot and his family on the occasion of some ceremony at the house of Goolabraee.

3. The Governor in Council does not, however, consider that three months' suspension will be a sufficient punishment for the offence committed by Goolabraee, and is pleased to increase the period to six months, with the proviso that, on the expiration of this period, that individual should be employed, at all events for the present, on any other duty than as carkoon to your first assistant.

4. The Governor in Council does not approve of the proclamation which you propose issuing, limiting the period to three months for the receipt of complaints of bribery against members of your establishment, though he is fully sensible of the inconvenience which such complaints occasion in the discharge of the onerous duties of the Kattewar Agency, and the amount of time they of necessity occupy.

5. This is, however, unavoidable, and there can be no more important object kept in view than to purify the establishments of the public officers under this Presidency from the taint of bribery and corruption. The measure is also objectionable, as it would hold out encouragement to parties to prefer false charges, which, unhappily, are already of too frequent occurrence.

6. In conclusion, I am desired to inform you that the arrangements to be made in consequence of Goolabraee's suspension, as well as those which may become necessary in the event of Bhugwan Lal's conviction, should be in conformity with existing regulations.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 12 November 1847.

Extract Bombay Political Consultation, 16 December 1847.

Government, No. 122 of 1847.—General No. 526.—Political Department.

From the Political Agent in Katteewar to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

No. 9631. WITH reference to the fourth para. of my letter of the 18th ultimo, I have the honour to forward translations of the depositions and other papers in the case of the asserted receipt by Bhugwan Laul Mudunjee, the native agent in this province, of two presents, of 500 coorees each, from the Rajcote Durbar, in the year Sumvut 1902 (A. D. 1845–46), the one as wastoo, on the occasion of performing the usual ceremony on the opening of a new house he had built at Joonaghur, and the other as junoee, when his young son received the Brahminical string.

2. It will be seen that, in his first deposition, Bhugwan Laul denied all knowledge of either of these items, and Annuntjee Amurchund, the karbaree through whom the presents appeared to have been made, when he was first examined, on

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on his arrival from Joonaghur, said all he could to support Bhugwan Laul's denial, although before taking his deposition I had not only strictly cautioned him, but pointed out to him that, as the money had evidently been paid to him by the durbar, he could only save the party to whom he might have given it, as far as his evidence was concerned, by taking upon himself the odium and the criminality of having plundered the durbar during the minority of its young chief of 1,000 coorees in the name of some of the native servants of Government, and that he might rest fully assured that such an act would not be lightly passed over.

3. It was easy to perceive in the course of his examination that he was involving himself deeper and deeper in falsehood, and I, repeated my warning more than once, but all to no purpose. The following day, however, he requested again to see me, and stated that the story he had told the day before was entirely made up, as I suspected, and that it was impossible for him to tell the truth on such a subject without involving himself in such disagrace with his caste as to run the risk almost of being turned out of it. He saw, however, the dilemma in which he had involved himself, and had, I imagine, been speaking to Bhugwanlaul on the subject, for he went on to state that, in order to clear up the matter to me, and at the same time to save him from part of the odium he must incur in the business, Bhugwanlaul was prepared to disclose all that had occurred, and he hoped he might not be examined till afterwards, if indeed it would then be necessary at all. Of course I pointed out to him that he had already disgraced himself beyond measure in the eyes of all right-thinking people by the course he had adopted, and that, although he never could recover the position he had lost, the sooner he told the truth the better for himself, as his waiting till Bhugwan Laul had done so would only deprive him of any little merit there might be in it. So little reliance, however, could be placed on anything he might say on the subject, that I did not press him further about it.

4. A day or two afterwards, the petition which is numbered 9 in the accompanying proceedings was given in by Bhugwanlaul, and followed by the rodee, numbered 10, from Anutjee. Bhugwanlaul in this admits having received the 500 coorees for wastoo, but states that he was not at Joonaghur at the time, and that it was therefore paid to his family, and excuses himself on the ground that it occurred previous to the publication of the Government Circular prohibiting the interchange of presents on such occasions. He also admits having received 500 corees from Anuntjee's shop at Joonaghur on the other occasion, that of giving the junoee to his son; but as this occurred after the prohibition above alluded to, and he was himself at Joonaghur at the time, he endeavoured to explain it by stating that he considered this payment to be in part of a sum of 1,199 rupees which he had made over to Anuntjee, who has likewise a shop at Rajcote, a short time before, to convey to Joonaghur for him, when they went there together. In Anuntjee's radee, however, he distinctly states that both items were paid by him to Bhugwanlaul, on account of the Rajcote Durbar.

5. It was necessary therefore to endeavour to remove any doubt there might be on this subject, and the further examinations of Bhugwan Laul, and his brother-in-law Kandass, and Anuntjee, which are numbered from 11 to 18 in the accompanying proceedings, were held with that object. Anuntjee at first insisted on his having paid back the amount he received from Bhugwan Laul, at Rajcote, in Company's rupees, at Joonaghur, whereas Bhugwan Laul stated that he had drawn it in coorees, which are the current coin at Joonaghur, in two or three different instalments. In my own mind, I had scarcely a doubt of the truth of Anuntjee's statement, but asked him whether he was ready to take an oath to what he had stated. He at once expressed his readiness to do so, and I was about to administer it presence of Bhugwan Laul, after confronting them, when, lamentable to relate, he again changed his story, and, as shown in accompaniment No. 18, stated that Bhugwan Laul's version of it was the correct one, that he was now ready to swear to his, and that he had before told a deliberate falsehood, in order that his statement might agree with what he then understood to be Bhugwan Laul's. I could not help feeling that administering an oath under such circumstances would have been almost abetting perjury,

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perjury, and therefore refrained from doing so; but before dismissing the parties, told both of them, that after such contradictory statements nothing short of the production of the accounts regarding the payment of the 1,199 rupees could clear up the matter.

6. Both of them have declared from the first that they have no accounts of this transaction; and Anuntjee explains his having none, by stating that he paid the money from his private store, in his own house at Joonaghur, of which he has no account whatever. It is difficult to believe this; and I have waited till now in the hope that he might be induced by those about him to produce some account to prove the truth of his first statement; but he persists in denying that he has any, and declares that it is not customary among people of his caste to keep any account of their private hoards. It is useless therefore longer, to delay this report; and as Anuntjee, notwithstanding what I fear must be considered his most wilful falsehood, persists in asserting the fact that the money paid at the time of junooe was from the Rajcote Durbar, and supports it by the circumstance of its being entered in the account books of the Junaghur shop, whereas there is no entry in them regarding the repayment of the 1,199 rupees, Government will probably consider this item also as fully proved against Bhugwan Laul.

7. Besides the alterations in the books of the Rajcote Durbar and Anuntjee's shops here, which were alluded to in my letter of the 18th ultimo, and copies of which are given in the Appendix, as far as they relate to the present case, the books of Anuntjee's Joonaghur shop have also been altered, as shown in Appendix (C.), with regard to the item of 500 coorees given on account of wastoo, so as to make it appear that the money was paid to his brother, Umrit Laul. Before these books were produced, however, both he and Bhugwan Laul had admitted this item, and he at once confessed having had the alteration made, and explained that it had been done a short time before, to endeavour to conceal the payment of the money to Bhugwan Laul. It is therefore most improbable that the other item of 500 coorees for the junooe should have been taken from the Rajcote Durbar, and appropriated by Anuntjee himself; and there is the direct evidence of Bhugwan Laul's own memorandum (No. 12) and Anuntjee's Joonaghur accounts, an extract from which is given in Appendix (D.), that he received 500 corees from the Joonaghur shop, about the time of the Junooee, and the further proof that this sum, and another of 200 coorees more, were a few months afterwards debited to Anuntjee's own account, and credited to Bhugwan Laul in the same account books, an extract of which is given in Appendix (E.) No alteration has been made in either of these entries, the purpose for which, or on whose account, the payment was made, having been mentioned in them.

8. The interchange of presents between our native establishment and the chiefs and karbharees of the province, on occasions of religious or family ceremonies, would never, of course, have been permitted by any officer in charge of this Agency, had it been known; and the prohibition which was published last year had, I imagine, solely in view the interchange of presents on such occasions between different members of the establisnment, including perhaps their relations and caste-fellows in the service of the native chiefs. The excuse therefore given by Bhugwan Laul for accepting the first present, the amount of which he must have been well aware he owed to his official position alone, is, I think, altogether unsatisfactory; but as there appears to be no doubt that the practice must have been exceedingly common before his appointment as native agent, Government might possibly have overlooked this part of his offence with some punishment short of dismissal, in consideration of his former able and zealous services. It is impossible, however, for me to offer any extenuation, even for the acceptance of the present on the occasion of the junoee, so soon after the prohibition by Government of the receipt of any presents whatever; and the efforts that have been made to disprove this part of the accusation against him, sufficiently show that both Bhugwan Laul and his friends must have been well aware of the consequences such an act was likely to involve. I can only therefore beg that if Government considers the proof on this point inadequate to convict him of having taken the money, knowing from whence it came, he should be allowed the full benefit of the doubt.

9. I regret

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9. I regret more than I can express the part which Anuntjee Amurchund has taken in this transaction. He had before felt the weight of the displeasure of Government for being slightly mixed up with the Joonaghur bribery case, which occurred in 1835, and had to all appearance gained the greatest benefit from the lesson. Although originally only one of four in the Joonaghur council of administration, his general ability, and great influence with the young nuwab, have for years past given him the entire control of Joonaghur affairs, and he has conducted them with a degree of energy and general attention to the wishes of Government that entitle him to the greatest credit. I have frequently advised him to give up the management of Rajcote and his connexion with Paulitana affairs, both of which he probably owes in a great measure to his intimacy and supposed influence with the native agent, and to confine his attention entirely to Joonaghur, where there is ample employment for the most active and able manager; but he has obviously been averse to do this, doubting whether he should be able to maintain his position at Joonaghur as the young nuwab grew older. I intended, however, in consequence of his present misconduct in assisting in the misappropriation of the Rajcote resources, during the minority of the young thakoor, to have recommended that the durbar should be required to discard him entirely from all connexion with the affairs of the talooka, and it would, I consider, be a good addition to the punishment to make him refund the amount misappropriated, which might be credited to the Infanticide Fund, if it is thought advisable to make the young chief suffer for the fault of his mother in being a party to the disbursement, Anuntjee being of course told, at the same time, that he might recover the money from the party to whom he had so improperly given it.

10. After his repeated and determined falsehoods, however, which have amounted to an absolute mockery of justice, I am doubtful whether his own misdeeds, and the example which should in such cases be made to others, do not call for the severest notice we can take of such conduct, which would, I consider, be to refuse to receive him again as the karbharee or agent of any chief in the province. I cannot conceal from myself that his being received again with the distinction which has always been accorded to him as Joonaghur Karbharee, must necessarily have a very bad effect, but an intermediate punishment, and perhaps a sufficient one, may be awarded in the present case, by insisting on his giving up all connexion with any of the other talookas, except Joonaghur, where the young nuwab is still most anxious to retain his services, and by depriving him at least for a time of any special mark of attention when he visits the Political Agent. As the nawab has till lately been in his minority, and we are therefore in a manner responsible if any similar misappropriations of the Joonaghur revenues have been made during Anuntjee's administration, I would further suggest, in this case, that we should exact a bond from him in the name of the nuwab, to pay five-fold in the event of any such presents having been made by him on the part of Joonaghur. Nothing, I fear, is more probable than that they should have been, and as he would be well aware that such a document, in the possession of the nuwab, would be likely enough to be acted upon hereafter, he would probably take the precaution before giving it of requiring some security for the repayment of any sums he might have squandered in this way, and nothing in my humble judgment, in the present state of the native mind, will go so far to check the prevalence of bribery and corruption in our native establishments, as any uncertainty we can introduce with regard to the retention of the plunder.

11. It is to be feared, however, that money has so long been lavishly expended by the chiefs of this province to gain even comparatively trifling objects, and cases of great importance will of course occasionally occur, that I am humbly of opinion that we cannot be too careful in the adoption of any measures that offer, to check the impression that this may be done with any reasonable hope of an adequate advantage; and I would therefore respectfully recommend, in the event of any change taking place in the native establishment in consequence of the case now reported, that the situation and salary of the native agent should be divided into two; viz., a dufturdar as the native head of the establishment, on 200 Company's rupees per mensem, and a sheristedar on the remainder of the salary, which, including what is paid for the superintendence of the Mohsullee department, would amount to nearly 100 rupees

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a month. The native agent being the only person the Political Agent has to read letters and petitions to him, adds beyond measure to the influence he is supposed to possess; and he might be employed on much more useful and important duty, which the Agent himself really has not time to get through without further native assistance, were there a qualified sheristedar to read and endorse the letters and petitions; and no measure which I can think of would, in my humble judgment, tend more to check the prevalence of bribery in this province.

12. I may here mention in support of the recommendation contained in the foregoing para., that a case is now being investigated, and will hereafter be reported, in which the young son of the Kattie chief of Lusdhun, when he quarrelled with his father a few years ago and came into Rajcote, gave away the sum of 2,400 rupees for the purpose of ensuring the good offices of our native establishment, although it is doubtful whether any portion of it was retained by any of them; and there are likewise one or two other cases which will require to be thoroughly investigated, in which much larger sums have been carried away from different talookas ostensibly for the same purpose, although there is not as yet any proof whatever of what became of any part of the money in either case.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Katterwar Political Agency,
Rajcote, 15 September 1847.

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Extracts from Chopras.
(signed) *William Lang*,
Political Agent.

No. 1.

Bugwan Lal Mudunjee, Hindoo, Nagur Wur Nuggura, Native Agent, aged about 37 years, inhabitant of Joonaghur, states before Lieutenant J. Black, Acting Second Assistant Political Agent:

Question. Did you go to Joonaghur last year, and, if so, at what time?—*Answer*. Last year I went, about the month Chytur, to Joonaghur, on account of my son's jinoee; at that time Mr. Malet was here.

At that time where was Goolabraee, and did his son receive the jinoee then or not?—Goolabraee was here at that time, and there was no jinoee given to his son.

Do you know Kowasses Jeena and Joona of the Raj Kote Durbar?—No; I do not.

Was Anutjee at Joonaghur at the time you were there?—Yes, he was at Joonaghur.

Did you at that time receive from Anutjee, or any other person, korees or rupees; and if so, state from whom and on whose account?—At that time I did not receive from Anutjee, or

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or any other person, korees or rupees; but I may have received from my own caste, according to our custom, from 10 to 50 koress; more than this I did not receive. From a relative or connexion I may have received more; and of this I informed Mr. Malet.

The awura of the Durbar of Rajkote for St. 1902* was here shown to Bugwanlal, and the following questions asked:

Who is meant by the Raja Shree?—I do not know.

Who will know about it?—The person who gave it and the person who wrote it, and that entry is of a jinoee and wastoo; of this I know nothing: and on the debit side of the book it is written, "that the balance for St. 1901 was omitted to be written, therefore to be credited to Anutjee Amurchund," and these korees were credited last year, and my jinoee and wastoo were held in St. 1902; then how does it appear that it is debited in the year before?

St. 1903, Assarwud 4, (July 31). (signed) *Bugwanlal Mudunjee.*

No. 2.

Jeena Poonja, Hindoo, Rajpoot Jadow Kowass, aged about 30 years, inhabitant of Dhoora, but at present in the service of Baee Shree Naneebo, states before Lieutenant J. Black, Acting Second Assistant Political Agent:

Q. Did you go to Joonaghur last year?—*A.* I and Joonajee went last year with a letter from the Rajkote Dubar to Anutjee Amurchund at Joonaghur, and Jamba was at Joonaghur; she had left Joonaghur, and had alighted at Goondul, and when we passed through on our way to Joonaghur she was at Gundul; but we did not on that occasion see the Baee.

What did you do at Joonaghur for Anutjee?—I gave the letter to Anutjee and remained three days.

Did you go to any other person's house at Joonaghur?—No, I did not.

Did you carry anything besides the letter?—No; I carried only the letter; Anutjee was at prayer, and I gave it into his hand,

Was Joonajee present at the time?—I do not know whether he was present or with the horse.

In what month did you go?—After the Hoolee; so much I know.

Who gave you the Durbar letter?—Naneeba gave me with her own hands two letters.

Was Joonajee present at the time?—No, he was not.

Was any one present?—Kengajee was, but no others.

Is it customary when the Durbar send letters to Anutjee to send a kowass or a cassid?—Kowasses sometimes go, and cassids also, as well as suwars go; nothing is fixed regarding this.

Did Anutjee send an answer with you?—Yes, and I gave it to Baee Naneeba.

When you went to Joonaghur, was Bugwanlal there, or at Rajkote?—I do not exactly recollect where he was.

Did you accompany Baee Naneeba on the occasion of her visiting Goolabraee's house at the time of the mundul?—No, I did not.

Did you ever before or after go to Joonaghur?—During the life of Thakoor Soorajee I once went to Gunade, and I then passed near to Joonaghur, but did not go to Joonaghur; and I have not been (since the occasion first referred to).

31 July 1847. (signed) *Jeena Poonja.*

No. 3.

Hurree Pursaud Umbaram, Hindoo, Nagur War Nuggra, aged about 46 years, in the service of the Rajkote Durbar, inhabitant of Joonaghur, states before Lieutenant Black, Acting Second Assistant Political Agent:

Question. In the Durbar Awuro for Sumvut 1902, there are two entries of 500 korees each, on the debtor side of the account; are these entries written by you, or how?—*Answer.* Yes; the awura chopera is in my writing.

How is the written?—In that chopra, at page 75, on the credit side, are written two sums, amounting to 1,000 korees given to Raja Shree; but I do not know who the Raja Shree is, for this reason, that the nondwaee (daily account) book of the Durbar is kept separately in it, the whole of the credit and debit of the jham kata are entered, and as I am employed in the form of Surdhar, I come to Rajkote only occasionally when I transcribe the entries from the nondwaee into my awuro; in this manner I copied the entries in question from the nondwaee into the awuro.

On examining the mandwaee on the credit side, Anutjee Amurchund is credited with 1,000 korees for a serpao to him, and in the awuro it is written in full, giving the particulars; how is this?—When I transcribed the entry from the nondwaee into the awuro, the entry stood as it now does in the awuro, but now I know not whether the book has been altered or not.

On showing the Durbar Chopra, called the awuro for Sumvut 1902, page 75, and ordering Hurree Pursaud to read the entries, making up the sum of korees 2,081. 7., he read as follows; "of this sum there one entry of 500 korees on the occasion of giving the ginoee that day given through Anutjee Baee."

Sumvut 1903, Anurwud 7th.
(Monday, 2 August 1847.) (signed) *Hurree Pursand Umbaram.*

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* *Vide* Appendix, Exhibit (A.)

Charges of Corruption against Bhugwun Lall and others.

No. 4.

Joonatjee Desuljee, Hindoo, Rajpoot Jhala, servant of the Rajkote Durbar, aged about 49 years, inhabitant of Rajkote, states before Lieutenant Black, Acting Second Assistant Political Agent:

Question. WHERE have you now come from?—*Answer.* I returned from Joonaghur yesterday.

When did you go to Joonaghur, and for what purpose?—About six days ago Kanjee Turwaree, who is a frequenter of the Durbar, came to me and told me to go to Joonaghur, to Anutjee Bhaee, and tell him to come here, the Durbar calls him. After this I went to Joonaghur, and I told Anutjee Bhaee that the Sirkar (Political Agent) has confined Lalljee Parek, and the Jam of Nuggur has been encroaching on the Peepria village boundaries, and that on this account that the Durbar called him, then Anutjee Bhaee went to ask the permission of the Nuwab, but he refused it, and he told me that he had not obtained leave, and ordered me to go away; I remained that day and next day; I went to Anutjee Bhaee and asked him whether he intended coming, or whether he had any letter to send; to this he replied, "Gooramer is near at hand, and the Nuwab consequently will not give me leave, but should he do so, I shall follow you; and there are no letters for you;" then I left on horseback, and arrived at Veerpoor, where I remained a night.

Did you last year go to Joonaghur, and if so, for what purpose; and who sent you, and to whom did you go, and what did you carry with you?—Yes, I went; the Durbar gave me a letter for Anutjee Bhaee, and sent me and Jeena Kowass; we both went.

What did you do at Joonaghur?—I did nothing but take my food, and sit there for two days, and upon being dismissed, I returned.

To whom did Anutjee give the letter which you took to Joonaghur?—Jeena gave the letter when I was with the horses.

Did you carry anything beside the letter?—No; and the letter was given to Jeena, and I was sent with him.

In what month did you go?—I do not recollect; I cannot read or write.

Did you go to any other person's house at Joonaghur besides Anutjee?—No, I did not; I did not even go out to water the horses.

Did Anutjee not give you any answer to the letter you carried to him?—He did not give me any letter; but whether he gave one to Jeena I do not know.

Is it customary for you to go with letters, or is it the custom to send cossids?—It is the duty of a cossid; but as I was sent, I am a servant, how could I refuse to go. I must go where I am ordered.

When you went to Joonaghur was Bugwanlal there, or at Rajkote?—I do not know.

Who received the letter from the Durbar, and who gave it?—Jeena received the letter, and a sepahee came and told me to go with Jeena, and I went.

Is it customary to send you with the kowass, or were you sent on account of the letter, or how?—There is no fixed rule; I am obliged to go with whomsoever they may send me, be he a kowass, bunya, or other.

(Sumvut 1903, Assarwud 6th.
Monday, 2 August 1847.)

(signed) *Jhala Joonajee.*

No. 5.

Baee Naneeba, mother of Meramunjee, the Thakoor of Rajkote, states to Purtab Raee Fujdaree, Shiristadar:

Question. INFORM me what you know about the 1,000 korees?—*Answer.* When the wastoo of Bugwanlal's house at Joonaghur took place, I sent a letter to Anutjee, my kamdar, ordering him to give to Bugwanlal, if necessary, in the name of the Durbar, 500 korees, and informing him that the amount would appear at his credit with the Durbar. A letter was written to this effect, and sent by Jhola Joonajee and Kowass Jeena; these two men went and delivered the letter, and after a day or two they returned. Baee Jamba had gone to Joonaghur, and she and her followers were entertained as guests by Ummrutlal for 28 days, and on her leaving, he made presents to all her people; and one day, when Umrultal was sitting with the Baee, some one said that Umrutlal had been put to a great expense. To this Umrutlal said, I am always spending money; for example, my nephew, the son of Wunarsee, is about to receive the jinoee; on this account I shall have to expend, as mosala, the sum of 1,000, or 1,500 korees; then the Baee said, "Your nephew is my nephew, I shall give, as mosala, 500 korees, and when I go to Rajkote I shall put that sum to your credit;" thus she told him before coming here, and on her arrival she told me of this; I accordingly placed 500 korees at Anutjee's credit, and afterwards Anutjee came here, and just as he was leaving again he said to me, "You wrote to me about giving Bugwanlal 500 korees at the wastoo; but I did not give them, therefore, if you have credited me with that sum, when you adjust the accounts, you can write it as not given." Saying this, he went away, but as no adjustment of the accounts has yet taken place, nothing has been written about this.

If

If Baee Jamba gave to Umrutlal 500 korees, why should it be credited to Anutjee?—As Anutjee has an account with us, it is entered to his credit.

Did Anutjee tell you this personally, or through another party?—He told me, when he had prepared to go, and came to take leave of me.

If Anutjee told you this, did you tell any one to make the necessary entry in the books?—I did not at that time tell any one I intended to do so, when the accounts would be made up; but no adjustment has since taken place, and nothing remains unknown to me about the accounts, when they are being adjusted.

(signed) *Baee Naneeba.*

Sumvut 1903, Asarwud 15th,
(Thursday, 10 August 1847.)

No. 6.

Anutjee Amurchund, Hindoo, Nagur War Nuggra, aged about 38 years, Karbaree, inhabitant of Joonaghur, Karbaree of Rajkote, states before Lieutenant Black, Acting Second Assistant Political Agent.

Question. If you gave anything to Bugwan Lal at the wastoo, or jinoee, state what it was?—*Answer.* Last year, before Captain Lang's arrival in this province, Bugwan Lal's son received his jinoee; and about five or seven months before that event, the wastoo took place at Bugwan Lal's house, and in consequence the durbar sent me a letter from my goomashta, requesting me to send 500 korees to Bugwan Lal's wastoo; but as Bugwan Lal did not come to Joonaghur, the present was not made to him, and when I returned to Rajkote, I told the baee that the money had not been used. The above-mentioned letter was brought to me by Jeena Kowass.

If you told the baee that the money had not been used, how is it that it is debited to the durbar?—When the letter was sent to me, it had been entered, I suppose, and I afterwards informed the baee that I had not used the money afterwards; it remains with the goomashta to credit; I do not know about the books.

In the durbar awuro, for Sumvut 1902, at page 75, occurs an entry of 500 korees for jinoee, and the corresponding credit and debit; examine and read that entry, and state how it is?—In that chopra, 500 korees are placed at my credit by the durbar, and it is written as follows: "At the time the jionee was given, on that occasion was given, or come through, Anutjee." Thus I read it; and in this page is written, with reference to the above sum, 450 korees to Raja Shree Anutjee Amurchund's house; for wastoo, by letter addressed to you. Of this sum, 400 from the durbar, and 50 from the uncle of the thakoor; thus it is written, but there was no wastoo; and from my finding this entry, I have no confidence in the book. And there is an entry of 500 rupees for jinoee; of this I know nothing, and I never before to-day saw that chopra. *Vide* Appendix Exhibit (A.)

When did you know that that sum was at your credit?—When I saw the book for the first time to-day, and not till then.

When did you tell the baee that the korees had not been given for the wastoo?—Last year, about the month Wyshak or Jeth, after I came from Joonaghur; but I cannot for certain say when.

Did your mentioning this to the baee take place previous to Bugwan Lal's son's jinoee, or afterwards?—After the jinoee, I told her.

When you mentioned this to the baee, was any one present?—I do not recollect.

(signed) *Anutjee Amurchund.*

10 August 1847.

Continued before Major Lang, Political Agent.

The above deposition being read over to witness, he stated it to be correct.

Q. Is there any reason for the entries of the jinoee and wastoo being anonymous?—*A.* The writer will know.

Did you tell your gomashta about crediting the durbar again with the 500 rupees for wastoo?—No, I told no one but the baee.

Did you tell the baee yourself, or through another party?—I told her myself.

Does Lalljee Parek, the durbar dufturee,* know about this?—Neither my dufturee, nor the dufturee of the durbar know about this.

This happened about 15 months ago; how is it the durbar has not been credited with that sum?—It had laid over, being forgotten.

Your goomasta says you ordered him to credit that sum, but that no adjustment of accounts had taken place; how is this?—I may have been talking about it at home, and perhaps he may have heard it, and says so in consequence; but I did not order him, and I did not tell the durbar through him.

How were these korees taken to Joonaghur?—Hard cash was not sent; the durbar sent a requisition upon me to Joonaghur.

* Book-keeper.

Charges of Corruption against Bhugwun Lall and others.

Have you got that letter?—No; I tore it up.

Is it your custom to tear up papers relating to such sums of money as this?—I tore it to prevent its going into the hands of another party.

Do you recollect what was written in that letter, and what the date of it was?—It was written in that letter, 500 korees to be given to the bhaee as a present, at the wustoo of Bugwanlal; and it was written about that time, before or after. I remained a long time at Joonaghur, and came here in the month of Mah, or Phagun; it was written before that event.

Should the durbar write an order on you, would it enter the credit and debit of amount without hearing from you, or would your gomashta at Rajkote do so?—The entries would be made on the letter being written here.

Did you say anything to Bugwan Lal about these korees?—Bugwan Lal did not come to Joonaghur to the wastoo, and I said nothing to Bugwan Lal about the korees.

This event (the wastoo) took place before Mah or Phagun, and you must have told the durbar about Wyshak that the korees had not been used; then how do you account for the delay in informing the durbar?—I told it when I recollected it; but I do not go to the durbar every day; I go about once in eight or ten days.

When the durbar wrote to you to give Bugwan Lal 500 korees, why did you not tell Bugwan Lal, or some one of his house?—Bugwan Lal did not come there, and it is not customary for us to go where women are; on this account I did not tell any one, and afterwards, when I came to Rajcote, Mr. Malet has given an order on the subject of taking and giving presents. On this account I did not tell him.

To what transactions did Mr. Malet's order refer?—I heard, when I arrived here, that Mr. Malet had prohibited the giving and receiving of wudawa (presents at ceremonies) or sirpao (presents made as marks of friendship).

Before that order was published, was it customary among the Government servants to take or give presents?—It must have been so; but how could I know. I heard of the prohibition, then, for the first time.

At that time an order was issued prohibiting Government karkoons and other servants from taking or giving presents to each other, but was there no order previous to that prohibiting the giving to or taking presents from talookdars?—How can I know whether there was or not?

Did you advise the baee in this matter, concerning the peramunee (presents), or did you write to her?—No, I did not.

But a baee is not generally well acquainted with these customs; did she do this of her own accord?—She did not consult me in the matter, but she may have spoken about it to Jamba (the grandmother of Thakoor Meraminjee), or Lalljee Parek, or Oomed Singh, or others; if so, they must know.

The wastoo at Bugwanlal's house took place about the commencement of St. 1902, and the entry debiting that sum appears as part of a balance amounting to 1,000 korees omitted to be entered in the accounts for St. 1901; do you know any reason for this?—The writer must know.

Your goomasta says that these korees are credited here to your Joonaghur shop; then in your Joonaghur books will there be a corresponding debit to your Rajkote shop?—I do not recollect that any entry was made at Joonaghur of this transaction.

You and Jeena Kemjee are partners in a shop in Rajkote, and you have a shop in Joonaghur either on your own account or in partnership. Suppose that the Rajkote shop credit the Joonaghur shop with a sum of money, is it the custom of sowcars, or not, to enter that sum in the books of the shop at Joonaghur?—When one merchant writes to another, it is certainly customary to do so; but as the durbar wrote to me, there was no reason why it should be entered there.

From what your goomashta at Rajkote says, it has been credited to Joonaghur; what have you got to say to that?—If that be the case, then it must have been entered at Joonaghur.

It appears that the Joonaghur shop is credited with 500 korees for jinoee; has that sum been entered in the books of the shop at Joonaghur?—I never even heard of these korees.

These korees are entered in the durbar book, and your own book, as korees for jinoee, paid through you, and your goomashta states plainly that these korees were entered according to your orders; how is this?—I know nothing about these korees being given to Bugwanlal.

Do you know whether they were given to any other person?—Wunarsee's two sons, who are my nephews, received mosala from Umrutlal's house; and Wunarsee is an old inhabitant of Rajkote, and a servant of the durbar, and he has no brother-in-law, and his wife is my father's maternal uncle's daughter. On this account we gave a mosala in the name of us both, and I spoke to Baee Jamba about giving us assistance; and as Wunarsee's wife has no brother, and I have no sister, on this account we gave a mosala, and of this Baee Jamba gave about 500 or 400 korees; and the durbar wrote to me requesting me to give at Ramjee Mehta's marriage this year 100 or 200 korees, but I did not do so. On this subject the durbar gave me a written order; and regarding the korees for the jinoee, Naneeba knows about them also.

In the chopra, only Raja Shree is written; what is the cause of that?—The writer may, through laziness, have omitted it; or if the name has occurred frequently, it is also customary in that case to omit it; and also if it should be the intention to conceal the name, it is customary in that case also; the writer knows the reason.

Mr.

Charges of Corruption against Bhugwun Lall and others.

Mr. Malet's shera, dated 3d March 1846, on receipt of the Government order, dated 25th February 1846, prohibiting the receipt of presents, was here read, and a copy entered among the proceedings.

(signed) *Anutjee Amerchund.*

St. 1903, Assarwud 15th.
(Tuesday, 10 August 1847.)

No. 7.

Suda Shunker Moolshunker, Hindoo, Nagur Wur Nuggur; profession, Goomashta in the service of Anutjee Amurchund; aged about 25 years, inhabitant of Mangrole, states before Lieutenant J. Black, Acting Second Political Agent.

Question. In Anutjee Amerchund's Rajkote chopra for St. 1902, an entry appears in the account with the Rajkote durbar; who wrote it, and by whose order was it written?—*Answer.* When I was making out the accounts, Lalljee Parek told me that he had written a letter for 500 korees to Anutjee, and 500 for the nephew of Anutjee, who is the son of Wunarsee, for his jinoee. He ordered me to credit in this manner 1,000 korees, and I wrote that sum in the thakoor's account; and when Anutjee came from Joonaghur, I said to him, "Lalljee Parek is giving you credit for 1,000 rupees." On this he said, "I have not disbursed that money, therefore credit that sum again to the durbar; I now tell you, and I shall also inform the durbar;" and after this, up to present time, the accounts with the durbar not having been adjusted, I have not credited that sum.

When did Anutjee tell you to give the durbar credit again for these korees?—Last year; I do not recollect the month or day, but it was at the time he was leaving for Joonaghur.

On what occasion?—It was either Shrawun or Chytur, I do not exactly remember which, but he certainly told me.

If he did tell you, and you did not enter it in your awuro, is it not customary to enter it in your daily account-book, or how long would you trust to your memory?—I have not, up to this date, entered it; and, as for the custom, shopkeepers know about that. I did not write it.

You write Anutjee and Jeena Kanjee's account; how many such entries have you not entered, trusting in this way to your memory?—I have only committed to memory that one entry, and no more; he told me before going away, and from that circumstance I recollect.

Show me up to what date the durbar and Anutjee's accounts are brought up?—The accounts were written up, and a balance struck last Shrawun or Badurwa. It will be written in the account.

You say he told you, in Shrawun or Chytur, to credit 500 korees, and at page 102 of the durbar book for 1902, Anutjee's account is made up to Badurwa Shood 2d, and he is credited with his salary, viz., 2,700 korees; how is it that the 500 korees were not credited to the durbar?—The accounts may have been made out some months before Badurwa Shood 2d, and this sum for his salary credited some months before Badurwa Shood 2d; and I recollect that the accounts for Sumvut 1902 were made up in Assar.

After that, in the books of Anutjee in account with the durbar in 1903, entries of debit and credit appear; how is it you omitted to write the 500 korees?—Such items as those committed to memory would be entered at the adjustment of accounts. I thought of entering this at the time the adjustment would take place, and therefore did not enter it. Such entries as bajree, or money orders, on a Parek, are written at the time; but other sums which may have been omitted would be written at the time of adjusting the accounts.

How is it that that particular item has been omitted to be entered for 1½ years, and that no other sums have been omitted?—In the same manner that Wukeel Rewa Shunker's and Anutjee Bhaee's allowances have not been entered, this has not been entered; besides these, no other sums have been omitted to be entered, and at the time of writing the accounts, anything that may have been omitted to be written would be entered.

What year's allowances have not been entered?—The allowances from Badurwa last remain to be entered; but the credit might be made two or three months before Badurwa, and the money would be counted over to them in Badurwa. As payment for the services of Rewashunkur, we give him a piece of ground and a well from one of our farms; on this account the durbar owes from St. 1903 the sum of 125 korees. This has been omitted to be entered, and in like manner the 500 korees have also been omitted to be entered.

Have any other sums been omitted to be entered for St. 1902?—No other sum except the above-mentioned has, to my knowledge, been omitted to be entered.

You say the 500 korees were given at the jinoee of Wunarsee's son; why, then, was it entered as given to the Raja Shree; is Wunarsee called Raja Shree?—No, Wunarsee is not called Raja Shree; it is Umrutlal we call Raja Shree.

What relationship is there between Umrutlal and Wunarsee?—The son of Wunarsee is Umrutlal's nephew (sister's son); on this account the durbar assisted him.

What relation is Wunarsee to Umrutlal?—I believe that Umrutlal's paternal uncle's daughter was married to Wunarsee.

In that account it is plainly written, 450 korees to Raja Shree Umrutlal for a wustoo; then what is the reason for writing in the above entry only Raja Shree?—His name appearing once for 450 korees, it is unnecessary again to write it; and as it is written "Paid through Anutjee," I did not enter the name.

Charges of Corruption against Bhugwun Lall and others.

Below the 500 korees which are entered in your book, as taken away, is written 500 korees in the name of the Raja Shree; why did you not enter Amrutlal's name?—The sum of 450 korees to Umrutlal is entered in the durbar's chopra, and not in mine, and in my book these two entries of 500 korees each; and at the time of making out the account, Lalljee Parek said to me, "Write in the name of the Raja Shree 500 korees through Jeeno and Joona, and 500 korees through Anutjee." On this account I wrote it in the thakoor's account, and I afterwards asked Anutjee about the two entries, and he told me to credit again 500 korees, and to debit the other 500 korees as given to his nephew at the jinoee.

When did Wunarsee give his son the jinoee?—I think it was on Chytur Sood 6th, of St. 1902, but be pleased to ask Anutjee Bhaee.

Anutjee says he does not know about the jinoee; how is this?—He told me of the 500 korees for jinoee, and Anutjeee may know; but a person of his standing may forget.

In the Durbar chopra three entries occur, where the names of Anutjee, Umrutlal, and Madowraee are written as having received something for wastoo; then what is the reason of Wunarsee's son's name not being written?—I know nothing of the durbar books.

Do you know how the 500 korees for the wastoo afterwards returned, and the 500 korees for the jinoee were sent?—Anutjee has a shop in Junaghur, and I gave his shop there credit for the amount, and entered it in Thakoor Meeamunjee's account; and I do not know whether it has been entered in the books at Joonaghur or not.

(signed) *Sudashunker Moolshunkur.*

Sumvut 1903, Assarwud 15th,
(August 10.)

No. 8.

Wunarsee Goolabraee, Hindoo, Nagur Wur Nuggura Wishnoo; aged about 53 years; Mootsuddee in the service of Anutjee Karbaree, of Rajkote; inhabitant of Joonaghur, states before Lieutenant Black, Acting Second Assistant Political Agent.

Last year I gave my two sons jinoee, and Anutjee and Umrutlal gave them mosala, the particulars of which are as follows:

To the sons.—Two head dresses; one reto and one shelo cloths; two dotees, double; two jamba (long coats); two phenta (pieces of cloth of two borders); two muyta (silk dress worn at meals); two thalee (cooking pots, of composition); two metal tharee (drinking cups); two khurchee (spoons, brass); eight korees to each in cash; two pairs of shoes.
To myself.—One turban.
To the women of my house.—One silk dress; one silk petticoat; one kumpko (spencer).
To my father.—A pair of silk cloths.
To my brothers, Madow Rao and Bowandass.—Two pieces of silk cloth.
To my two brothers' wives.—Two chal, or gursaree; women's clothes.
To my son Wurujdass' wife.—One gursaree; women's clothes.
To my three sons who had formerly received the jinoee.—One and a half taus of silk cloth; half tau to each.
To my mother.—One silk saree.
To my daughter.—One petticoat, and one piece of red cloth.
To my brother's three daughters.—Three oma (red cloth).
To my priest.—One chal (woman's dress); two korees for a petticoat.
To myself, as their relation.—One chal (woman's dress).
To Runchorjee's mundar.—One chal (woman's dress); two korees.

Did any one give you any cash?—With the exception of what is above written I received nothing.

At the jinoee did any other person give you anything?—In dal* some relations and others may have given cash and sweetmeats; and, after the jinoee, Anutjeebhaee told me at Rajkote, that when he gave the mosala the Rajkote Durbar had borne part of the expenses to the extent of 500 korees.

* Return of favours.

When did he tell you this, and where was he when he told you?—Anutjee was at Rajkote when he told me; I do not recollect the month or day.

Did he tell you whether he had received hard cash, or merely a credit in account with the Durbar?—Anutjee said it had been placed to his credit, and that it was credited in Anutjee's account with the Durbar.

You are the goomashta of Anutjee; is that sum of 500 korees for your jinoee, given as assistance to Anutjee, credited to Anutjee in account with the Rajkote Durbar; and have you any book containing an account of receipts and disbursements?—If the Durbar gave the order, it will be entered in the Durbar accounts; and this must have been entered, and it is entered in Anutjee's book, in the Rajkote Durbar account; Fudasunkur keeps Anutjee's awuro. As I did not receive the korees, how could I enter it.

What relationship exists between you and Umrut Lal and Anutjee?—My father-in-law and Umrutlal's father were collateral connexions.

Sister.

Sister.
Umrutlal's grandmother.
Umurchund.
Umrutlal. Purboolal. Anutjee.

Brother.
Wife's grandfather Wujeeram.
Kewulram.
My wife.
My five sons; being
Wurujdass.
Rugoonathjee.
Jamuljee.
The two in question { Jesevunt Raee.
Govind Raee.

What relationship do people call that which exists between you and Umrutlal and Anutjee?—There is no relationship, but my son is called Umrutlal's nephew.

When Anutjee told you (about the korees) who were present?—I do not recollect whether any one was present or not.

Sumvut 1903, Assarwud 15th.
(10 August 1847.)

(signed) *Unnarsee Goolabraee.*

No. 9.

PETITION from *Bugwan Lal Mudunjee* to Major *Lang*, Political Agent.

A. C.

I BEG to represent that on the books of the Rajkote Durbar being sent for and examined by you, two entries were found in the anonymous name of Raja Shree; and on this subject, in answer to your interrogation, I gave a statement on the 31st July. Afterwards I made inquiries at my house, of which the following is the result:—1st. There is an entry of 500 korees for wastoo. The wastoo took place at Joonaghur in St. 1902, in the month of Magsur; I was not present at it, and Anutjee Umarchund sent a bill to the people of my house for the sum of about 400 or 500 korees. I do not recollect the exact sum, for the following reason: that the money was received when the wastoo was nearly finished, and my brother Brijlal's wife was seized with cholera, and on this account we were all thrown into great confusion. She died of the disease in eight or ten days. On this account they were all very much grieved; and consequently, through carelessness, the accounts were mislaid; and this took place prior to Mr. Malet's issuing the order (prohibiting it), and at such ceremonies it was customary to take and give presents to each other; it was not prohibited.

2. Five hundred korees are written for jinoee. At the time of the jinoee I was at Joonaghur. There is no order prohibiting us from receiving from and giving to our own caste; that sum was received from a person of my own caste; and I have shown you an account of all I received from my own caste, and also all I received in hard cash, and in that account the 500 korees are entered as received from Anutjee's shop. But I do not think that that entry has reference to wudawa,* for this reason: that when I went to Joonaghur, I gave to Anutjee, at Rajkote, 1,200 rupees or less, and of this I received from his shop at Joonaghur that money; and on account of the hurried manner in which I left Joonaghur, I did not make up my accounts with Anutjee. But on inquiring of Anutjee, if he says that these korees were not given on account of the above-mentioned sum of 1,200 rupees, and that they were given as a present, he knows best. A turban and a shela† were received from Anutjee as a present; and I, looking upon these articles as given to me by a man of my own caste, kept them, and whether he entered these in the Rajkote accounts as expenses or not, he knows.

(signed) *Bugwanlal Mudunjee.*

Rajkote, 13 August 1847.

No. 10.

YADEE from *Anutjee Umurchund*, in reply to the Two Questions of the Political Agent.

1. WHAT did you give to Bugwan Lal on account of the Rajkote Durbar, when there was a wastoo at Bugwan Lal's house?—On 5th Magsurwud, St. 1902, there was a wastoo at Bugwan Lal's house. On that day at the house of Bugwan Lal, when the nom‡ was performed, I gave to Kandass to give to Bugwanlal's house 500 korees, and I debited the Rajkote Durbar with this.

2. What did you give to Bugwan Lal on account of the Rajkote Durbar at the jinoee?—To this your question, I beg to reply: on the 6th Chytursood of St. 1902, at the time of the putting on of the jinoee, I gave from my shop, on account of the Rajkote Durbar, 500 korees, under the name of a turban and shela, and debited it to the Durbar, and credited the amount to Bugwan Lal. This is my reply.

(signed) *Anutjee Umurchund.*

St. 1903, Shrawun Shood 8th (Thursday).

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* Present.

† Waist cloth.

‡ Sacrifice.

Charges of Corruption against Bhugwun Lall and others.

No. 11.

Anutjee Umurchund, Karbaree, again examined before Lieut. Black, Acting Second Assistant Political Agent.

Q. You have written that you credited Bugwan Lal with 500 korees as paid to him by the Rajkote Durbar for the jinoee; what did you give on your own account, as one of his caste?—*A.* I do not recollect; and the private receipts and disbursements of our house are managed by Umrutlal. This is our custom.

When you gave Bugwanlal credit for that amount, what did you say to Bugwanlal that it was from, the durbar or yourself?—I think I told him when I gave it that it was from the Rajkote durbar; I gave it on the day of the jinoee, and I told Bugwanlal first, and then gave it.

Bugwanlal was here called and confronted, and the above statements read in presence of both.

Q. If you have got anything to say regarding what has just been read, state it?—*A.* What Anutjee has said he must have said after due consideration, therefore I have no reason to dispute it.

Bugwanlal here showed his private accounts of his house for St. 1902; in that book, on the credit side, appears an entry of 500 korees from the shop of Anutjee Amurchund; thus it is written. On questioning Bugwanlal, he said, "That sum I received from Anutjee, and it was a regular transaction, so I thought; but if Anutjee thinks that that money was given for another purpose, he knows."

Did you see the turban and shela which Anutjee gave to you on the occasion of the jinoee; and if so, of what colours were they?—I heard that Anutjee had given, on the occasion of the jinoee, a turban and shela; I did not see them; and a mundeel was also given. This the people of the house told me. It was red; I mean by turban, this mundul.

(signed) *Anutjee Umurchund.*
Bugwanlal Mudunjee.

St. 1903, Shrawun Shood 8th.
(Thursday, 19 August 1847.)

No. 12.

Extract from Bugwanlal's Memorandum Book of Household Expenses for St. 1902.

Cash account in korees.
500 korees received from Anutjee Amurchund's shop.

No. 13.

Kandass Oodeychund, Hindoo; Nagur Wurnuggura, Mehta; aged about 23 years; inhabitant of Joonaghur; at present in the service of the Political Agent as a Mosul, states before Lieutenant Black, Acting Second Assistant Political Agent.

Q. Were you at Joonaghur in St. 1902, upon the occasion of Bugwanlal's wastoo there?—*A.* Yes, I was.

What were you doing at Bugwanlal's house that day?—The Brahmins were offering sacrifice of grain, &c. and I was making myself useful in doing whatever was necessary.

On that occasion, if any wudawas* came, who received them?—Jeekar Mehta, who belongs to Bugwan Lal's house, received these things, and took a note of them.

Did Anutjee Umurchund on that occasion, and that same day, give you anything?—Anutjee told me to go with him to his house at the time of the hom,† and I said, "At present we are occupied with the prayers, &c.; I cannot come." Next day, I myself went to Anutjee in the morning, and he gave me 500 korees, and said, "Give that to Bugwanlal's house;"‡ saying this, he gave the korees, and I gave them to Bugwanlal's wife, in her house. This is all I know.

Do you know anything about the koorees for jinoee?—I do not know anything about the jinoee korees, or anything connected with the jinoee.

(signed) *Kandass Oodeychund.*

St. 1803, Shrawun Shood 8th.
(Thursday, 19 August 1847.)

* Presents.

† Sacrifice.

‡ Used here for his wife.

No. 14.

Anutjee Umurchund, Re-examined by Lieutenant J. Black, Acting Second Assistant Political Agent, on his books having arrived from Joonaghur.

Question. Show me the entries in your book relating to the korees given by you to Bugwanlal for wastoo and jinoee?—*Answer.* Anutjee here examined the book and replied: The entries at pages 54 and 58 of the awuro are relating to the wastoo, and that entry was erased by

Vide Appendix, Exhibit (C.)

Charges of Corruption against Bhugwun Lall and others.

by my goomashta Kessnoojee by my orders; for this reason, that Bugwanlal's name occurred, and Khandass Oodeychund's name was written; then it was erased, and (Khandass) Nehalchund was written.

Vide Appendix, Exhibit (D.)

With regard to the 500 korees for jinoee, how is it?—In that book, at page 267, Bugwanlal is debited with 700 korees; of this, 500; which are entered as given through Keekanee Gowreeshunkur, were for the jinoee.

On whose account did you give that money for jinoee?—I gave it on account of the Rajkote Durbar.

Vide Appendix, Exhibit (E.)

At page 398, an entry appears of a debit and credit to Bugwanlal for 700 korees. Explain the transaction, and what reason is there for the particulars not being written; in the other entries the particulars are written at full?—It must be a common transaction of a receipt and disbursement. I do not know anything about it, and at that time I was not in the town.

Bugwanlal was here confronted with Anutjee, and questioned, as follows:

Q. You are credited with 700 korees at page 398, and Anutjee is debited with it; explain that transaction?—On looking at the book, it appears that the shopkeeper, at page 267, has debited me with 700 in two sums of 500 and 200; that same sum has appeared at my credit, and Anutjee's debit, at page 398; this appears to me to be the explanation of it.

(signed) *Anutjee Umrutlal.*
Bugwanlal.

Rajkote, 26 August.

No. 15.

Continuation of No. 9.

Bugwanlal re-examined before Major W. Lang, Political Agent.

His former statement, No. 9, was read over in his presence, and the following questions asked:

Question. Of what currency were the rupees which you gave to Anutjee here, and in what currency did you afterwards receive them at Joonaghur, and did you receive korees or rupees?—*Answer.* I gave Anutjee Company's rupees, and I do not recollect that he paid me back in rupees; but I received korees, and I was paid back the amount in three or four instalments.

Did you receive the whole amount, or did a balance remain in hand?—I do not recollect that any balance remained in my favour, but Anutjee may have a demand against me for 5 or 25 korees.

Was the above-mentioned sum of 500 korees one of the items which made up the money repaid to you?—That sum and 200 korees from Anutjee's shop given to the vegetable sellers, amounting to 700 korees, were part of the money I received back from Anutjee.

You have said that you received back the money in three or four instalments; if these two consists of the above 500 korees and the 200 korees given to the vegetable seller, in what instalment did you take the balance?—These two sums were taken and credited by me on the same date; and as for the balance I do not recollect. Therefore, without being certain, I cannot say.

These two sums are regularly debited and credited in Anutjee's book, and in the same manner they are credited in your book, then how does it happen that the other sums are not credited?—When I went to Joonaghur, the day after my arrival, I sent two orders on Anutjee's shop for money to pay the vegetable seller and others, amounting to 700 korees, and I credited the amount in my book; and after this I ceased to transact business with the shop, and then I did not write any more orders on the shop, but received the money from Anutjee's private money; on this account I did not credit it.

How did you receive the money privately from Anutjee, by sending a note, or through any person?—I sent a person to bring the money; I did not write a note.

Whom did you send; do you recollect?—I was so much engaged with the jinoee that I do not recollect.

In whom would Anutjee have so much confidence as to give the money without a writing from you?—There are five or seven men of my house in whom he would repose confidence; but when I sent for the korees his men came along with them to give the money.

Do you recollect which of Anutjee's men came?—I was engaged in the ceremonies of the jinoee, I therefore do not recollect; but once or twice his mehta came; I do not recollect his name.

Have you and Anutjee any other transactions besides the 1,199 rupees?—At the time of the jinoee that was the only transaction between us.

How do you know the state of your account?—I keep no accounts, perhaps Anutjee has; by examining them you will know.

Did you keep an account of what you received from and paid to Anutjee, previous to the transactions of 1,199 rupees?—I used to transact business with the shop, therefore the account is in the shop.

Did you suppose that the above-mentioned transaction of 1,199 rupees was a private one, or with the firm?—I thought it was a transaction with the shop.

Charges of Corruption against Bhugwun Lall and others.

As the rupees were converted in korees, did you come to any understanding with Anutjee as to the rate of exchange?—There was nothing said about the exchange.

Can you state what the amount of each instalment was which you received on account of the 1,199 rupees?—I cannot state with certainty; but, as far as I can recollect, one instalment consisted of 2,500 korees, and another of 600 korees; and the balance I do not recollect; I therefore cannot say.

Do you recollect, for certain, that on these three occasions korees were received by you?—Yes; I recollect certainly that korees were received, and not rupees.

(signed) *Bugwanlal Mudunjee.*

27 August 1847.

No. 16.

Anutjee Amerchund, Re-examined before Lieutenant J. Black, Acting Second Assistant Political Agent.

Q. Did Bugwan Lal give you any rupees at the time you were about to leave for Joonaghur; and if so, state how?—*A.* Last year, when Bugwan Lal and I had prepared to leave to go to Joonaghur for the jinoee, Bugwan Lal told me he had some rupees in cash to take to Joonaghur, and asked me for some men as a guard. On this I said, "Give me the rupees, and I will give you credit for them at Joonaghur." Afterwards, on the day we left Rajkote, Bugwan Lal sent the money through Mehta Roodurjee Nunderam to me, and I gave them to my goomashta here named, Sudashewrao, to pay into Jeena Kemjee's shop, and that night I and Bugwan Lal and others set out for Joonaghur, about two or three days after the jinoee. Bugwanlal received it back in two instalments; the amount of the first instalment I do not recollect, but I gave it into Bugwan Lal's hands. Bugwan Lal, I think, sent a message through my man, Khandass Dehalchund, about these rupees; on this account I myself went and delivered them at his own house. The rupees which he gave me were Company's rupees, and the second instalment was taken away, I think, by Bugwanlal's man, Khandass Oodeychund. I gave them to him, so far as I can recollect, but how many I cannot recollect; but I paid the whole amount, viz. 1,199 rupees, in two instalments.

What were you doing when Khandass Oodeychund came for the rupees?—I was sitting in the house; it was evening.

How long was it after you yourself gave Bugwanlal the rupees that Khandass came for the balance?—He came either the next day, or the day after that.

Where did you procure the rupees with which you paid him?—I gave him ready money from my house.

Have you got an account of the cash you have in your house?—I keep no private accounts, and I have no account of the cash in my house.

You say you paid the whole amount, viz., 1,199 rupees, in two instalments; but this appears doubtful; therefore how would you prove your having paid that sum?—Ask Bugwanlal whether he received these rupees or not.

Did Bugwanlal give you any receipt?—No, he gave me no receipt.

27 August 1847.

The above deposition was read over to deponent, and confirmed by him, in the presence of the Political Agent, and his examination continued.

Q. On asking Bugwanlal on the above-mentioned subject, he says he gave you Company's rupees at Rajkote; and that as a part of this sum he required the 500 korees which you say you gave him on account of the Rajkote Durbar, and that he received the balance in two or three instalments, and thinks that a balance of a few korees is against him; this is what Bugwan Lal says; then, without any accounts, how can you adjust the matter?—*A.* I have no accounts, and what Bugwan Lal wrote (said) is correct.

Bugwanlal says he has no accounts of this, but that you ought to (or must) have accounts?—If there were any account of this transaction it would be in the chopra.

Do you transact business in your house to the extent of thousands of rupees without keeping any accounts?—Whatever cash is taken from my house to the shop is entered in the books of the shop; and, as this sum was given from my house (without reference to the shop), why should there be any accounts?

If that is the case, why should these rupees be entered in the Rajkote accounts?—They are entered here because they were paid into a shop here by me; but had these rupees remained in my possession no entries of them would have been made.

Where did you again draw these rupees which you paid into the shop at Rajkote, so as to avoid having an entry of them?—I replied before; I took them from my private fund, therefore it was unnecessary to write it down.

Have you no accounts of your private funds?—No, I have not.

Did you take these rupees along with you from this?—No, I did not.

In Jeena Kanjee's shop this sum appears in the accounts of the firm of which you are a partner, at your own credit; how is this?—My share in that firm is but small, but there are large sums at the credit of my private account; at present I have in that shop about 8,000 or 10,000 rupees.

Charges of Corruption against Bhugwun Lall and others.

What coin is current in Joonaghur, are korees or rupees?—Deewan Saee korees are current.

Is the money which you hoard at home the current coin, or coins which are not current?—There were reals, korees, and rupees in my house, and must be now.

If there are several vessels full of different coins, is there no account of them?—No, there is not.

Were the rupees which you paid back to Bugwanlal, Company's, or Sicca rupees?—They certainly were Bombay* rupees.

Were so many Bombay rupees lying in your house, or did you get them exchanged anywhere?—They were in my house, and there will be at the present time Bombay rupees in my house; I have to give them when mohsuls are sent on the Nuwaub by the Sirkar.

Do you not keep an account of them if you have to give them to mohsuls?—When necessary the shopkeeper would take away the rupees, and credit me in the shop on this account; there is no private account kept.

Why did you not give the whole amount of rupees which, on account of the risk of transmission, were entered as a floating balance at once, when Khandass Nehobchund, your servant, brought the message from Bugwanlal?—At that time neither my family nor any others were in the house, and I gave all the rupees that were left out at the time, and the balance I paid next day, or the day after that, in full.

What did the first instalment consist of, and what did the second?—The amounts I do not recollect.

Then, without an account, how did you know what balance was owing?—What necessity would there be for looking at accounts when so small a space of time intervened.

Were the two sums of korees, 500 and 200, in all 700 korees, debited on account of the 1,199 rupees?—No, they were not.

Did you give the rupees first, or the korees?—He first took up these korees from the shop, and then the Rajkote Durbar sent the korees; we did not make any requisition on Bugwan Lal, but gave him credit for the amount.

When did Bugwan Lal take up the first instalment of korees?—He took it before giving the jinoee, and the rupees were given after the jinoee.

On whose account did Bugwan Lal take up these korees?—He borrowed the money from our shop.

Five hundred korees are entered as given by the Rajkote Durbar, how is the other sum of 200 korees to be accounted for?—My account is debited with the sum of 700 korees, and Bugwan Lal is credited; of this 500 korees were given by the Rajkote Durbar, and Bugwan Lal owes me 200 korees.

Bugwan Lal says you gave him a turban and shela (dress); were these without reference to these korees, or how?—The turban and shela were separate.

Did you tell Bugwan Lal about the 500 korees which were entered as presents from the Durbar?—It is customary at the time of giving the jinoee to mention it on this account at that time. I told Bugwan Lal that the Rajkote Durbar had given 500 korees.

When Bugwan Lal came to Joonaghur at the time of the jinoee, did he take at one time a sum of 2,500 korees, and at another time 600 korees, or thereabouts, from your shop or house?—No, he never received korees from my house or shop.

On examining your awuro book for St. 1902, Chyturshood 2d, an entry appears in Bugwan Lal's account, at page 267, of 700 korees; and afterwards it appears that at page 398, these korees are entered in the month Assarshood 13, and 500 korees must have been sent by the Rajkote Durbar at the time of the jinoee, then explain why the entry was made three months after?—The goomastha of the shop asked me about three months after, whether he should take the sum of 700 korees which Bugwan Lal owed. I replied no; debit me with that sum, and credit it to Bugwan Lal.

The Durbar sent 500 korees, then why should you credit 700 korees?—Bugwan Lal was not at home, then from whom could the goomastha demand the money; therefore I caused him to debit me with it.

Have you ever called upon Bugwan Lal for the balance of 200 rupees?—No, I have not.

After that, have you and Bugwan Lal adjusted your accounts?—No, we have not.

You say that the balance of rupees were taken away by Khandass Oodeychund, and he says he knows nothing about it; how is this?—At present that person named Khandass is in the service of Bugwan Lal. I have no resourse.

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* Company's.

No. 17.

Kandass Oodeychund being here called, and confronted, was questioned on the above, to which he replied, "I know nothing about the matter."

Q. Will you take an oath to what you have just said?—*A.* Yes. I do not know anything about it, and that I am ready to swear to.

Charges of Corruption against Bhugwun Lall and others.

Question put to Anutjee Umurchund.

What have you to say to what Khandass states?—I sent the balance of the rupees by the hands of Khandass; there can be no mistake about that.

Anutjee, upon being asked whether he would take an oath on the Geeta, said, "I will take an oath as to that matter, and to all I have said."

27 August 1847. (signed) *Anutjee Umurchund.*

Khandass Examined.

Q. Did you at the time of Bugwanlal's jinoee, on one occasion, take from Anutjee's house 2,500 korees; and on another, 600 korees; or do you know that any one brought that sum from Anutjee's house or shop?—*A.* At Bugwan Lal's house, during the jinoee, relations and others used to come to feast, &c. On this occasion I was engaged in superintending the cooking, &c. I do not know anything about money having been brought.

27 August 1847. (signed) *Khandass Oodeychund.*

No. 18.

Bugwan Lall Mundunjee confronted and examined with *Anutjee Umurchund.*

Bugwan Lal here stated that he certainly received korees (not rupees).

Anutjee here stated, "I gave korees, as Bugwan Lal says."

Q. How many times did you give korees?—*A.* I gave the korees in two or three instalments.

What was the amount of the instalments?—I do not recollect the sums.

In all, how much did you give?—I do not recollect.

You gave korees instead of rupees, then what exchange was fixed upon?—He took the money without any rate of exchange being fixed.

Have you an account of these korees, or not?—I have no account.

If you had given as many rupees as you had taken, then there would be nothing strange; but as you gave korees in the place of rupees, how could the transaction take place without any account being kept?—There is no account.

How do you know that the 500 korees from the Durbar, and the other 200, in all 700, were not part of these korees (meaning the 2,500 and 600=3,100)?—The 700 korees are a separate item; for this reason, that the 700 korees are from the shop, and the korees given for the rupees are from my private funds.

Will you swear that what you paid to Bugwan Lal on account of the 1,199 rupees were korees, and not rupees?—I did not give rupees, and I gave the 1,199 rupees in korees; I am ready to swear to that. There was no understanding as to the exchange; but he received them on account of the rupees.

How do you know how many korees you gave?—I do not recollect exactly the amounts; but he may still claim 5 or 50 korees, or he may be owing that sum to me; but no dispute has at any time occurred about this.

Why did you first state that you gave rupees, and not korees?—I heard that Bugwanlal told you that he had received the rupees in two or three instalments; on this account, I, on consideration, said rupees, in order that no further dispute might occur.

(signed) *Anutjee Amurchund.*
27 August 1847. *Bugwanla Mudunjee.*

(True translation.)

(signed) J. Black,
Acting Second Assistant Political Agent.

(True copies.)

(signed) Wm. Lang, Political Agent.

APPENDICES FROM A TO E.

Exhibit A.

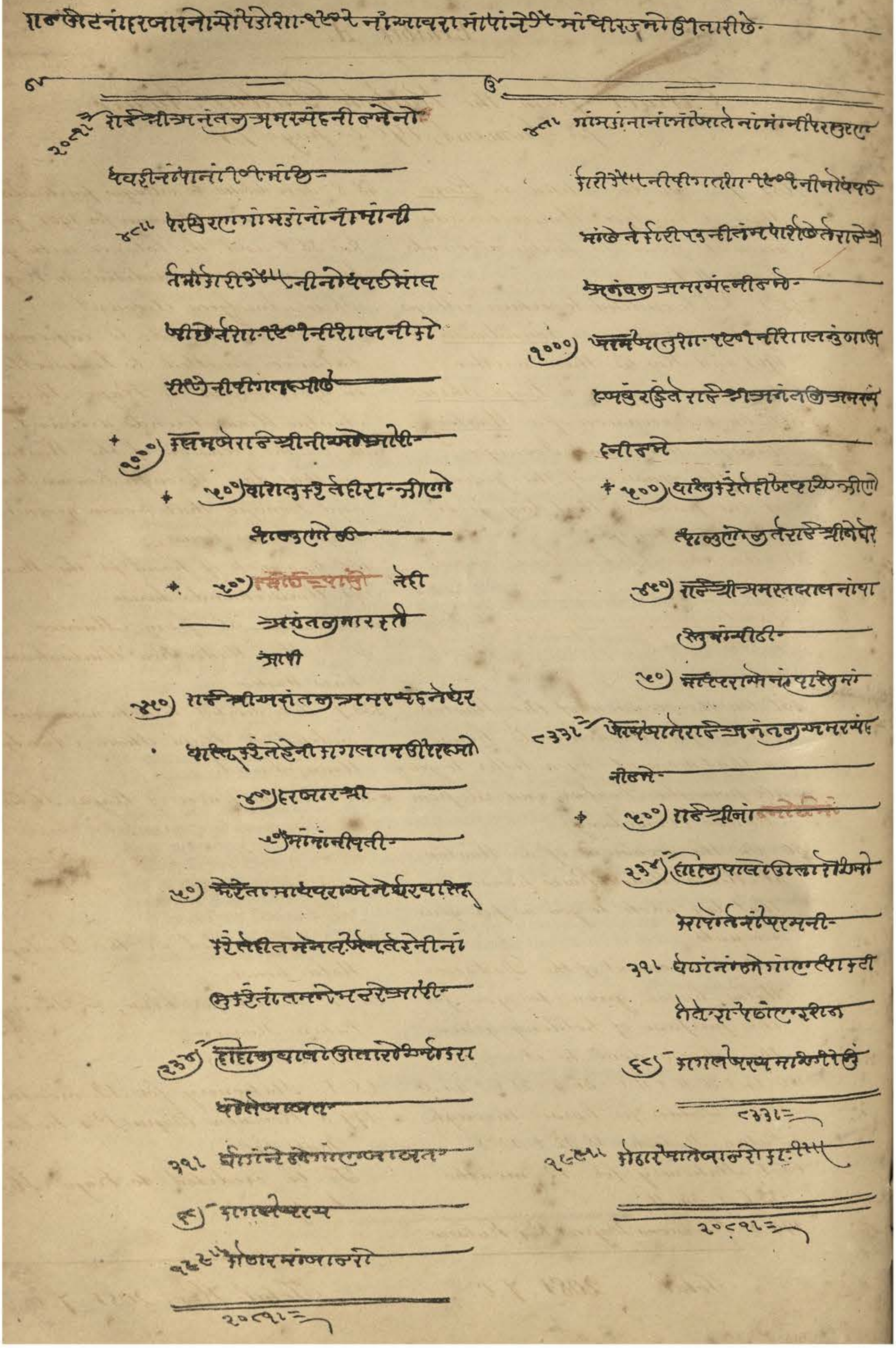


Exhibit A.

Extract from the Rajkote Durbar Awuro for Sumvut, 1902 page 74.

2081.7, To be credited to Raja Shree Anutjee Umurchund's accounts from the daily accounts, page 101.

48.8 To be credited to certain villages, viz. Kos. 35 as per Noundwaee in 1901, and Kos. 13, there written.

* 1000, Two sums given to Raja Shree:

* 500 On the occasion of a Wastoo, through Jeenoo and Joonajee;

* 500 On the occasion of the giving of the jinoee on that day given through Anutjee.

NB. An attempt has been made to convert jinoee apee into Jamba awaya or ofrya lately with ink of a different colour.

450 On the occasion of the Wastoo at Anutjee Amurchund's house, on that account by a letter to you; 400 from the Durbar, and 50 from Mamoo (Oomedsing)

50 On the occasion of a Wastoo at Mehta Madow Raee's house, on that day wrote to you as per your accounts

234.2 On account of the Dadajee Wala's house, given to you for the purpose of holding grain, the repairs done to it.

100.14 + 20.10 + 11.0 + 36.4 + 21.6 + 44.0

31.4. Fodder for horse through Putan Hussen, 18.12 + 12.8

68.1 Stationery for 12 months 33.6 + 34.11.

199.8 Provisions Bajree 1¾ Kulsees

Total 2081.7.0

48.8 To be debited to villages, particulars to be found in Nouwaee for 1901, for kos: 35.8 and the balance with you, kos 13.0; this is credited to Raja Shree Anutjee's Account.

1000 To be debited to expenses, balance omitted to be written in 1901, credited to Raja Shree Anutjee Umurchund's account.

*500 On the occasion of the Wastoo on that day through Kowass Jeena and Joonajee that (sum given) to Raja Shree's house.

450 by a note of hand for the Wastoo at Umurchund's house

500 ———— 50 from Mamoo

50 For Madoo Row Umbashunkur's Wastoo

833.7 To be debited to expenses and credited to Raja Shree Anutjee Umurchund

* 500 For the jinoee of Raja Shree.

NB. This entry has also been lately altered into joomaeence for jinoee ona with ink of a different colour.

236.2 Expended for the Dadajee Wala house.

31.4 Fodder for horse, &c., through Putan Hussen

18.12 + 12.8

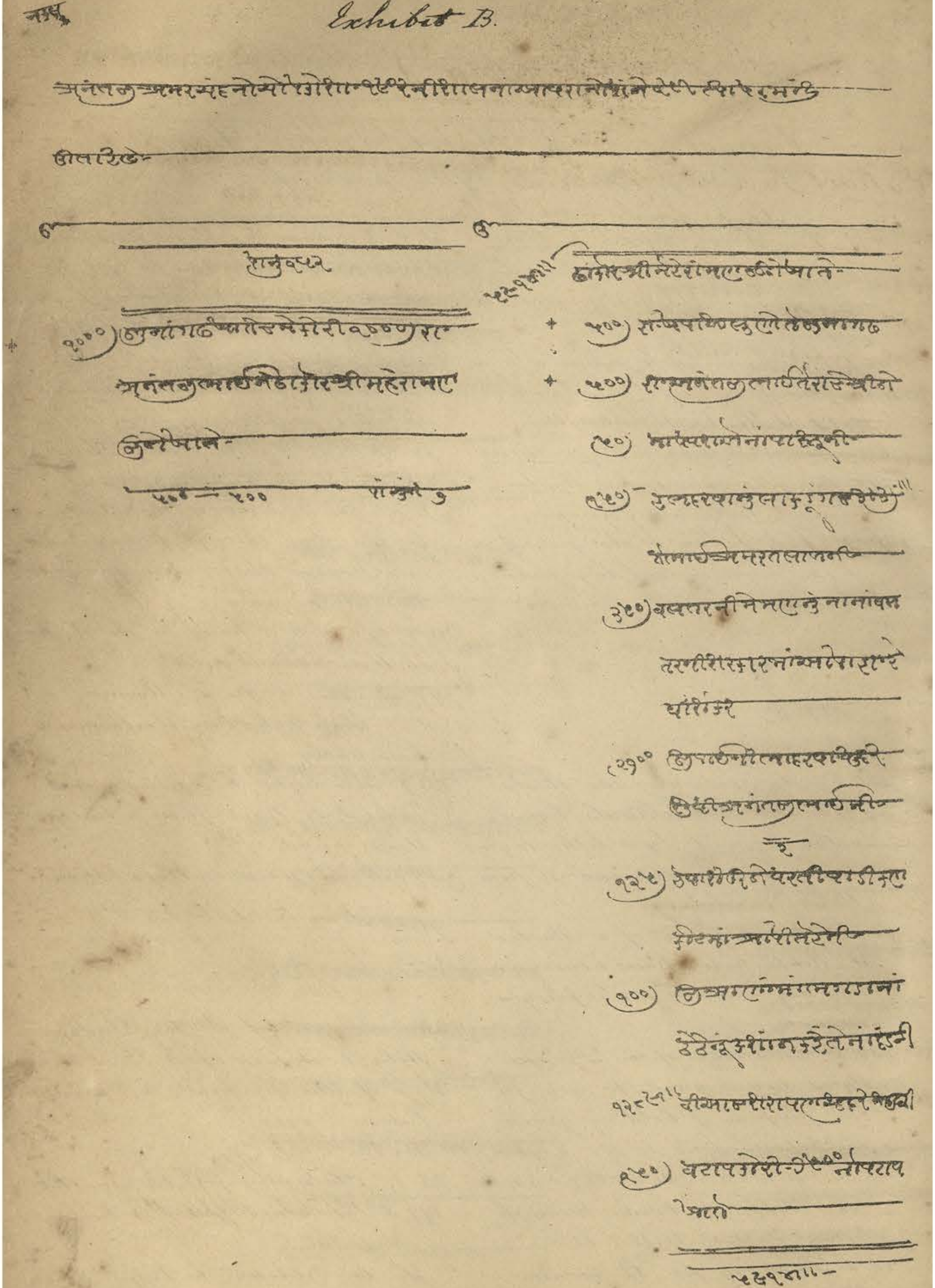
68.1 Stationery for 12 months

199.8 Provisions Bajree 1¾ kulsees Mafs 140.

To be credited to Raja Shree Anutjee

Total Kos. 2081.7.0

Exhibit B.



* The entries thus marked are those referred to; the other entries have been inserted to show that the Total is correct.

Exhibit B.

Extract from Anutjee Umurchund's Awuro of Rajkote Shop for Sumvut 1902, — pages 151 & 152.

Page 152.

*1000 To be credited to the Joonaghur accounts Koo 1000 through Anutjee Bhaee on account of Thakoor Meramunjee

500 ——— 500

page 7 (of the ledger)

Page 151.

5,914 13. To be debited to Thakoor Meramunjee's account

*500 Through Kowass Jeena (sent) to Joonaghur.

*500 Through Anutjee Bhaee (sent) to the Raja Shree.

50 For Madow Rao's Wastoo

150.1 Wood for Umutlal.

350 Compensation given through Rewa Shunkur to Mehnean Joomma paid by order of Pol. Agent.

2700 „ „ Anutjee Bhaees allowances up to Badarwa Shood 2d.

Page 152.

125 gave to Rewa Shunkur ground in Kunkote on that account.

100 Fine from Dher of Bungrara for committing damage.

1289. 12 „ Interest up to Shrawan Shood 2d.

150, Exchange on

7500 Korees.

Total 5914. 13. „

Exhibit C.

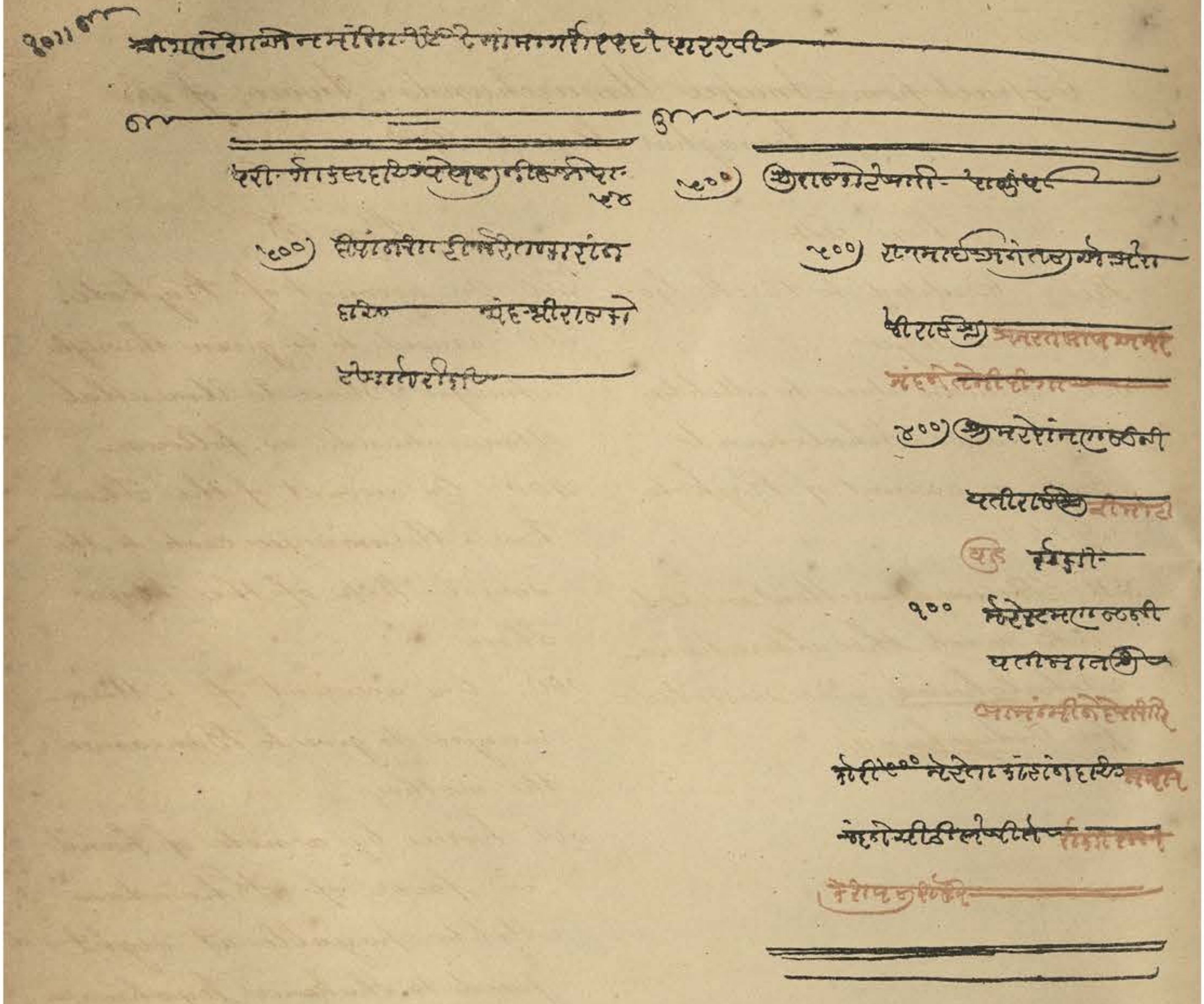


Exhibit C.

Extract from Anutjee Umurchund's Aworo of the Joonaghur Shop for 1902.

Page 54.

Kos. Credited to Parek Gokuldass Veljee

500 Deewan Saee to Mehta Khandass Nehalchund, Cash on account of Rajkote, (Shop)

N.B. The words written in red ink mark the alterations — Nehalchund was inserted for Oodeychund.

Page 58.

Kos.
500 On account of Rajkote.

500 caused to be given through Anutjee Bhaee to Umrutlal Umurchund, as follows—

400 On account of the Thakoor Meramunjee cash to the senior Wife of the Raja Shree.

100. On account of Meramunjee to give to Baneamee the mother.

500 Korees by a note of hand in favor of Khandass Mehta payable at sight, paid to Shakesur Jeyshunkur

N.B. The words in red ink mark what has been altered but it was found impossible to detect how they formerly were

Exhibit D.

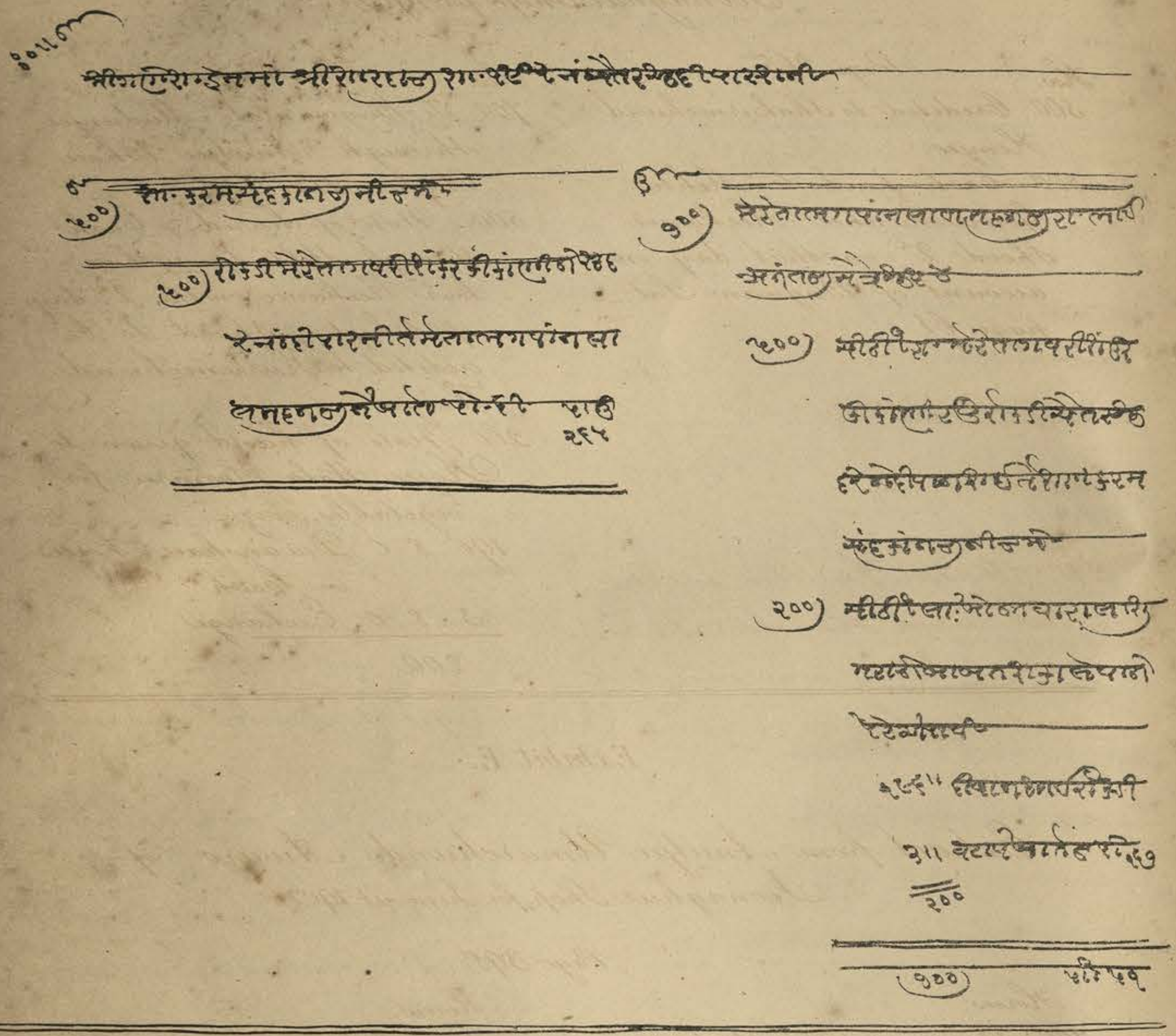


Exhibit E.

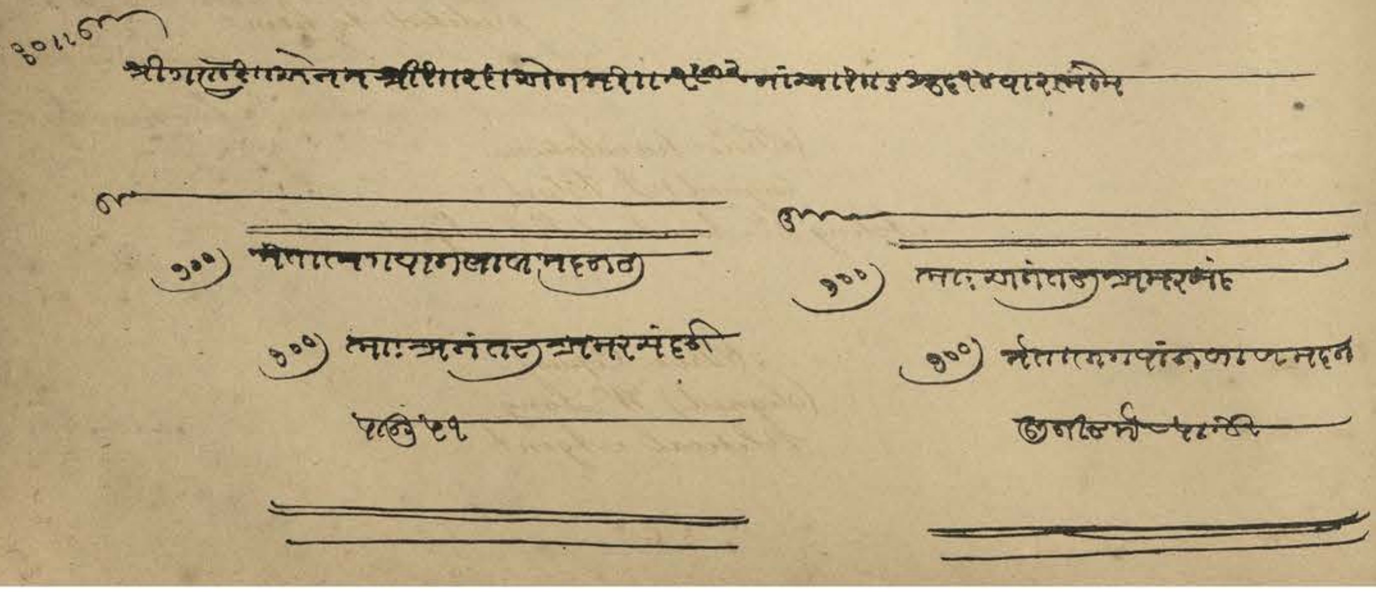


Exhibit D.

Extract from Anutjee Amurchund's Awuro of Joonaghur Shop, for 1902.

Page 265

Kos.
500 Credited to Shakurmchund Kemjee.
500 Cash paid to Mehta Gowreeshunker Keekanee. Shood 2d on that day on account of Bugwan Lal_ page 61.

Page 267

Kos.
700 To Bugwanlal Mudunjee through Anutjee Bhaee Chytur Shood 4th.
500 Note of hand, Cash through Mehta Gowreeshunkur Keekanee on the 2d day of Chytur Shood to be credited to Kurumchund Kanjee.
200 Note of hand given to Kojee Wala Soomra for vegetables, viz:-

196. 8. 0	Dewanshaee korees in Cash
3. 8. 0.	Exchange
200	

Exhibit E.

Extract from Anutjee Umurchund's Awuro of Joonaghur Shop, for Sumvut 1902.

Page 398.

Korees.
700 Bugwan Lal Mudunjee
700 To be credited to Anutjee Umurchund.

Korees.
700 Bhaee Anutjee Umurchund.
700 Mehta Bugwanlal Mudunjee credited to him

(True translations)
(signed) J. Black,
Acting 2d Assistant Polt. Agent.

(True Copies.)
(Signed) W. Lang,
Political Agent.

Charges of Corruption against Bhugwun Lall and others.

No. 9632.

MINUTE by the Honourable the Governor, concurred in by the Honourable Messrs. *Reid* and *Willoughby*.

ON the 25th February 1846, the following circular was issued to the Political Agent in Kattywar, amongst other political authorities:—"I am directed by the Honourable the Governor in Council to annex for your information copy of a circular letter issued from the Revenue Department, under date the 28th November 1828, prohibiting the practice of the interchange of gifts between a native officer and his subordinates, on the occasion of marriages, or other domestic ceremonies, and to acquaint you that Government has resolved that this order shall be made applicable to native servants employed in the Political Department."

2. The circular order of the 28th November 1828, above alluded to, was to following effect:—"The Honourable the Governor in Council directs that no kamavisdar, or any other public officer, is to receive on the occasion of marriages, or other ceremonies in his family, or among his connexion, any 'nuzur,' 'chandla,' or present under any denomination whatever, from the public servants or inhabitants of the district in which they may be employed; and persons contravening this order shall be liable to be judicially prosecuted and dismissed. You will be pleased to communicate the above to all your native servants."

3. On the above instructions reaching the late Political Agent in Kattywar, that gentleman addressed, under date the 3d March 1846, a letter to Government, in which, for the reasons therein mentioned, he suggested a partial modification, as regarded the Kattywar Agency, of the rule which Government had ordered to be enforced; and in reply to this representation, the present Political Agent in Kattywar was informed, under date the 12th September 1846, that Government could not, as proposed by him, authorise any relaxation of the above order.

4. With the accompanying letter, Major Lang has forwarded his proceedings in a recent investigation into two charges preferred again Bhugwan Lal Mudunjee, the head native agent to the Kattywar Political Agency, for having received from the Rajkote Durbar, through the means of its karbaree, Anuntjee Amerchund, two presents of 500 korees each, one of which he received anterior, and the other subsequent, to the promulgation of the order of Government above alluded to.

5. The Kharbaree Anuntjee has, during the course of inquiry, proved himself entirely undeserving of credit, as far as the case rests on his evidence, unsupported by other proofs. Apart, however, from the admissions which Bhugwan Lal has made, I am of opinion that the extracts from the chopras of the Rajcote Durbar, and from those belonging to Anuntjee, taken in connexion with the erasures and alterations which, evidently for the purpose of concealment, have been made in these accounts, added to the facts which Major Lang elicited during the course of the inquiry, afford undeniable proof of Bhugwan Lal having received both of these presents. As one of these presents was received subsequently to the promulgation of the Government order of the 25th February last, and as Bhugwan Lal has, I consider, by his equivocation, forfeited all claims to confidence in future, and to any clemency, I would, in his case, impose the penalty of dismissal, with exclusion from any service whatever under the British Government in future, to which he has rendered himself liable.

6. For the disgraceful part which Anuntjee has taken in the affair, it would have been proper for Government to have issued a prohibition against his being recognised hereafter by the Political Agent, as the agent or minister of any chief in Kattywar, but for the circumstance of such a step being, at the present moment, likely to disarrange the affairs of the Joonaghur State. I would, however, strictly confine his services for the future to the Joonaghur Durbar, and I am of opinion that a prohibitory order should be issued against his being hereafter employed by any other state, or talooka, in the province. He should also be debarred from receiving on his visits to the Political Agent, connected with the affairs of Joonaghur, the honorary marks of attention which it has heretofore been usual to accord to him.

7. I do

Charges of Corruption against Bhugwun Lall and others.

7. I do not consider it advisable to adopt Major Lang's suggestion, of Government, in behalf of the Nawab of Joonaghur, exacting from Anuntjee a bond, making himself liable to pay a five-fold amount for any misappropriations of the revenues of that State, should such hereafter be proved against him, for his conduct in this case having deprived him of all title to consideration from our Government, there can be now no reason why, in case of any peculations, or misappropriations of public money being hereafter proved against him, he should not be amenable to the Joonaghur Government, which would proceed against him as against any other dishonest karbaree, for faults committed subsequent to the Nawaub's majority, if he retains service after the period for which he was originally employed with the consent of the Political Agent.

8. In the event of any malpractices being committed by Anuntjee previous to the Nawab attaining his majority, Government, under the conditions on which he was appointed karbaree of the Joonaghur Durbar, clearly possess the power to bring him to trial for such delinquencies before the Political Agent's Court of Criminal Justice in Kattywar. On Annutjee's appointment to this office, he passed the following engagement to the Political Agent:

"I was formerly in the service of the Nawab Bhadur Khanjee. At that time there was a business concerning some gold, and the Sirkar issued a proclamation, in which my name appeared. Now the Nawab Hamed Khanjee entertains me; but his age is immature, and he has to carry on affairs with the advice of the Political Agent at this place. I cannot remain without the permission of Government, but the Nawab wishes for me; but I am not confirmed here until the orders of Government may be received; therefore I write this agreement, that in case I am employed I will perform service to my full ability. I will not in any way act improperly. I will take no shares in any farm of districts. I will not take any sookree or bribe on any account; nor will I knowingly give any to any one, or suffer any one to take such. In whatever affair the Nawab, or Sudashew Row Dewajee, or Jemedar Juweha may require my advice, I will give it faithfully. If I ever find that any one acts wrong in the Sirkar's affairs, I will immediately inform the Nawab and the Sirkar. If my conduct in any way should differ from what I have here written, I will be personally answerable in whatever way the Sahib may order, and whatever may be ordered I will obey.

(signed) "*Anutjee Amurchund.*"

9. I consider the arrangement proposed by Major Lang, in the 11th para. of his letter, as eminently desirable; under it the pay would be as follows:

				Rs.	a.	p.
Dufterdar, per mensem				200	-	-
Sheristadar, per mensem, from Government	79	8	-			
From the Mahsullee Department, 20 Ahmedabad Sicca	18	9	11			
Company's Rupees				98	1	11

(signed) *G. Clerk.*
L. R. Reid.
J. P. Willoughby.

2 December 1847.

No. 9633.

No. 4725 of 1847.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 15th September last, No. 122, submitting your proceedings in a recent investigation into charges preferred against Bhugwan Lal

Charges of Corruption against Bhugwun Lall and others.

Lal Mudunjee, the head native agent to the Katteewar Political Agency, of having received from the Rajcote Durbar, through the intervention of its karbaree, Anuntjee Ameerchund, two presents of 500 korees each, one anterior and the other subsequent to the promulgation of the orders of Government, dated the 25th February 1846, prohibiting the interchange of gifts by native servants in the employ of Government.

2. In reply, I am directed to inform you that the karbarie, Anuntjee, has, during the course of this investigation, proved himself entirely undeserving of credit, as far as the case rests on his evidence unsupported by other proofs. Apart, however, from the admissions which Bhugwan Lal has made, the Governor in Council is of opinion that the extracts from the chopras of the Rajcote Durbar, and from those belonging to Anuntjee, taken in connexion with the erasures and alterations which, evidently for the purpose of concealment, have been made in these accounts, conjoined to the facts which you have elicited during the course of the inquiry, afford undeniable proof of Bhugwan Lal having received both of these presents.

3. As one of these presents was received subsequent to the promulgation of the Government order of the 25th February 1846, and as Bhugwan Lal has, by his equivocation, forfeited all claims to confidence in future, the Honourable the Governor in Council considers him to be altogether undeserving of clemency, and accordingly directs that he be forthwith dismissed from his situation of native agent to the Katteewar Agency. Government has also resolved to declare Bhugwan Lal disqualified for future service in any capacity under the British Government, and a circular to this effect will this day be issued to the several authorities under this Presidency.

4. For the disgraceful part which Anuntjee has taken in this affair, it would have been proper for Government to have issued a prohibition against his being recognised hereafter by the Political Agent as the agent or minister of any chief in Katteewar, but for the circumstance of such a step being at the present moment likely to disarrange the affairs of the Joonaghur State. The Governor in Council, however, directs that his services be for the future strictly confined to the Joonaghur Durbar, and authorises you to issue a prohibitory order against his being hereafter employed by any other state or talooka in the province. Government is also pleased to direct that the honorary marks of attention which it has heretofore been usual to accord to him be discontinued on the occasion of his future visits to the Political Agent, on matters connected with the affairs of Joonaghur.

5. The Governor in Council does not consider it advisable to adopt your suggestion, in paragraph 10, that Government should, on behalf of the Nawab of Joonaghur, exact from Anuntjee a bond, rendering himself liable to pay a five-fold amount for any misappropriation of the revenues of that State, should such hereafter be proved against him. His conduct in the present case having deprived him of all title to consideration from the British Government, there can be now no reason why, in case of any peculations or misappropriations of public money being hereafter proved against him, he should not be amenable to the Joonagur Government, which would proceed against him as against any other dishonest karbaree, for faults committed subsequent to the Nawab's majority, if he retains service after the period for which he was originally employed with the consent of your predecessor.

6. In the event of any malpractices being committed by Anuntjee, previous to that attainment by the Nawab of his majority, Government, under the conditions* on which he was appointed karbaree of the Joonaghur Durbar, clearly possesses the power to bring him to trial for such delinquencies before the Political Agent's Court of Criminal Justice in Katteewar.

7. The Governor in Council considers the arrangement proposed in the 11th paragraph of your letter to be eminently desirable, and is accordingly pleased to authorise its adoption. By this arrangement the salary of the late native agent will be distributed as follows:

---

* *Vide* engagement entered into by Anuntjee on his appointment to the office.

Charges of Corruption against Bhugwun Lall and others.

				Rs.	a.	p.
Dufterdar, per mensem - - - - - - - - - -				200	-	-
Sheristedar, per mensem, from Government - -	79	8	-			
From the Mohsullee Departmen, 20 Ahmedabad siccas	18	9	11			
Company's Rupees - - -				98	1	11

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
9 December 1847.

No. 4726 and 4727 of 1847.

An extract, paragraph 7, from the above letter to be sent for the information of the Civil Auditor and Accountant-general.

Bombay Castle,
9 December 1847.

(signed) *A. Malet*,
Chief Secretary.

CIRCULAR.

No. 9634 to 9338.

No. 4728 of 1847.—Political Department.

To the Resident at Baroda.

Sir,

BHUGWAN LAL MUDUNJEE, the head native agent to the Katteewar Political Agency, having been convicted of receiving presents, in contravention of the orders of Government prohibiting the interchange of gifts by native servants in its employ, I am directed to inform you that the Honourable the Governor in Council has been pleased to direct his dismissal from office, and to declare him disqualified for future employment under Government in any capacity whatever.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
9 December 1847.

The same as above.

To the Commissioner in Sind.
Political Agent in Mahee Kanta.
Ditto - - Rewa Kanta.
Ditto - - Pahlunpor.
Ditto - - Kutch.
Agent for the Governor at Surat.
Resident at Sattara.
Political Agent in the Southern Mahratta Country.
Political Superintendent of Kolapor.
Ditto - - - Sawunt Warrée.
Agent for Sirdars in the Deccan.
Resident in the Persian Gulph.
Political Agent at Aden.
Captain Hamerton.

(signed) *A. Malet*,
Chief Secretary.

No. 4729 to 4732 of 1847.

RESOLUTION of Government in the Political Department; dated 9 December 1847.

ORDERED, that copy of the above Circular be transferred to the different departments of the Secretariate, that an intimation to the effect therein contained may thence be made to the different authorities under each department.

(signed) *A. Malet*,
Chief Secretary.

Charges of Corruption against Bhugwun Lall and others.

No. 9672.

Political Department.

Extract Bombay Political Consultation, 16 December 1847.

Government, No. 131 of 1847.—General, No. 553 of 1847.

From the Political Agent in Katteewar, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to the concluding paragraph of my letter of the 15th instant, I have the honour to forward translations of the petitions and depositions taken by myself and my assistant Mr. Black, in the case therein alluded to. The petition from Ala Khachur, numbered 2, in the proceedings, was never presented till now, but appears to have been retained by Chela Khacheer, in the hope that he might be enabled to recover the balance of 1,400 rupees, paid to the Wakeel Rewashunker, without preferring any complaint on the subject to the Political Agent. Payment having been evaded, however, for so long a time, he gave in the petition openly about a fortnight after the suspension of the native agent and the first assistant's carcoon.

2. Ala Khacher's uncle, who paid the money on this occasion, stated at first that he had given 1,000 rupees to Anuntjee Umurchund, the Joonaghur and Rajkote Karbaree, and 1,400 to the Wakeel Rewashunker, the whole for the purpose of being paid to the Government karbarees, and chiefly to the native agent, Bhugwanlal. On examining Anuntjee, however, and confronting him and Ala Khachur's uncle, Hathya Veenchya, it appeared evident that 400 or 500 rupees only had been paid to Anuntjee, and 500 more to Goolabrae, the first assistant's carcoon, which was also immediately afterwards sent to Anuntjee by Goolabrae, and the whole, with the exception of 50 rupees (which Anuntjee denies having received) repaid to Chela Khacher's karbaree at Joonaghur, a few months afterwards. What led to its being thus refunded I have been unable to discover, but there is no doubt whatever of its having been so, and Hathya Veerchya having taken an oath to the remaining 50 rupees, Anuntjee has likewise repaid that sum.

3. Goolabraee states that he refused to keep the 500 rupees which were paid to him when brought by Hathya Veenchya, but that as he left it and went away, he immediately afterwards sent it to Anuntjee Umerchund for repayment to Chela Khachur, as he belived the people about his son were plundering him of what he had, and would make away with that also if returned to him. There seems to be no doubt of the sum in question having been sent to Anuntjee as stated, and as it was not credited by him to Goolabrae, the intention in sending it must have been to have it restored to some one, which is further proved by the actual repayment of it two or three months afterwards to Chelakacher's karbaree; as far as the evidence goes, therefore, the only error committed in the matter by Goolabrae was in not acquainting Captain Aston fully with what had occurred.

4. As regards the amount retained by the Wakeel Rewashunkur, there is no evidence whatever that any portion of it went further, and as far as I can judge, I believe that the sum of 500 rupees paid to Anuntjee must have been for his own good offices, and not for Bhugwanlal. I am bound, however, at the same time to state, in justice to the Wakeel Rewashunker, who is one of the quietest and best behaved of the men of that class attached to the Agency, that there is no reason to suspect him of intending to keep the money himself, beyond the sum of 200 rupees which he had credited to his own account for wakeel fees in the book which he produced. I required him, however, to pay the whole amount of 1,400 rupees to Chela Khachur, which has now been done, but it will probably be considered necessary, in addition to this, as an example to others, that he should be dismissed from practising as a wakeel in this Agency.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Kattewar Political Agency,
Rajkote, 25 September 1847.

Forwarded to Mr. Chief Secretary Malet, with letter No. 553 of 1847, Consultation, No. 131, dated 25th September.

Charges of Corruption against Bhugwun Lall and others.

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2. Copy of petition of Ala Kachur, addressed to Arthur Malet, Esq., Political Agent, dated Chuetur Wud 4th, Sumvut 1902, representing that Hattia Veechia and Vukeel Rewashunker had received from him 2,400 rupees, to be expended as bribes to karbarees p. 788
3. A writing from Hatta Veechia, accounting for the expenditure of 1,400 rupees - p. 789
4. Deposition of Hattia Veechia, the uncle of Ala Kachur, states that the 1,400 rupees were given by him to Rewashunker for the purpose of bribing those whom Rewashunkur considered it necessary to influence in their favour, and also that he was to take 100 for his fee, and 100 for the security given, and that 1,000 were given to Anutjee, making in all 2,400 rupees - - - - - - p. 789
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No. 1.

PETITION from *Katchur Chela Watsor*, of Jusdhun, to Major *W. Lang*, Political Agent.

A. C.

I BEG to represent, that formerly in Mr. Malet's time, Ala Katchur went to him to complain against me; at that time he took with him, from the money chests, a large sum of money, and of this he spent a large sum unlawfully, and Katchur Ala's maternal uncle, Veechia Hattia, and Wukeel Rewa Shunkur Annutram, took, in the name of a certain person or persons, 2,400 rupees; of this money the sum of 950 rupees was returned at Joonaghur through Wala Jussa Husoor, and with regard to the balance of 1,450 rupees, Ala Katchur, on the 14th of Chueter Wud, St. 1900, gave me a letter addressed to Mr. Malet, and that letter was signed by Katchur Ala himself, and a copy of it is annexed to this letter, the perusal of which will make you acquainted with the matter. I have until now waited, expecting that from my injunctions Veechia Hattia and Wukeel Rewashunkur would arrange the matter amicably, but they put me off from day to day, therefore being helpless I was obliged to report the circumstance to you; you will do me a kindness if you will call these two men into your presence and cause them to return me my money.

Sumvut 1903, Shrawun Wud 4th (Monday, August 1847).

P.S.—A copy of a writing from the above-mentioned Veechia Hattia is inclosed, and now he denies this; be pleased to enjoin him to give it up.

No. 2.

From *Katchur Ala Chela*, of Jusdhun, to *A. Malet*, Esq., Political Agent in Kattywar.

A. C.

I BEG to represent, that I waited upon you at Rajcote; at that time my uncle, Veechia Hattia, and Wukeel Rewashunkur, took from me 2,400 rupees for the purpose of giving as a bribe to karbarees; of this sum, 950 rupees I again received at Joonaghur, through Wala Jassa Hursoor, and the balance of 1,450 rupees I did not receive. Will you have the kindness to cause that sum to be restored. This I beg to represent.

Sumvut 1902, Chuetur Wud 4th. (signed) *Katchur Ala Chela.*

Charges of Corruption against Bhugwun Lall and others.

No. 3.

Veechia Hattio Ganga.

WHEREAS, Rewashunkur Mehta received (first) in hard cash 1,200 rupees, and afterwards 100 rupees for his pay as vukeel, and afterwards 100 rupees for the security bond.

No. 4.

Hattio Ganga, Hindo, Kattie Veechia, aged 45 years, inhabitant of Babra, at present residing with and in the service of Katchur Chela, of Jusdun, states, in presence of Major W. Lang, Political Agent.

ON account of the misunderstanding between Chelá and his son Ala Katchur, the latter went to a fort, and about three years ago he left the fort and went to the Political Agent, and I came along with Ala Kachur; he employed as his wukeel Rewashunkur, and gave petitions; a few days after this Rewashunkur told me it would be necessary for their business to give the Government karbarees money, that by giving money the business they had would be carried on; afterwards I took from Ala Katchur 1,400 sicca rupees and gave to Rewashunkur, and I told him to give the rupees to whom he chose, and to keep 100 rupees as his fee for his service, and to give 100 rupees to the person who had become security to Government, and to give the balance 1,200 rupees to whom he pleased; on saying this I gave the money. Then Ala Karchur became sick, and leaving his business unsettled he went to Veevehia, and after this, whether Rewashunkur gave the money to any one or kept it I don't know.

Question.—Chela Katcher states, that Ala Katchur took away with him 2,400 rupees and gave it through Rewashunkur, and out of this he received at Joonaghur 950 rupees; how do you explain this?—*Answer.* One thousand four hundred rupees were given to Rewashunkur, and I myself gave to Anuntjee Karbaree 1,000 rupees; of this Chela Katchur may have afterwards received back 950 rupees.

Where were you when you gave these rupees, and what time elapsed between your giving the rupees to Anuntjee and Rewashunkur?—I first gave to Rewasunkur; I went to his house and gave them, and after about five or ten days I went to Anuntjee's house at Rajcote, and gave him the rupees.

What was the object of giving first 1,400 rupees to Rewasunker, and then 1,000 rupees to Anuntjee?—I was doubtful whether Rewasunkur had given any or not.

Did any one say it was necessary to give anything to Anuntjee, or how?—No, no one said so, but knowing him to be a person of high standing, I gave it to him in order that it might reach him.

That it might reach whom?—I gave it, thinking it would reach the Government karbaree Bhugwanlaul, and my business was in his hands.

With regard to these rupees, did you ask Anuntjee or Rewasunkur whether they had given them to any one?—I do not ask them.

What time elapsed before Kachur Chela again received the rupees?—I do not know when he got them back; I heard about two months after he received them.

Did you afterwards demand the money back from Rewashunkur?—No, I did not.

Where were these rupees brought from?—Ala Kachur brought them from a chest belonging to Chela Kachur in the fort, and afterwards Chela Kachur asked where the money had been expended, and I said that I had given to Rewasunkur 1,400 rupees, and to Anuntjee 1,000 rupees, and requested him to inquire into it, and I did not again ask Rewasunkur or others.

Sumvut 1903 (7th September 1847). (signed) *Veechia Hattis Ganga.*
Shrawun Wud 13th (Tuesday.)

No. 5.

Bolanath Marabhaee, Hindoo, Nagur Wurnuggura Brahmin, in the service of Chela Cutchur of Jusdhun, as Mehta, aged about 60 years, at present residing in Jusdun, states in presence of Major W. Lang, Political Agent in Kattywar.

OWING to the misunderstanding between Chela Kachur and his son Ala Kachur, the latter came to Rajcote about St. 1899, and Chela Kachur came and persuaded him to go home; then I went to Dolka; on this, Chela Kachur must have asked Ala Kacher for an account of the rupees, but at that time I was not present. I afterwards returned from Dalka, on this Chela Kachur sent me and Nathoo Bhut on his business in St. 1900, to Joonaghur, where Mr. Malet then was, and I went there, and Jusso Walo of Buldoee came there and said to me, I will give you 1,000 rupees, therefore take them; I said, what rupees, and he said Ala Kachur's, and I asked on whose account do you give them, and he then said, on Anuntjee Amurchund's account; and I said, very good, if you are to give them, bring them, and I shall send them; then Jusso Wala took us two to Anuntjee Amurchund and told him to give us the money; and then he gave an order on his shop to pay us 950 rupees; the shopkeeper gave us an order on, I think, Nursing Pursaud Madow Rao, of Rajkote; then Nuthoo Bhut came to Rajcote, and having received the money for the Hoondee, took it to Chela Kachur at Jusdhum. This is all I know.

Question.

Charges of Corruption against Bhugwun Lall and others.

Question. One thousand rupees had been agreed upon in that case, why did you take 950 rupees?—*Answer.* Jussa Wala told Anuntjee to give us 1,000 rupees, and Anuntjee said, there are 950 rupees, and Jussa Wala and I said, what there is, is right, and he told the shopkeeper to give us the money, and the shopkeeper gave us an order.

Did you ever demand the balance, 1,400 rupees?—Not that I know of, Chela Kachur may have; I do not know.

Sumvut 1903, Shrawn Wud 13th, (signed) *Bolanath.*
(7th September 1847).

No. 6.

Naja Kowpa, Hindoo, Katti Geeda, in the service of Kachur Chela, of Jusdhun, aged about 70 years, residing at Jusdun, states in present of Major W. Lang, Political Agent in Kattywar.

About St. 1899, Chela Kachur's son, Ala Kachur, owing to a quarrel left him and came to Rajcote; then Chela Kachur came, and having reconciled him, took him away to Jusdun; then Chela Kachur must have asked Ala Kachur for an account of the rupees, the latter must have told him that his uncle Hattia Veechia knew about 2,400 rupees; then Chela Kachur told me to ask Veechia Hattia, when I should see him, what had become of the 2,400 rupees, and I said very well, and afterwards Chela Kachur received through Nuthoo Bhut 950 rupees, and then I went on business to Nanee Koonkawao, a village belonging to Jetpoor, and Hattia Veechia was at Aruneede; I sent two suwars there to call him, and he came; I said to him, Ala Kachur writes that 2,400 rupees were given through you; of this 950 rupees have been recovered, but where is the balance, bring it here; on this he said, I have not got it, and saying this he gave me a writing containing an account of the disposal of the money, and said he had disposed of the money as stated in the note. I took the writing and went to Jusdhun, and gave the writing to Chela Kachur. What was in the note, it is so long since now, I do not recollect.

Q. Have you ever up to the present time said anything to Rewashunkur about the rupees?—*A.* Until within the last few days I did not; I then called him before Chela Kachur, and asked for the rupees; on this he said, I took 100 rupees for my fee as agent; as for the balance I know not, such was his answer.

Sumvut 1903, Shrawun Wud 13th. (signed) *Naja Koompa.*
(7 September 1847).

No. 7.

Anuntjee Amurchund, Hindoo, Nagur Wur Nuggura, Karbarree, aged about 38 years, inhabitant of Joonaghur, states before Major W. Lang, Political Agent:

About Sumvut 1899, Kackur Chela and his son Ala had a misunderstanding; on this Kachur Ala came to the Political Agent, and lived in the town of Rajcote. On this account a Government peon came to me and said, Will you in the name of the thacor, keep Ala Kachur under surveillance, otherwise he will be put in the guard. This he said to me because I was the Durbar karbaree; I detained the peon and sent Kengarjee to ask the thacor what he would do, then Thacor Soorajee refused, saying, what advantage is it to us? but Ala Kachur remained there at the Bhaonuggur (karbarree's) house until 12 o'clock with me; he afterwards arose and went to his own house, and I placed two Arabs with him, in order that should he attempt to go away they might that instant inform me, and at daybreak I left the Bhownuggur's house and went to my own house, and Ala Kachur's maternal uncle, whose name I do not recollect, gave me at that time sicca 400 rupees, hard cash, and I kept them, and I fell asleep; on that day I intended going to Joonaghur, but the Arabs detained me. I was thus detained here for three or four days, and the next day Mehta Goolabraee gave me 500 rupees, and said, return these rupees to Alakachur. On this I took the 500 rupees, and afterwards I left for Joonaghur; either on this account or because Ala Kachur had left before me, I did not give him them, and they remained with me a few days after I reached Joonaghur. Mr. Malet arrived at Joonaghur, and I met Bolanath, the Jusdun kamdar, at Joonaghur, and I told him what I have just mentioned, and Bolanath said, that the Durbar had spoken to him also about the rupees. Then I gave Bolanath a note of hand on our Rajcote firm, for either 900 rupees, or a little more; this draft was honoured, and the Jusdhun chief received his money.

Question. On what account were the 400 rupees given?—*Answer.* At that time none would become security for him, and I took charge of him; he gave me the money on that account.

Do you know what agreement was made for the delivery of Ala Kachur (to Government)?—Ala Kachur had escaped from a fort, therefore the Political Agent ordered him to be given up.

Did you return the rupees the same year, or afterwards?—I do not recollect, but I think it was the same year in which I met Bolanath.

If

Charges of Corruption against Bhugwun Lall and others.

If the money was given to you on account of your being security, what was the reason of giving it back?—Bolanath said, "Chela and Ala Kachur have come to an understanding; therefore give back the money," I therefore did so.

Will an account of these rupees be found in your shop?—There will be an entry of the draft I gave, but there will not be an entry of the receipt of that money; if there be I shall look for it and inform you.

Where did you keep these rupees, that there should not be an account of them?—I kept them in hard cash by me; on this account there will be no account of them.

When you went to Joonaghur, where did you keep these rupees?—I left them here in my house.

Have you any account of what money you take out or put into your house?—No, I have not.

Hathia Veechia states, that he gave to you, at your house, 1,000 rupees; how do you account for that?—He gave to me 400 rupees.

Hattio Veechia is here called, and confronted.

Anuntjee acknowledges to have received 400 rupees, but you say you gave him 1,000 rupees. How is this?—I gave to Anuntjee 500 rupees, and to Goolabraee 500 rupees, in all 1,000 rupees.

On what account did you give them to Goolabree, and through whom did you give them?—I gave that money on account of Ala Kachur's business, and I gave it with my own hand.

Did you give it before or after the arrival of Chela Kachur?—I gave it after his arrival.

Did you first enter into any agreement with Goolabree and then give it, or how?—I gave the money to Goolabraee, and said, "This business is being conducted; do your best for us;" and Goolabraee answered, "God will cause it to prosper." On this I gave him a blessing, and left.

Do you know why Goolabraee afterwards returned the rupees?—I do not know; Chela Kachur's people must have taken it back.

What time elapsed between your giving the rupees and your informing Chela Kachur?—About two months, when his men came to me at Babras.

Anuntjee here questioned.

For what reason did Goolabraee give you these rupees?—Either because he thought I was a friend of Ala Kachur, or because he (Ala Kachur) was in my house.

(signed) *Anuntjee Amurchund.*
Veechia Hattio Ganga.

Sumvut 1903, Shrawun Wud 13th.
(Tuesday, 7 September 1847,) Rajcote.

No. 8.

Goolabraee Umbashunkur, Hindoo Nagur, aged 38 years, states before Major Lang, Political Agent in Katteewar:

About four years ago, Ala Kachur came to Rajcote; and one of his men, whose name I do not recollect, came to me, and that person brought with him a bag, containing about 500 rupees. I refused the offer, but he left it in my house; but as Ala Kachur was young, on this account his men, for the purpose of robbing, acted thus; and I at that time said to that person, "I shall inform Chela Kachur about these rupees." But Cheela Kachur was not at that time at Rajcote; I therefore sent them to Anuntjee, and told him to inform Chela Kachur, and return the money; and afterwards Mr. Malet went to Joonaghur, and Naja Geedo and Bolanath came there on the part of Chela Kachur, and Anuntjee paid them these rupees, either by a bill or note of hand on Rajcote. And I told Captain Aston that Ala Kachur's men were robbing him, but I did not tell him about these rupees; and last year, when Ala Kachur came here, from information I gave Captain Aston, he wrote to you on that subject.

Q. What did you say to the person who came to give you the rupees?—*A.* I said, "Take them away;" but he left them, and went away.

What time elapsed before you received these rupees from Anuntjee?—About one and a half month.

At that time Chela Kachur was here; why, then, did you send them to Anuntjee, and not to him?—I do not think Chela Kachur was here at that time, and therefore I gave the money to Anuntjee.

How long was it after you received them before you gave them to Anuntjee?—About one or two days; and when I received the rupees, Chela Kachur was here; and when I gave them to Anuntjee, Chela Kachur was not here.

Why did you not inform Captain Aston about these rupees?—I did not inform Captain Aston, because I thought it would cause extra trouble in investigating it.

(signed) *Goolabraee.*

Sumvut 1903, Shrawun Wud 13th.
(Tuesday, 7 September 1847,) Rajcote.

Hattia

Charges of Corruption against Bhugwun Lall and others.

Hattia Veechia called, and confronted with *Goolabraee.*

Q. When you gave the rupees to Goolabraee, did he refuse them, or how? [This question was asked in Goolabraee's presence.]—*A.* I did not hear him, if he did refuse them; but I put the rupees down beside him, and left.

(signed) *Hattia Veechia.*

No. 9.

Rewashunkur Anandram, Hindoo Nagur Wurnuggura Bhugut, Vekeel in the service of the Thacor of Rajcote, age, about 35 years; inhabitant of Rajcote; states before Major W. Lang, Political Agent in Kattewar:

Ala Kachur, having quarrelled with his father, Chela Kachur, of Jusdhun, came to Rajcote in the month of Badurwa of Sumvut 1899, and employed me as his wukeel; and after about four or five days, Chela Kachur also came to Rajcote, and along with Ala Kachur was a kattee, named Hattia Veechio. This person gave me 1,400 rupees, and said, "Keep as your own fee, as agent, 200 rupees, and the 1,200 rupees give to whomsoever it is necessary, for I know no one." On this I said no one would receive it from me, and I would not go to give it. Then he said to me, "I will leave it with you." I said, "I cannot take care of so much money." He said, "There is no place to keep it in my house, and Ala Kachur is squandering his money; therefore keep it by you, I shall afterwards take it away." Then I kept the money. A few days after this, Hattia Veechio went away, whether from any quarrel with Ala Kachur I do not know; and after that Ala Kachur also departed; and about one, or one and a half month after this, Hattio Veechio came to Rajcote, and I told him to take away his rupees. Then he said, "Leave them here for the present; when I and Ala Kachur both come together, we will then take this money." But after this no one came; and now Ala Kachur has come to Rajcote, and with him is a man, named Gela Jobalio. The latter, about 10 days ago, asked me for the money; and I replied, "It is ready." But I said I heard that Chela Kachur had complained to Government, and that on an answer being given, I would give up the money.

Hattia Veechia was here confronted with *Rewashunker,* and questioned as follows:

Q. On what account did you give Rewashunkur 1,400 rupees?—I gave to him 100 rupees for his fee as wukeel, and 100 rupees to be given to the Durbar, on account of its becoming the security of Ala Kachur; and I gave 1,200 rupees to be given to some one, if necessary.

Did Rewashunkur speak of giving the money to any one, or did he say that no one would take it from him?—He did not say that no one would take it from him; but he said, "If anything is to be given, I shall give it."

(signed) *Rewashunkur.*
Veechio Hattia.

Sumvut 1903, Shrawun Wud 13th.
(7 September 1847.)

No. 10.

Rewashunkur Anundram's Examination continued before Lieutenant Black, Assistant Political Agent in Katteewar.

Q. On examining your chopra, it appears that the pages up to No. 14 are correct, but between pages 14 and 16, the 15th page is wanting; where is it?—*A.* In writing in this book, the latter part of it was filled up, and the leaves in the commencement of the book were left blank; and, on the commencement of another year, when I was obliged to rebind the chopra, for the sake of economy I placed the pages which were written over at the commencement of the book, and the blank leaves below them, and on this account the leaves are not in their proper places; and there were many with and many without being numbered, therefore the numbers do not follow in their proper order.

The numbering of the pages up to page 20 is correct and similar, but on that page 47 is also written; how is that?—When I altered the position of the leaves, there must have been a number upon it, and I must have afterwards written another number to make it correspond with the other pages, and this occurs on many other leaves, and in many places. In order to make the numbers of the pages correspond, I erased the numbers (with a sharp instrument); and some of the leaves may be without number, and on some of the pages the old numbers must be still; and as there is no journal or ledger connected with this book, what use is there in numbering the pages? For if there were any journal or ledger, it then would be necessary.

From page 20 to page 45, the numbers are all altered, and after page 45 page 28 occurs, and it is not altered at all; how is this?—From altering the position of the leaves, this irregularity occurs, as above explained; and the alteration took place about four or five years ago.

You

You have stated that these irregularities in the position of the leaves occur from having altered their position, but how many pages were there at first in that book; and if you do not recollect the number, will there be the same number now, after your changing the position of the pages, as there was before you altered them?—I do not recollect how many there were; but some may, from being torn, be deficient.

There are in this book numbers from 1 to 68; are these pages all in the book, or are any deficient?—Perhaps, from using the book, some may be torn.

Are there any in excess of the number of pages?—How could there be any in excess.

On counting the number of pages, there appears to be 69, and the last number in your book is 68; how is this; how is it that there is one page more than there are numbers?—From the alterations above explained, this page must have been put last, but there cannot be any extra pages.

Have you any other book connected with the accounts contained in this chopra?—If there were, it would be a journal and ledger; but I have no other book; should there be, I shall look for it, and give you a final answer to-morrow.

(signed) *Rewashunkur Anundram.*

Sumvut 1903, Shrawun Wud 14th.
(Wednesday, 8 Sept. 1847.)

No. 11.

Sha Otumdass Sunkurdass, Mooneem of Wukutchund Kooshalchund; *Sha Jummundass Nuggeendass*, Goomashta of Sakurchund Premchund; *Nuthoo Ram Govindram*, Mehta of Wurjbookundass Hurachund; *Sha Moolchund Shewukdass*, Goomashta of Ambaeedass Purshotumdass.

Whereas you called us, and showed to us a chopra, and requested us to examine that chopra, whether the pages have been altered, or whether there is any new writing in it, &c. On this we examined the chopra, and the following appears to us to be the case:

1st. The book is not kept after the manner of sowkars.

2d. The pages of the book have been altered, and one page, No. 15, is not in the book; and on examining the book, we find that it is a book made up of ga,* of 24 leaves each, would give the number of pages in this book 72; but on counting them, there are only 69. Thus there are three leaves missing.

3d. In this chopra some new writing appears; this we suspect; viz., pages 13, 14, 22, 49, and 50. This is the opinion of us four.

(signed) As above.

Sumvut 1903, Bhadurwa Shood 1st.
(Friday.)

* A certain paper measure.

No. 12.

Yadee from *Anuntjee Amurchund.*

The Political Agent asked me about Chela Kachur's son, Ala's, 1,000 rupees. Ala Kachur's men gave to me and Goolabraee 950 rupees, on account of this. I returned to Bolanath, by a hoondee on Rajcote, 900 rupees, and gave him 50 rupees. In this way I returned the 950 rupees. Had I received any more, why should I have given 950 rupees, and kept 50? I gave the same amount back as I received; there can be no mistake about that.

Sumvut 1903, Bhadarwa Shood 7th.

No. 13.

Mehta Bolanath Nanabhaee, Re-examined by Lieutenant J. Black, Acting Second Assistant Political Agent.

Q. How many rupees did Anutjee give you at Joonaghur, and did he give you rupees or korees, or how?—*A.* Jusso Walo caused 950 rupees to be given to me. Jusso Walo said, "There are 1,000 rupees; but Anuntjee said, "There are 950 rupees." Then I received 950 rupees as follows: they were sicca rupees; he ordered his goomashta in Joonaghur, named Kesowjee, to pay me, and Kessewjee gave me a bill on Rajcote; and it was, I think, drawn upon Nursing Pursaud Madoo Rao. I gave the hoondee to Nuthoo Bhut, and sent him to Rajcote. He cashed the bill, and gave the money to Cheta Katchur. Nuthoo Bhut received 950 rupees at Rajcote, and Nuthoo Bhut must recollect about it.

Nuthoo Bhut was here called, and Interrogated.

Q. What was the amount of the bill you received?—*A.* I received a hoondee for 950 rupees.

Charges of Corruption against Bhugwun Lall and others.

Anuntjee's yad, No. 12, and chopra, containing the entry of the hoondee for 900 rupees were here read, and shown to the above two persons.

Q. Anuntjee states in that yad, that he gave a bill for 900 rupees, and 50 in cash, and in the chopra only 900 rupees are entered as the amount of the bill; how is this?—*A.* I do not recollect receiving cash.

Nuthoo Bhut here said, "I have accounts at Jusdhun; from these it will appear whether the sum was 900 rupees or 950. I shall send for these accounts, and show them."

These entries occur at page 166 of Nursing Pursaud Madowrow's chopra for Sumvut 1900.

Hattia Veechia Re-examined, in presence of the above two persons.

Q. Did you give Anuntjee 450 rupees, or how many?—*A.* I gave him 500 rupees; he may say what he pleases.

You say you gave 500 rupees, and Anuntjee says he received 450; how can you prove it?—I keep no accounts, therefore I could not prove it. I am ready to swear to it as far as I can recollect; and if Anuntjee wishes to prove it, let him produce his private accounts.

Bolanath here said, "I think I recollect the disposal of 50 rupees; viz., that they were received by me from Kessowjee, and given to the Wukeel Nurberam; this I recollect." Nuthoo Bhut here said, "I also recollect that 50 rupees were given to Nurberam; but on examining my accounts it will be clearly seen."

(signed) *Bolanath Nanabhaee.*
Nuthooram Maljee.
Veechia Hattia.

Sumvut 1903, Bhadurwa Shood 8th.
(Friday, 17 Sept. 1847.)

Mehta Nurberam Sunkeram Examined before Lieutenant J. Black, Acting Second Assistant Political Agent.

Q. Did Chela Kachur's people give you at Joonaghur, in Sumvut 1900, any rupees or korees?—*A.* Bolanath gave me 50 sicca rupees.

From what shop did he pay you?—He gave me 50 rupees from the 950 rupees which he had to receive from Anuntjee.

(signed) *Nurberam Sunkeram.*

17 September 1847.

(True translations.)
(signed) J. Black,
Acting Second Assistant Political Agent.

(True copies.)
(signed) Wm. Lang, Political Agent.

No. 9673.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Reid* and the Honourable Mr. *Willoughby*.

In the absence of any substantial proof against Goolabraee, of his having acted in a corrupt manner on the occasion alluded to in this report, no notice need be taken of his conduct further than to intimate to him, that Government trusts that the punishment with which, in another case, it has been lately found requisite to visit him, will have the effect of inducing him to observe the strictest integrity for the future.

2. The Vakeel Rewashunker should, I am of opinion, be dismissed from practising as a vakeel before the political authorities in Kattywar.

(signed) *G. Clerk.*
L. R. Reid.
J. P. Willoughby.

3 December 1847.

No. 9674.

No. 4746 of 1847.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Kattewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 25th September last, No. 131, forwarding translations of the petitions received, and depositions taken, by yourself and your assistant, Lieutenant Black, regarding the payment of money some years ago by Ala Khackur, the young son of the Kattie chief of Jusdhun, in the hope of purchasing thereby the good offices of your native establishment.

2. In

Charges of Corruption against Bhugwun Lall and others.

2. In reply, I am desired to observe that in the absence of any substantial proof against Goolabraee, your first assistant karkoon, of his having acted in a corrupt manner on this occasion, no notice need be taken of his conduct further than to intimate to him that Government trusts that the punishment with which it was lately found requisite to visit him in another case will have the effect of inducing him to observe the strictest integrity for the future.

3. With reference to the Vakeel Rewashunker, the Governor in Council is of opinion that you should dismiss him from practising as a vakeel before the political authorities in Kattewar.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
9 December 1847.

No. 936.

Extract Bombay Political Consultation, 2 February 1848.

Government, No. 5 of 1848.—General, No. 11.—Political Department.

From the Political Agent in Kattewar to *A. Malet*, Esq. Chief Secretary to Government, Bombay.

Sir,

With reference to your letter of the 9th ultimo, directing the dismissal of the late native agent in this province, and sanctioning the appointment of a dufturdar and a sheristadar in his place, I have the honour to inform you that there being no one known to me here whom I consider as yet qualified for the former situation amongst those to whom I could at present offer it, I have selected the present mamlutdar of the Ahmedabad Duskrohee, Thakursee Poonjash, for it, a man with whom I am unacquainted myself, but who has long borne a very high character, and is represented by all the officers to whom I have applied for information regarding him as well calculated in every way for the situation. The appointment of sheristadar I have given to the present sheristadar of the foujdaree department, who has been employed for a very long period in this office, and is an exceedingly steady, well-behaved man. The vacancy in his situation has been filled up by promoting the second assistant's carcoon, whom I have been obliged to employ for some time as my own sheristadar, owing to the suspension of the native agent and first assistant's carcoon. Most of the other carcoons have also got a step upwards, and the junior vacancy has been supplied by an exceedingly well-qualified young man, a relation of the Gaekwar Mugmoodar's family in this province, the dufterdar being unable to join till he has finished his jummabundee. I have also appointed the several carcoons under him to act in the situations superior to their own till he arrives, for all of which arrangements I shall feel obliged by your obtaining for me the sanction of Government. In my report of the 6th January last, I suggested the increase of the pay of the foujdaree sheristadar to 75 rupees per month, on the occurrence of a vacancy in the situation of first carcoon in that department by reducing the salary of his appointment from 40 to 35 rupees; and in your reply of the 11th February following, I was informed that the subject would be taken into consideration on the occurrence of a vacancy, I hope, therefore, that this slight change will also now be approved of.

2. I beg to forward a statement of the salary of the late native agent and the first assistant's carcoon, from the 11th August last, the day after their suspension, to the 15th ultimo, the date of receipt of your letter under reply; after which the arrangements above reported will come into effect. The saved salary of the foujdaree carcoon lately dismissed is also added, making the total amount *Rs.* 1,621. 14. 2; and as I conclude that neither of these individuals are entitled to any portion of their pay, it would, I think, be but fair that this sum should be distributed amongst those who have had much heavy additional work to perform during this period; and I hope, therefore, that this will be sanctioned as a special case. I beg also to submit a statement of the amount I would recommend in this case to be paid to each of these carcoons, in addition to the pay of his own situation, including that to one new man whom it has been necessary to employ. In the event of this not being sanctioned, however, I shall feel obliged by

Charges of Corruption against Bhugwun Lall and others.

by your obtaining permission for my dividing half the amount to which those acting are entitled according to existing regulations in this manner, each carcon in that case receiving one-half of the sum put down opposite his name, and the remainder being credited as a saving to Government, as I should not be able in any other way fairly to remunerate all those upon whom the extra labour has fallen.

3. With reference to the instructions contained in the fifth para. of your letter, I beg to inform you that, owing to certain intrigues having commenced at Joonaghur to undermine Anutjee's authority as karbaree, I considered it advisable, pending the receipt of your reply, to permit him to return to that place at the end of September, but required him first to give the writing recommended in the 10th para. of my report. This, however, I kept in my own possession without acquainting any of the kucherry people with my having taken it, and I shall return it to him when next he attends at Rajkote, with an explanation of the reasons why Government consider it unnecessary, which may be useful to him as a further warning. He met with a very severe accident soon after his return to Joonaghur by a fall from his horse, which has confined him ever since; but he is quite as much in favour with his Highness the Nawab as ever, and after the lesson he has now received it is to be hoped that he will make a good use of his influence. The circulation of a proclamation forbidding his being employed by any other chief in the province would, I fear, be felt as a stigma by the Nawab, and I hope, therefore, that I may be allowed to dispense with this; as I have written to the Regent Baee of Rajkote to direct his dismissal from employment in the management of that talooka, and can always interfere when the occasion may require it to prevent his being taken into service elsewhere.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Kattewar Political Agency,
Rajkote, 8 Jan. 1848.

Statement of the Distribution proposed to be made of the Saved Salary of the late Native Agent, the First Assistant's Carcoon, and the Foujdaree Carcoon lately Dismissed, amongst the other Carcoons of the Office upon whom the extra work has fallen, from the Month of August to the 15th of December last inclusive.

NAMES of the PARTIES.	Amount of Rewards to be Awarded.		
	Rs.	*a.*	*p.*
Bapoobhaee Denjasunkur	261	14	2
Dooleraee Rugoonathraee	250	–	–
Purtapraee Mahdawraee	150	–	–
Shreedhurrao Mahdow	100	–	–
Nanalall Ruveeshunkur	100	–	–
Bhugwuteedass Wrigdass	80	–	–
Muneeshunkur Juttashunker	80	–	–
Mehta Naka Wugeram	80	–	–
Rawjee Chotumlall	80	–	–
Wrijlall Mudunjee	60	–	–
Mulshunker Hurnarayen	60	–	–
Nilkuntrao Shreeput	40	–	–
Madunjee Wugeshunker	40	–	–
Mojeelall Oolutram	40	–	–
Purtapraee Pranshunker	40	–	–
Bhoowaneeshunkur Goculdass	40	–	–
Kandass	40	–	–
Dilputram Purjaram	40	–	–
Wamun Rao Govind Rao	40	–	–
Co.'s Rupees	1,621	14	2

Saving effected in the Salaries of the late Native Agent of this Province, the First Assistant's Carcoon, and one of the Foujdaree Carcoons lately Dismissed, whilst they were under Suspension, during the Months of August, September, October, November, and December.

NAMES of the PARTIES.	Amount of Savings.		
	Rs.	*a.*	*p.*
Bhugwanlall Mudunjee, late Native Agent, his pay from the 11th August (the date subsequent to his suspension) to the 15th December 1847 (the date of his dismissal) inclusive, being four months and five days, at *Rs.* 279. 8. per month	1,163	1	3
Extra pay to ditto from the Mohsullee Fund	83	3	7
Goolabraee Umbasunker, carcoon to the First Assistant Political Agent, his pay from the 11th August (the date subsequent to his suspension) to the 15th December 1847 inclusive, being four months and five days, at 75 rupees per month	312	1	7
Madawraee Pransunker, late carcoon on the Jail Establishment, from the 8th August to 12th November 1847 (the date of his dismissal) inclusive, being three months and six days, at 20 rupees per month	63	7	9
Co.'s Rupees	1,621	14	2

(Errors excepted.)

Kattewar Political Agency, Rajkote,
8 January 1848.

(signed) *W. Lang*,
Political Agent.

Charges of Corruption against Bhugwun Lall and others.

*No. 937.

MINUTE by the Honourable the Governor, concurred in by His Excellency the Commander-in-Chief, the Honourable Mr. *Reid*, and the Honourable Mr. *Willoughby*.

THE whole of the arrangements reported in para. 1 should be approved, and the requisite departments informed. By the notification of the 22d December 1843, the salary of a dismissed servant ceases from the date of his suspension. The late native agent, Bhugwanlall, and the foujdaree karcoon, Mahdooraee, both being dismissed, are not entitled to any pay from the date of suspension. Goolabraee, the First Assistant's carcoon, has been suspended by order of Government for a term of six months, and during that time will not receive any salary.

I am of opinion that half the pay of these persons for the time indicated by Major Lang should be given to the parties recommended by Major Lang, the remainder being credited to Government.

I think, under all the circumstances of the case, we may attend to Major Lang's recommendation contained in the last para. of his letter.

(signed) *G. Clerk.*
W. Cotton.
L. R. Reid.
J. P. Willoughby.

25 January 1848.

No. 470 of 1848.—Political Department.

No. 938.

From *Arthur Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Kattewar.

Sir,

I AM directed to acknowledge the receipt of your letter No. 5, dated the 8th instant, and in reply, to inform you that the Honourable the Governor in Council approves and sanctions the whole of the arrangements proposed in the first para. thereof, in consequence of the dismissal of Bhugwan Lal, the native agent, and Mahdooraee, the foujdaree karcoon, of the Katteewar Agency.

2. I am at the same time desired to refer you to the Government notification of the 22d December 1843, published in the "Official Gazette" of this Presidency of the 28th of that month; and to state that as, under the provisions thereof, the salary of dismissed native servants ceases from the date of suspension, Bhugwan Lall and Mahdooraee are not entitled to any pay from the date of their suspension.

3. The Governor in Council authorises a moiety of the pay of these persons, and of Goolabraee, the First Assistant's carcoon, for the time indicated by you, being distributed among the parties recommended by you, and directs that the other moiety be credited to Government.

4. In regard to Goolabraee, I am further directed to state, that this individual, having been suspended by order of Government for six months, he is not to receive any portion of his salary during this period.

5. With reference to the last para. of your letter, I am instructed to inform you, that under the circumstances stated by you, the Governor in Council authorises the adoption of the course therein recommended with respect to Anuntjee.

I have, &c.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
31 January 1848.

Chargee of Corruption against Bhugwun Lall and others.

No. 471 and 472 of 1848.

An extract paras. 1 to 2 of Major Lang's letter No. 5, dated the 8th instant, and paras. 1 to 4 of the above reply of this date, to be sent to the Acting Accountant-general* and the Civil Auditor† for information, with reference to the advice from this department, dated the 9th December 1847, and numbers as per margin.

* No. 4727.
† No. 4726.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 31 January 1848.

(True extract.)
(signed) A. Malet, Chief Secretary.

No. 4572.

Extract Bombay Political Consultation, 29 May 1848.

Government, No. 68 of 1848—General, No. 306.—Political Department.

From the Political Agent in Kattewar to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

Translations of depositions in an accusation of bribery made against Goolabraee, the first assistant's carkoon, in 1846.

1. I have the honour to forward translations of the depositions taken in an accusation of bribery which was made against Goolabraee Umbashunker, the carkoon then attached to the first assistant, shortly after I returned to Kattywar in 1846. It was to the effect that he had received a bribe of 1,000 rupees from Wala Hathya Oghur, the kattie grassia of Habrya, to assist him in getting a claim advanced by Joonaghur, to a share in his village of Seelana, settled favourably for his interests, and the parties who made the accusation asserted that they could prove it by certain letters of Hathya Wala and his wukeels which they had intercepted from a cossid.

Doubts thrown on the truth of the accusation from the first, by the manner in which it was brought forward.

2. The statement regarding the letters was soon proved to be false, and there appeared to be no reason to doubt that the wukeel Anuntjee Wulubjee had himself made them over to the accusers, who had made up this story to conceal his share in the transaction. This of course threw great suspicion on the accusation itself; and although neither Hathya Wala nor Goolabraee gave to my mind a satisfactory account of what had actually taken place between them with regard to this money, there appeared to be no ground on which to suspect Goolabraee of corruption in the matter, particularly as I ascertained from Captain Aston that the Seelana case had never been in any way in his hands.

Explained both by Hathya Wala who was accused of giving the bribe, and Goolabraee, as a pecuniary transaction between them, although they differed greatly as to the nature of it.

3. The Joonaghur share of Seelana is held by an Arab jumadar, named Saleh bin Abood, and Hathya Wala's statement was to the effect that he has arranged to take up the money from Goolabraee as a sowar to be paid to this Jumadar's wukeel for his good offices in the matter, and given him two hoondees for 500 rupees each on Bugusra on account of it. Goolabraee, on the other hand, stated, that having been employed by Hathy Wala as his wukeel, before he got into the service of Government, and heavy claims against him to a considerable amount, he took these hoondees from him, and realised the money on that account; but afterwards, on Hathya Wala's remonstrating with him, and disputing these claims, he had the amount placed in deposit pending a settlement of their accounts. At this time Goolabraee had a share in the firm of Mursing Pursano Mahdooraee, into whose shop this money was paid; but the firm was long afterwards broken up under the instructions received from Government on the subject, and the amount of these hoondees was again, in consequence, transferred to his account.

Statement of Hathya Wala in support of his not owing Goolabraee any balance, and denial.

4. Hathya Wala, in reply to this, denied owing any money to Goolabraee on account of the dealings they had formerly had together, but it appeared that their accounts had never been settled; and it was soon discovered that the main difference between them was with regard to an item of 1,000 rupees, which Hathya Wala declared had been paid to Goolabraee out of a sum of 7,000 rupees,

rupees which he had borrowed in 1837 from Umrit Laul Umurchund on a guaranteed mortgage to pay a debt due to the late Babajee Buchajee, then karbaree of Gondul. Goolabraee as confidently asserted that he had never received this amount, the payment of which would have reduced his claims against Hathya Wala, even by his own accounts, to a few hundred rupees, and consequently showing clearly that the thousand rupees, for which he had appropriated the two hoondees on Begusra, must have been on some other account.

of the latter of having received 1,000 rupees stated to have been formerly paid to him in account.

5. Goolabraee, of his own accord, produced before Captain Aston his private account-book to prove that he had never received the thousand rupees from Babajee Buchajee, and that he had duly credited Hathya Wala with the amount of the two hoondees, which still left a small balance in his favour. Hathya Wala, on the other hand, showed in his account-book, which was not, however, very regularly kept, that out of the 7,000 rupees borrowed in 1837 on the guaranteed mortgage, he had paid 6,000 rupees to Babajee Buchajee, and 1,000 rupees to Goolabraee. There was also an alteration in the account-book of Goolabraee, corresponding, as far as could be made out, with this amount, which made me at the time strongly suspect that Goolabraee must have received the sum asserted by Hathya Wala from Babajee Buchajee.

Goolabraee's private account-book readily produced, and suspicious alteration shown in it.

6. I had hoped, long ere this, to have been able satisfactorily to clear up the doubt thus left by a reference to Babajee's own accounts. These, however, I have not been able to get up to the present time from his widow at Umreilly, and a relation of his, whom I have several times sent to endeavour to get them, appears to think that these, for the period required, are not in her possession. On the failure of Babajee's Gondal arrangements all the account-books and other papers he then had in that talooka were sequestrated by the chief, and when at Dhorajee last monsoon, I had a very careful search made among them for any papers likely to throw light on the transaction. Two entries were found on loose sheets of paper amongst the gondal accounts, showing clearly that Babajee had received the full amount of 7,000 sicca rupees, and that he had credited the Durbar with 23,000 korees received through Umrit Laul from Habrya, which is about equal to that sum at a low rate of exchange. Translations of both these entries are added at the end of the proceedings now submitted, and although I could have wished to have seen the account of this transaction in Babajee Buchajee's own private account-book, none of which were to be found amongst the large mass of records and other papers belonging to him at Dharajee, it appears useless to detain this report any longer in the hope of obtaining any further information on the subject.

I hoped to have been able to have cleared this up by a reference to Babajee Buchajee's accounts, by whom this sum should have been paid. Information obtained from these as far as they have been got hold of.

7. Amrit Laul's accounts likewise show the payment of the full amount of 7,000 rupees to Babajee on account of the guaranteed mortgage, and the proof in favour of Goolabaee's not having received this thousand rupees is therefore as strong as it could be in the absence of Babajee's own private accounts; neither is it probable that Babajee Buchajee, in the embarrassed circumstances in which he then was, should have paid this money to Goolabraee from any other source, and the only way therefore in which I can account for Hathya Wala's very confident assertion that it was paid, and also for the alteration in Goolabraee's account, is by the supposition that it was so arranged in the first instance, but that Babajee's necessities prevented his paying the money to Goolabraee as agreed upon.

This and the other accounts obtained entirely in favour of Goolabraee, and manner of accounting for Hathya Walla's accounts, and the alteration in Goolabraee's.

8. Before Captain Aston's departure for the Cape, I requested him to favour me with his report on the subject, as my own opinion was then, as already stated, unfavourable to Goolabraee. I beg to forward a copy of this, and would recommend that the thousand rupees taken from Hathya Wala should be restored to him, but that we should not further interfere in causing any settlement of the former pecuniary transactions between him and Goolabraee.

Report from Capt. Aston on the subject, and suggestion for disposing of the case.

I have &c.
(signed) *W. Lang*,
Political Agent.

Katteewar Political Agency, Camp Bate,
5 May 1848.

Charges of Corruption against Bhugwun Lall and others.

Forwarded to Mr. Chief Secretary *Malet* with Letter No. 306, Cons. No. 68: dated 5 May 1848.

No. 1.

PETITION from *Appajee Mukund*, now an Inhabitant of Rajkote, to Lieutenant Barr, Second Assistant Political Agent.

I BEG to represent that the karbarees here conspired against me and my brother, and oppressed us; and this we have represented to the sirkar, and the sirkar is aware of it; but now I have some information on the subject of bribery to lay before you, the particulars of which are as follows:—The Government karbaree, Goolabraee, is in the habit of receiving bribes. This will be quite apparent from the following reasons. I have in my possession three documents; one of these is in the handwriting of Hattiawala's wukeel, Anutjee Kutchee, and two are written by Hattiawala, and they refer to these transactions. From these it will be seen that he took 1,000 rupees, and asks for 1,000 rupees additional. The particulars are to be found in these papers, and in the book of Sunganee Premchund Bheemjee at page 883, and in the book of Anutjee Damodur at page 815, in the awuras for Sumwut 1899; therefore I hope that you will at once send for Auntjee Kutchee and Hattia Wala, and make a private investigation, and administer to them an oath, and ask them, and immediately attach the above-mentioned books; and in this way you will discover everything, and that he is in the habit of taking bribes in this way from the people, and those who do not give him bribes suffer; and besides these documents, there are many other instances. If you will investigate them, I will give you information, for most people are afraid of these karbarees, and consequently cannot inform you.

(signed) *Appajee Mookund.*

Sumvut 1902, Jetwud 6 (15 June 1846).

No. 2.

LETTER from *Auntjee Kutchee*, at Rajcote, to *Hattiawala*, of Halreea.

A. C.

MY reason for writing is, that I have received your letter, dated Magsursood 8th. In it you write, "The Seelano business is not progressing. I gave 1,000 rupees, in St. 1899, to Bhaee Goolabraee, but the business is not settled. On this subject I wrote to you when you were at Joonaghur, and again when you were at Rajkote on Chyluwud 8th; and to these letters you merely replied acknowledging receipt, and you keep my letters by you. Very good; but I gave these rupees by hoondees; one was drawn on Anutjee Damodur for 500 rupees; another was drawn on Sunganee Premchund Bheemjee for 500 rupees, and were drawn out by Heera Meganee and Ramseefal of Buggusra. These hoondees I gave into the hand of Raja Shree Goolabraee. The entries of them are in the sowkar's books, and my brothers all know this. They are now getting impatient, and say if our business is not settled, we will go and take it back. If they do, there will be an exposure; therefore I enclose to you a letter to give to Rajashree, and read yours to him also. Such is the tenor of your letter." I gave the Rajashree your letter to him, and then mine, and he tore them both up, saying this business is being conducted at the Motee Bungalow; it is not with me; give 1,000 rupees additional, and the business will be done. Thus he said: therefore you must tell your brothers that there would be no good in taking it back. No doubt the mohsuls are still imposed, and will remain, but in the end they must give; and as long as Anutjee is karbaree of Joonaghur, he is the karbaree here* also; therefore I have no influence. It will be difficult to retain the giras shared by Jetpoor Beelkan, Buggasra, &c., with Joonaghur; therefore, if you please, bring with you 1,000 rupees, and give it in the same way as you did before, and I am hopeful the business will prosper. With regard to the letters which you say I keep by me, I send you these two enclosed in this. Read this letter, and tear them all up.

Political Agency.

Sumvut 1902, Magsursood 13,

Make mention of me to Wundrawund,

* With the Political Agent.

No. 3.

From *Hattiawala*, at Halreea, to *Anutjee Wullubjee*, at Joonaghur.

A. C.

MY reason for writing is this: you sent a message to me through Manjreea Hummeer, requesting me to send some one to Goolabraee Raja Shree to Gogeh, and I did so. He answered, that he had sent an answer regarding the business to Madow Raee Umbashunkur at Rajkote, and referred me to him. If you write to me to send a person to Rajkote, I will do so; or if you tell me to go myself, I will do so. Give me your answer. How long do you intend remaining at Joonaghur, and when do you intend going to Rajkote? Send me word

word as to this. Moreover, great delay takes place in our business, and expenses are incurred. Take these matters under consideration, and reply to them. Moreover, if at present other matters occupy the time, and our business is not attended to, then write. Keep matters in their present state; do not allow our business to retrograde. Write to me in reply after due consideration. I have no reason to write anything more to you. Send me a reply in return.

Sumvut 1901, Chytursood 13 (Saturday).

Wundrawandass sends his compliments.

No. 4.

From *Hattiawala*, at Halreea, to *Anutjee Wullabjee*, at Rajkote.

A. C.

Your letter reached me per Boreecha Wago, and I have read it. You write that my business is in Rajashree Goolabraee's hands; that if I influence him, the business will prosper. Thus you write, but nothing has been done in our business, and the mohsul has not been removed. How can I then answer my brothers, and they press me, and say nothing has been done for the rupees; and if these rupees are to be allowed to remain in his hands, then give us a discharge. Thus my brothers say, and they are very impatient with me. If I do not answer them satisfactorily, they will all go to Rajkote, and I shall be disgraced. This is the reason of my writing to you from time to time, but I am unwilling to write to you; but the hoondee which I wrote must have been sent here, and I have, through another sowkar, paid the hoondee to the sowkar on whom I drew it. The entries of it too must be in his books, and the payment was made to the sowcar in presence of my brothers. Thus it is no secret; therefore they press me for a release; but I will do as you direct me, and if 1,000 or 500 rupees more are required to effect this settlement, I shall do what I can. Read this letter to the Raja Shree, and obtain a reply from him, and reply quickly, otherwise I shall be disgraced. [Two or three words occur here which cannot be made out.] You know how I am situated, and can act as you think best. I have written this letter on our subject. Read it, and afterwards tear it up.

8th Cheetr Wud, 1901.

No. 5.

Appajee Mookund Purboo, Hindoo, aged about 29 years, servant, at present residing at Rajkote, states before Lieutenant J. Black, Third Assistant Political Agent:

About 14 months ago I seized from a kossid three papers connected with bribery; by reading them you will understand the transaction, that Goolabraee received something from Hattiawala.

Here three papers formerly given by Appa were shown to him, and he replied These three papers are the papers I allude to; these papers I gave to you (Lieutenant Black); Anutjee Kutchee must have heard that these papers had come into my possession; he consequently sent a message to me through Reta Wora to the effect that if I held any papers of his, to give them back; to this I replied to Keha Wora, there is no necessity for my giving them back to him; if the sirkar asks him about it, he must tell the truth, for it is plain that Goolabraee has taken bribes, therefore tell him he will repent it should he tell anything but the truth.

Question. When these papers came into your possession, what did you say to Keta Wora?—*Answer.* I told him that I had got them from a kossid; I told him nothing more.

Does Keta Wora know where these papers came from?—He knows that they were got from the kossid.

Did you take them from the kossid by force, or how?—I took them by force.

How did you know that these papers were in the kossid's possession?—Some one whose name I do not recollect told me.

Did Hattiawala know at the time of your getting these papers?—I do not know; I went about a month afterwards to Than, taking the papers with me, and two months have elapsed since I returned.

By whom were these papers given to the kossid?—By Anutjee Kutchee, and I heard from some one whose name I do not recollect that Anutjee Kutchee had written a reply to Hattiawala's letter.

Did you tell Anutjee at the time you seized the letters, or afterwards, and if so, where?—I told him about 10 or 12 days ago; Anutjee was at the time sitting at the Agency Bungalow, and Ketawora was sitting near; I do not know that I told him before.

What did Anutjee say when you showed him the papers?—At that time he did not say anything.

Does Hattiawala know anything about this business?—I do not know, and I am not acquainted with Hattiawala.

Charges of Corruption against Bhugwun Lall and others.

Did you show Anutjee his own letter and the other two, or how?—I showed it to him from a little distance, but I did not give it into his hands.

Anutjee here said, "Appa and I have never had any conversation with each other."

Appa here said, "Anutjee told me that the writing was his, and that if he were asked by the sirkar, he would not deny it."

Sumvut, 1902, Jetwud 9th. (signed) *Appajee Mokund.*
(17 June 1846.)

Continued before Lieutenant Black.

About two months ago Keta Wora gave me the letter written by Anutjee Kutchee; that addressed to Hattiawala, also two letters from Hattiawala to Anutjee; on this becoming known Anutjee sent Keta Wora to get these papers from me, but I did not give them; and again 10 or 12 days after Anutjee sent Keta Wora to me, to the agency bungalow, to request that I would give up the papers, or show it to him; I showed them to him from a short distance, but did not give him them.

Did you know anything of this matter before the papers came into your hands?—Yes; Keta Wora told me that he had got some letters on the subject of bribes.

Where were you, and was anyone present when he gave these papers to you?—There was no one present; Keta Wora gave me them at his own house.

Did you ask Keta Wora where and how he had got these papers?—I asked him, but he said, That is no business of yours, you are to say you got them from a kossid.

Were you not suspicious when Keta Wora refused to tell you where he had got the papers from?—I said to him at that time, Why do not you come forward with this information? To this he replied, It is no matter of mine; you must be informer; I shall join you.

Sumvut, 1902, Jetwud 10th (18 June 1846).

No. 6.

Anutjee Wullubjee, Hindoo, Nagur Wur Nuggra, aged 46 years, Wukeel, now residing in Rajcote, states before Lieutenant J. Black, Third Assistant Political Agent:

Question. Is this letter in your handwriting (*the Letter, No. 2, was here shown*)?—*Answer.* Yes, it is.

How did that letter come into the possession of the sirkar?—I wrote it, and gave it into the hands of one of Hattiawala's men.

To which of Hattiawala's men did you give the letter?—To either of the two Brahmins, Soonderjee or Kursunjee, who are always in the habit of bringing and taking letters.

Give the name of the one to whom you gave this letter?—He is an old man, who rides on a white mare.

When did the Brahmin leave your house with the letter?—He left my house about seven o'clock, A. M.

Explain what is meant by writing about money in that letter?—Hattiawala wrote to me and desired me to ask Goolabraee what was to be done in the Seelano case, for that his brothers were impatient, and then I asked Goolabraee; he replied, I did not take any rupees on account of the Seelano case.

When did you know that that letter had been lost?—Fifteen days ago, when I was at the agency bungalow, Keta Wora said, "Your letter has been seized." At that time a Deckany was sitting there, and that paper I did not see before.

Did he mention this to you only once?—He mentioned it only once.

When Keta Wora told you, was any other person present; was Appa there?—No other persons were there except Keta Wora and myself; Appa was at a short distance from us, and Keta Wora did not say that any other person was present.

Was the paper shown to you?—No, it was not; I know nothing about Sale Jamedar's wukeel's business.

When Keta Wora told you of the letter, did you ask him how he had got it?—Keta Wora told me that he had heard that the paper had been found.

Did you, upon Keta Wora's informing you of this, tell Hattiawala?—No, I did not.

Did you receive any answer to that letter from Hattiawala?—I shall make inquiries, and find out. Anutjee then said, No, I received no answer.

How was this letter intercepted?—It may have been done in three ways. The Brahmin may have lost it; some one may have stolen it from the Brahmin, or it may have been taken from Hattiawala's house.

Sumvut 1902, Jetwud 9th (17th June 1846). (signed) *Anutjee Wullubjee.*

Continued before Lieutenant J. Black.

Hatteewala's letter, dated Magsursood 8th, was received by me when I was at Captain Aston's bungalow; enclosed in it was a letter to Goolabraee, which I gave him, and the two letters which were to my address I kept; in them there were no paragraphs concerning hoondees; to this I replied on 13th Magsursood, and sent it to Habria, and Keta Wora told me to put the letters received into my pocket, and said he would do all he could to have the papers shown to the Political Agent.

Question.

Charges of Corruption against Bhugwun Lall an others.

Question. Did you read these papers to Keta Wora?—*Answer.* While I was reading them he may have been overlooking me; he asked me what was in the letter. I replied, it is a matter of 1,000 rupees. He said on this put them in your pocket, and I kept them for three or four days in my pocket, and then placed them in my house, and I then lost them. Ketta Wora thought they were in my house, but I was of opinion that I had given them to him, and I searched my house for them, but without finding them.

Did you write any reply to these letters?—Yes, I did.

When did you give these three letters to Keta Wora?—He took them away in Magsur month, and he was to have given information then.

You write in your letter respecting two hoondees; on what account were these hoondees to be given to Goolabraee; was it on account of the Seelano case, or how?—When I went to ask Goolabraee about the Seelano case, he told me that if I would give 1,000 rupees more the business would progress; thus he told me, and Hattiawalla wrote to me from Halria that he had given 1,000 rupees to Goolabraee on account of Seelano case, but that nothing has been done, and Goolabraee said, The case is being conducted at the Agency, therefore in order that the business may be settled, another sum of 1,000 rupees are requisite.

Did any one come to you yesterday on the part of Goolabraee, or did Hattiawala come to you?—No, Goolabraee tore up the letter which was addressed to him immediately after perusal.

Did you receive a letter from Hattiawala of Halria, dated 8th Magsursood?—Yes, I did.

When Goolabraee made some arrangements with Hattiawala regarding money matters, were you then the wukeel of Hattiawala, and if so, do you know about it, and do you know anything about the giving of rupees to the wukeel of Sale Jemadar?—Money matters are not investigated by the sirkar; disputes between talookdars are heard, but I did not know that any agreement had been made to give Sale Jemadar's wukeel rupees, at the time I heard of it, in Sumvut 1901.

Sumvut 1902, Jetwud 10th. (signed) *Anutjee Wullubjee.*
(18 June 1846.)

No. 7.

Ketsee Gela, Hindoo, Wanya Modh, aged 33 years, Wukeel, inhabitant of Rajkoté, states before Lieut. J. Black, Third Assistant Political Agent.

A few days ago Appajee Mookund told me he had got some papers in which it was written 500 rupees drawn on Anutjee Damodur, and 500 rupees on Sunganee Premchund Bheemjee, and that I must do all I could to find out who is credited in their books with the amount, for that Goolabraee's name was in the paper; that I must make every inquiry, and tell him. He told me that he had got the papers in either of two ways; either he found them, or he took them from a cossid. I saw the papers. I have a shop, and in the course of transacting business I saw the entries in the sowcar's books, and the rupees were credited to Nursung Pursand Madow Raee, under whose name Goolabraee's firm is known; these entries occur at page 815 of the awuro of Anutjee Damodur, and at page 883 of Sunganee Premchund Bheemjee's awuro, and in Anutjee Damodur's awuro, Man Heera Meganee, of Bugusra, is debited; Nursing Pursand Madow Raee is credited, and in Sanganee Premchund Bheemjee's books Nursing Pursand Madow Raee is credited, and the hoondee is drawn out by Ramshee Pol, of Bugusra, and is debited to Beehur Soorchund, of Umreily. This, as above stated, I saw, and told Appajee.

Question. Did you ever show these papers to Anutjee Kutchee?—*Answer.* After seeing the above chopras, Appajee said to Anutjee Kutchee that he had in his possession a letter in his handwriting, that if he denied it, there was the letter, at the same time showing it to him; I was present at the time, and Anutjee said to me, Return to me that paper, and I said, The documents are in his hands; how would he give them on my telling him to do so?

At that time how many papers did he show?—He showed three; viz., two of Hattiawala, and one of Anutjee.

Did you show to Anutjee his own letter?—Anutjee's letter was shown to him at a distance.

Anutjee here said, He told me about it, but did not show it.

Sumvut 1902, Jetwud 9th (17 June 1846).

Continued before Lieutenant J. Black.

About the 13th Magsursood of the present year, when Anutjee Kutchee and I were at Captain Aston's house, an old Brahmin of Halria came, bringing with him letters; he gave one to Anutjee Kutchee, and Anutjee Kutchee gave one to Goolabraee, and Anutjee opened his own letter and read it; in it Hattiawala wrote, "I have given Goolabraee a hoondee on Anutjee Damodur for 500 rupees, and another on Premchund Bheemjee for 500 rupees; tell him to give these rupees back or settle my business; many months have

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now elapsed, and nothing has been done about the Seelano case, and the Mohsuls remain on me, and if it cannot be done for that amount, give other 500 or 1,000 rupees. I have written a letter on this subject to Goolabraee, which give to him and send me a reply." The letter was to that effect, then Anutjee said to me, " In this manner he takes money from the people and does not attend to their business, and ruins the poor talookdars." I said, " He writes to you in the present instance, saying that he has on several occasions written to you, but that you have not answered his letters. Did he mention having given bribes in any of these letters ? " To this he replied, " Yes, I have got some of his former letters." " Then," I said, " let that paper be taken straight to the sirkar." He then said, " Nooroodeen's case fell to the ground, so would this, therefore let it stand until some other Sahib comes." Thus the matter for the time ended; then when Captain Lang came, I spoke to Anutjee about showing the papers to the sirkar, saying, " If you will now show that paper, there will be an investigation." Then Anutjee told me to look at the sowkars books mentioned by Hattiawala, and tell him about it; in that letter it was written, that the hoondees had come in St. 1899, in the month of Badurwa; I therefore examined the books for that year of both the sowcars, and I found Madow Raee, in whose name Goolabraee's shop was credited, and on this I determined to show Hattiawala's papers; but I was afraid if I did so myself that I would incur the displeasure of my caste and countrymen generally. I therefore planned a scheme by which I thought my character would not suffer, which was to pretend that the papers had been found; for this purpose Anutjee wrote a letter to Hattiawala and enclosed these two letters, and gave them to me, but I did not like to present them, and therefore did not do so; but when Appa came to me, I told him, and he said he was not afraid, that if I would give them to him he would present them; on this I gave them to Appa, and Hattiawala's letters are true, and he gave the rupees; but this affair having become known, Goolabraee has caused Hattiawala to be talked over to say that he had given these rupees on account of some money transactions of theirs, and when Captain Lang commenced to take Anutjee Kutchee's statement at the Political Agency, I was outside in the verandah, a peon came from within and called Hattiawala, but he was not present; on this Govindjee, who is the friend of Goolabraee, wrote a note and gave it to Sakurlal, who is Goolabraee's son-in-law; he immediately went to Hattiawala's house, this could be clearly proved if you will call each of them separately and ask them. Sakurlal left the bungalow and went on foot to the milk bush hedge, there he was met by his servant leading his mare and saying something about Hattiawala; he rode off, therefore I suspected he was going there, I therefore followed him; he went into the new house opposite the temple called Beer Bungin; after seeing this, I went home. Sakurlal must have persuaded Hattiawala at that time; that night passed, and next day until 12 o'clock noon; Hattiawala was in the house of Goolabraee's friend, Anutjee Amurchund, he then came to the sirkar and gave his statement, therefore he must have stated whatever they told him to do. And again, yesterday after his leaving this house, Hattiawala went at night to Anutjee Amurchund's house, and he and Anutjee and Mukhunshaw sat in the upper story, and held a conference together; when they were there, I went to Anutjee Amurchund's house; a Joonaghur sepahee was sitting at the doorway on guard, he told me no one was allowed to go up to the upper room, then I returned home; when I was there I heard the voices of Mukhunshaw and Hattiawala; the circumstance of these papers being found was known generally about 15 days ago; Anutjee Kutchee then told me that as it had become known, it would be well if I would give back the papers; afterwards Appa brought the papers to the bungalow and showed them to Anutjee Kutchee, who requested they might be restored to him, but this Appa refused to do, and Hattiawala, a few days ago, told Anutjee Kutchee that some one on the part of Goolabraee had requested him to say, with reference to the papers which had been found, that he had given the money on account of a money transaction, or to be given to some other person, and asked which he should say; Anutjee Kutchee must have given him an answer; this Anutjee Kutchee told me that they were talking over Hattiawala; thus Hattiawala must have stated in his deposition; but if you will allow his deposition to be read to me, I shall put such queries to him as will show that it is false. I have heard that Goolabraee accepts of bribes, and I have seen some entries in certain books; this I would inform you of, but Goolabraee is very powerful, and he has many friends who would prevent the charges being proved, and owing to his influence people would not tell the truth; therefore if you wish to investigate the matter, you must send for the persons whom I name, and immediately take their statements, and attach the books; in this way the matter will come to light; if this is not done, and the investigation is not carried on actively, the charges will not be proved; then should the sirkar order me to prove it, I was not present when anything was given or received, and can only state what I have seen and heard, and if you please, I can show this. My reason for not writing a full statement yesterday was, that in this province any one would be disgraced who would inform on the subject of bribery, and I should incur the enmity of this mota hakim (influential person); and thus I, who am a poor man, would be ruined; for that reason I did not give a statement; and as you told me to-day to give a plain statement, I have done so. Anutjee Kutchee is, through various relationships, the connexion of Goolabraee. At first he told about this, but now, owing to his being a connexion, and being persuaded by some one, he is trying to screen Goolabraee, therefore you must promise Anutjee protection, and tell him not to be influenced in what he says by any one, and to tell the truth.

Golabraee.

Question.

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Question. Where is the letter which arrived when you were at Captain Aston's?—*Answer.* I asked Anutjee Kutchee for it, but he said he had not got it; but it was dated Magsursood, 8th, Sumvut 1902, Jetwud 10th (18th June 1846).

(signed) *Wora Kersee.*

No. 8.

Hattia Ogur, Hindoo, Kattee Wala, aged about 47 years, Girassia, and inhabitant of Habria, states, before Lieutenant J. Black, Third Assistant Political Agent.

I HEARD yesterday that letters written by me and my wukeel had been found by some one, and you now ask me whether I and Goolabraee have any money transactions with each other; to this I reply, that we have had dealings since 1894.

Question. Did you ever write to your wukeel on the subject of giving anything to Goolabraee to carry on your business?—*Answer.* The wukeel of Sale Jemadar was my opponent; and my cousin, Hummeer, and that wukeel were on good terms; on that account I sent through him a message to the wukeel that I would give him a few rupees if he would cause the mohsul imposed on account of the Seelana dispute to be removed; then that Jemadar's wukeel said, "I will take 1,000 rupees, and do what is necessary to prevent the dispute being actively carried on, and to use persuasions with the Jemadar." I then went to Goolabraee, and told him to give me 1,000 rupees, that I wanted them. Goolabraee then said, "I have not received the rupees." To this I replied, "I will draw a bill on Bugusra at one month's sight, and give it to you, if you will discount it, and give the proceeds to me after deducting interest for one month." Goolabraee then said, "I do not wish any interest but on the expiry of the time for which the bill is drawn, and on its being paid I shall give you the money." On this I gave him hoondees, which were paid within a month, and I sent a person to receive the money. To this he replied, "I have not as yet been advised of the hoondees being paid; you must also inquire whether these hoondees have been paid;" thus he replied; then the person I sent returned, and told me this. I then told Majreea Hummeer, my cousin, to go to the wukeel of Jemadar Sale at Joonaghur, and make certain about the agreement, and when certain about it, to pay the money. He went there; and at first he agreed to it, and then refused to do so, saying he could not do it, for that he would lose his situation. I then made inquiries at Bugusra, and found that the money had been paid on the bills, and that the money had been paid to Madow Raee. Then I sent a person here with a message to say that I would not do it, and to give me back my rupees. Then Goolabraee said, the rupees must have been received, but examine your accounts, and if you have any claim, then take the money; thus he told the person I sent; and he came and told me; on this I wrote a letter to my wukeel, Anutjee, stating that 1,000 rupees of mine were in the hands of Goolabraee, and that my (Bhaees) relations at Seelana were pressing me, and the Mohsullee dues were increasing; thus I wrote to him; if you will show the letter which has been found, you will then know this.

In what year did you claim these rupees from Goolabraee?—In the rainy season of Sumvut 1899.

In your letter you write that if 1,000 or 500 rupees additional are requisite for the business, that you will see about it, and you request that that letter may be read to Raja Shree, and that an answer may be sent quickly; explain this, and who is the Raja Shree?—Raja Shree is Goolabraee. I had told Goolabraee, when I claimed the 1,000 rupees from him, that this sum of 1,000 rupees was to be given to Jemadar Sale's wukeel; and afterwards I thought that in case any more money should be necessary for the accomplishment of this object, I would ask Goolabraee.

In that letter you introduce the name of Goolabraee; was he concerned in the arrangement between you and Jemadar Sale's wukeel?—He knew of the arrangement between myself and the wukeel, therefore his name is written.

When were your letters seized; and did your wukeel ever tell you when and how this happened?—If they were taken, they were taken from my wukeel; they were not taken from any of my men. Anutjee told me yesterday that our letters had been given to the sirkar, and he said, "I have been asked, and you will also be asked about them."

Did you ask Anutjee how they had fallen into the possession of the sirkar?—No, I did not; I asked merely what sort of papers they were; to this Anutjee replied, "I have not read them."

Anutjee writes in that letter, replying to yours about having given 1,000 rupees, to Goolabraee; to whom did you give these rupees?—I did not give them; these rupees refer to those I have above mentioned.

It is written in Anutjee's letter that Golabraee told him that, the case was not in his hands, but at the Political Agency; that if another sum of 1,000 rupees were given, the business would be taken in hand; to what business does he refer?—I do not know; that letter never reached me.

Was the Seelana case in the course of being investigated by Captain Aston?—It was, at the Political Agency.

What case was in the Political Agent's hands?—The Seelana case was in Mr. Malet's hands, and whether Captain Aston gave any orders on the case I do not know; Anutjee does.

If about one or one and a half years ago your wukeel had lost any papers, would you not have heard of it from him when it happened?—The wukeel from enmity did not tell me.

Is there any dispute or bad feeling between you and Anutjee?—There is none, but whether any enemy of mine has caused him to alter his conduct towards me, he knows.

Goolabraee knew about the agreement to give Jemadar Sale's wukeel the rupees, then did you receive the rupees from him and give them to the wukeel?—Goolabraee did not give the rupees, he gave me credit for them; I gave two hoondees.

Yesterday, when Anutjee Kutchee spoke to you on this subject, was any one present, and where were you?—No one was present; he told me in the verandah of his own house.

You had arranged to receive from Goolabraee 1,000 rupees, to be given to Jemadar Sale's wukeel, and you did not take them; will Goolabraee have given you credit for that sum in his account?—He knows; on looking at his books that will be seen.

Have you got any entry of these rupees in your books?—I keep an account, but as these rupees were the common property of my bhaees, I did not enter them; my brothers are coming here in a few days, I will then show you the accounts.

About 14 months ago, did your Brahmin come to you and tell you of the loss of any papers?—He never told me that he had lost them, or that they had been stolen from him.

Sumvut 1902, Jetwud 9th (17 June 1846).

(signed) *Wala Hattea Ogur.*

Continued on the 18th June before Lieutenant J. Black.

Did you on the 8th Magsursood write to Goolabraee, or did you, during that month, send a letter to Goolabraee, and one to your wukeel, by your Brahmin?—I do not recollect.

On what account did you give 1,000 rupees to Goolabraee, and when Goolabraee was at Gogeh who did you send to him?—There are two or three Brahmins; one of them went, and, as I yesterday stated, the money I paid was on account of what I owed him.

For what purpose did the Brahmin go to Gogeh?—He (Goolabraee) claimed a balance, and kept these rupees on that account: it was for that reason I sent him, but I do not recollect when I sent him.

Is Majreea Hummeer in your service?—He died about four or five months ago.

Did any one come the day before yesterday on horseback to give you information regarding the proceedings at the Agency bungalow?—Jyto Koteelo came and told me that the Political Agent called me.

Did Sakurlab come?—No, he did not.

Did you yesterday, in the forenoon or evening, go to Anutjee Karbaree's house?—I go there daily.

Last night, when you, Anutjee Umurchund, and Muckunshaw were sitting in Anutjee's upper room, who were present besides the above-mentioned?—Govindjee was there, and Sukurlal came, but went away again.

What did Hummer Majreea tell you after his return from Joonaghur, where you had sent him?—I do not recollect; but I did send him.

Who was the Brahmin who brought a letter for your wukeel in the Magsur month?—Soondurjee came.

Is your wukeel Anutjee's statement correct or not?—I wrote to Anutjee that I had given 1,000 rupees on account of the Seelana case, and that up to that time nothing had been done, and that if a further sum of 500 rupees were necessary for the accomplishment of the business to arrange, that my bhaees were all very anxious; this I wrote, and it was in my letter dated Magsur.

Where is the answer to that letter which Anutjee Kutchee sent by the Brahmin?—If it has been received, it must be in my house.

What were the contents of your letter of Magsur Sood 8th?—I do not recollect.

Was it concerning money?—I wrote, asking why he kept the common money.

When you wrote that letter, was the balance in your, or in Goolabraee's favour?—It was in my favour.

In Sumvut 1899 you had a claim against Goolabraee; subsequent to that date had you any money transactions?—I was of opinion that he owed me, whereas he thought I was in his debt. Our accounts were not adjusted; after that we had no money transactions together.

After Sf. 1899, are there any entries in the chopras of transactions between you and Madow Raee and Goolabraee?—No.

In the letter dated Magsursood 8th, did you write concerning the giving of anything to Goolabraee with reference to the Seelana case?—Something was to be given to Sale Jemedar's wukeel with reference to the Seelana case; it was intended as a bribe to cause the mohsul to be removed.

Do Goolabraee and the Joonaghur wukeel know anything about the agreement to give these rupees to the Jemadar's wukeel?—Goolabraee knows; the Joonaghur wukeel does not know.

Is that case conducted in the name of the Nuwab of Joonaghur, or that of the Jemadar?—It is conducted in the name of Joonaghur.

Did

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Did you write a letter to Goolabraee on the 8th of Magsursood?—Yes, I did.

When you took the rupees to give to the wukeel of Jemadar Sale, did you give them to the wukeel or to Goolabraee?—I did not at that time take the rupees. I gave two hoondies to Goolabraee, and then went away; and Goolabraee said, "When these hoondies are paid send a man for the money."

When you gave these hoondees to Golabraee, was Sale Jemadar's wukeel here?—Yes, he was; I saw him, but I do not recollect his name.

Anutjee here said, "His name is Myashunker." Hattiawala then said, "His name is Myashunker."

How did you and Sale, Jemadar's wukeel, arrange about the money?—It was not arranged by me, but by Majree Hummeer, who is dead.

When you gave the hoondees and went away, did you tell Anutjee what arrangement had been made?—No; I neither told him, nor did I send any one to tell him.

You did not know about the agreement that Hummeer made; then how could you have any confidence in the matter?—Hummeer was my connexion; and he arranged that the wukeel should receive 1,000 rupees, and that he would do all he could to remove the moshul by talking over the jemadar; thus he told the wukeel, and afterwards told me also, and of this Goolabraee is aware.

Did you write these two hoondees for 1,000 rupees, here, or were they sent from Buggusra?—I wrote them here in my name; they were drawn upon Mung Ramsher Pob and Heera Meganee.

Were these the hondees you gave to Goolabraee?—Yes; and they were written during the rainy season; I do not recollect what month.

At the time you wrote these accounts where did you get your provisions?—From Waljee Tollia; I am not quite sure; Nuttoo Kenjer also furnishes my provisions.

Did you leave soon after writing the hoondees, or when?—I do not recollect.

Sumvut 1902, Jetwud 10th (June 1846). (signed) *Hattiawala.*

Continued before Captain Lang, Acting Political Agent.

You gave these rupees in St. 1899, and your two letters are dated St. 1901, in the month Chytur; had you at any time before this claimed that money?—Majreea Hummeer used to go to Rajkote, and I was in the custom of sending messages about it through him; and when Goolabraee was at Rajkote, I used to send my messages through this man to Goolabraee.

When Goolabraee was employed by you as your wukeel, had you any dealings together?—Yes, we had dealings, and there are entries of these dealings up to St. 1899; after that we had no transactions.

According to these accounts, does he owe you or do you owe him anything?—In my opinion, and according to my accounts, he owes me; but he says I am in his debt, but he does not adjust accounts.

Goolabraee has kept your 1,000 rupees; taking these to account, does Goolabraee say you owe him anything?—Goolabraee says, that after placing these rupees to account, he may have a claim of 200 rupees; or, on the other hand, he may be owing me 200 rupees.

Did Goolabraee ever ask for the money before taking the 1,000 rupees?—He used to say I owed him something, and asked me for it; I told him that he owed me, and asked him to adjust accounts.

Why did you place the money intended for the wukeel of Sale Jemadar in deposit with Goolabraee?—When the arrangement was made with the wukeel, it was stipulated that the money should be deposited with some sowcar or other, and that he would then prevail on the jemadar and get the mohsuls removed; thus Hummeer told me, and I therefore placed the rupees in deposit with Goolabraee.

For how long previous to the money being deposited had this arrangement been talked of?—For one month.

The wukeel of Sale Jemadar agreed to the terms; then what was his reason for afterwards refusing?—After the wukeel went to Joonaghur, I sent Hummeer after him, and he then refused; saying, "If I take the money, and it comes to be known, I should be ruined."

Did that wukeel give the name of any sowkar in particular?—No, he did not mention any one in particular; so Hummeer told me.

At that time Goolabraee was on his own account demanding money from you; then why did you not deposit the money with some disinterested sowcar?—I had no want of confidence in Goolabraee; I do not know the other sowcars, therefore placed the money with him.

In the month Chytur of last year you wrote two letters on that subject; did you ever afterwards write to Anutjee or Goolabraee for the money?—I do not recollect; but I write to Goolabraee. I must have written along with that very letter.*

As above-mentioned, you sent a person to Gogeh; for what purpose, and when did you send him?—It must have been in St. 1899 or 1900; it was about that time I sent a person about these very rupees; and I recollect it was previous to the writing of these letters which you now show me.

18 June 1846. (signed) *Wala Hattia.*

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* Anutjee's.

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No. 9.

Goolabraee Umbashunker, Karkoon, states before Captain W. Lang, Acting Political Agent.

Question. State the circumstances connected with your receiving two hoondees for 500 rupees each from Hattiawala of Halreea, in St. 1899?—*Answer.* Hattiawala owed me in his private account with me money, and I used continually to remind him of it, and I must have written to him several times on that subject. To this he used to say, "I'll pay you when we adjust accounts." In this way three or four years passed away; and he also took from me a copy of his account, and in the above-mentioned year Hattiawala came here, when I renewed my demand on him, but he did not settle, but I took from him two hoondees which he had and gave them to the goomashta of the firm of Nursing Pursaud Madow Raee, and these hoondees were sent to Buggusra, and from thence they were returned here, one to Anutjee Damodur and one to Premchund Bheemjee, and by them they were paid into Nursing Pursaud's shop, and put to my credit; and after Hattiawala told me to keep these rupees in deposit until the accounts should be adjusted, and I then agreed to this. But afterwards, either at the Dewalee, or at that very time when the goomashta was adjusting the accounts of the firm, I caused the money to be entered at the credit of Madow Row as a deposit. About eight or ten months after, when the firm was dissolved and the profits divided, I took these rupees, and gave Hattiawala credit from them in my own chopra.

For what purpose had Hattiawala brought these hoondees?—He must have brought them for some purpose of his own, not for me; but I heard that he had brought them, and I took them from him.

Were those hoondees which were drawn on the sowcars of Buggusra by Hattiawala written at your request here, or were they lying by him?—They were lying by him.

How did you take these hoondees from him?—They were tied in the string of his angruka when he came to my house, and I took them, and he gave them.

At that time did Hattiawala acknowledge your claim that he should give you the hoondees?—He said at that time, "I will adjust our accounts and give you them, but nothing will be owing to you." The hoondees, however, being in my hand, I said I would keep them in deposit.

If you promised to place them in deposit, why did you afterwards place them at your own credit?—I gave the hoondees on Bugusra to the goomastha, with the intention of crediting them as a deposit when they were paid; and when the hoondees were sent to Rajkote from Bugusra, the goomashta of the firm, without asking me on the subject, placed them to my credit; and about four or five weeks afterwards, about the Dewalee, when the accounts were made up, the money was taken out of my account and credited to Modow Raee. At that time Hattiawala was not here, but I did so according to promise.

When the accounts of the firm were wound up, and you caused the money to be placed at your credit, did you inform Hattiawala of your doing so, or did he tell you to do so?—I did it of my own accord; for certainly, on making out accounts, he would be in my debt.

In whose name was the hoondee made payable; was it payable to you or any other person?—I think it was payable to sha (the bearer).

How was it so great a difference arose in your accounts, that he should suppose, before he gave you these rupees that he was not indebted to you; and you, on the other hand, after receiving these rupees, supposed that you would then even have a claim against him?—Hattiawala said that he had borrowed from Manicklal Purboolal, on the security of a bond, the sum of 7,000 rupees in order to pay Babbajee Buchajee, and that out of these 7,000 rupees he had caused Umrutlal to give me 1,000 rupees. Thus Hattiawalla said, but Umrutlal never gave me these rupees; and Babbajee Buchajee took the whole amount from Umrutlal, and showed that sum in his accounts to the Sirkar; and Hattiawala has credited Umrutlal with 7,000 rupees, but he has not written in his accounts that he caused 1,000 rupees of this to be given to me, and he has not credited me with 798 rupees owing for interest. After giving me credit for these two sums, our accounts will then be nearly balanced; and should any mistake have occurred, by making up our accounts it will appear.

In the book which you now produce, in Hattiawala's account, at two or three places the entries where 300 rupees are entered have been scratched; how is this?—It must have been done to alter the amount; I do not recollect, but that sum was received from Shakur Veljee Mooljee.

Look well at that entry, and endeavour to recollect how that entry stood at first?—It is not in my handwriting, therefore I cannot say; but proof of it will be found in the books of Thakur Veljee Mooljee.

In what year did he tell (Manuklal) to give you 1,000 rupees of the bond of 7,000 rupees?—It must have been the same year as the bond is dated, viz., St. 1894.

Is that entry which bears the marks of erasure not an entry of the 1,000 rupees?—It is not written by me, therefore I do not recollect for certain.

Can the correction be accounted for in the following manner, viz., that you had received that money from some person, and that person afterwards gave that sum to another?—I did not receive that sum, neither did he cause that sum to be given to any one by me, that it should be corrected; and it certainly was not corrected on that account.

18 June 1846. (signed) *Goolabraee Umbashuker.*

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No. 10.

From *Gurdurlal Oolutram* to Captain *W. Lang.*

We, as under-mentioned, viz., Sha Mowjee Herjee, Thakur Govindjee Veljee, Sha Deojee Kurumchund, Mung Kessowjee Lukmeechund, and Thukur Soondurjee Ladanee, have, as requested by you, examined the Guzerattee chopree with reference to one of the entries being altered or not; the first figure of the entry has been altered. It seems from the total of the addition below to have been first 1,300, and, if so, there is a balance of *Rs.* 453. 2. 6.; and if that entry which has been altered into 300 rupees is correct, then the balance would be *Rs.* 1,453. 2. 6. What we have stated above is the opinion of us all. It is as follows: the first entry which has been altered is a sum of 300 rupees; it appears to be 1,300 rupees, and the entry of 2,000 rupees which has been corrected appears to have been 1,000 rupees; and the entry of 300 rupees in one of the items of this entry is correct, and these two entries together amount to 1,300 rupees, and the balance appears to be *Rs.* 453. 2. 6.

Sunwut 1902, Badurwa Shood 14th (4 September 1846).
Written by Gurdurlal.

(signed) *Sha Mowjee Heerjee.*
Thakur Govindjee Veljee.
Sha Deojee Kurrumchund.
Mung Kesowjee Lukmunchund.
Thukur Soonderjee Ladanee.

From *Babajee Buchajee*, at Rajkote, to *Raja Shree Goolabraee Umbashunker*, at Limree.

My reason for writing is as follows: a new mootalib has been drawn out for Halria, but the Political Agent says that after the old mootalib is cancelled the new one shall be given. On making up my accounts according to the old agreement, I find that *Rs.* 11,805. 4. 0. are owing to me, which includes interest; and on crediting the amount of the new mootalib of 7,000 rupees, a balance of *Rs.* 4,805. 4. will remain due to me. With respect to this balance, we agreed that any balance of 1,000 or 500 rupees should be allowed to lie over, on security being given; but the balance on making up the accounts is much greater than that, and I have therefore enclosed to you in this letter a statement of our accounts. Look over them, and let me know what you think about them, and send a security bond for the amount which we were to allow to lie over for private adjustment; and as for the balance, send me an order for it on Anutjee Bhaee. Whatever money I may have taken up through your agency, deduct the same; and send an order for the balance on Anutjee Umurchund, and I shall close our former accounts, and receive the mootalib from the Political Agent, and hand it over. Send an answer quickly by the bearer; for Anutjee presses me for the mootalib, and I am urged to go to Goondul Dorajee; therefore send your reply by the kossid. Compliments, &c.

St. 1894, Poswud 5th (Monday). Written by Wucheroj, who sends his compliments.

A letter is enclosed, and addressed to Radunpoor; send it to Umrutlal's Umooluk's shop in Limree, to be forwarded.

(signed) *Babajee Buchajee.*

Dulputram sends his compliments; a separate letter is sent to you, with all the news in it.

From *Goolabraee Umbashunkur*, at Limree, to *Babajee Buchajee*, at Rajkote.

A. C.

Your letter on the subject of the Halreea money transactions was received by me on the 9th of Wud, from a cossid. You have not until now written to me for a long time; you write regarding a bond having been executed for 7,000 rupees, and securities for the balance. To this I beg to reply that the accounts were shown to you at Porebunder, and the bond was then agreed to. At that time a balance of about 6,000, or less, appeared in your favour; and if any errors have occurred in the accounts, your claim will hold good a hundred years hence. On examining the accounts you will discover this; therefore accept of 6,000 rupees, and cancel the bond. Should, by mistake, any item have been omitted, Hattiawala will not refuse you your rights; besides I am a party to the transaction. In a few days I shall wait upon you, wherever you may be, to adjust the accounts, when we may settle this point. But your not cancelling your bond prevents another bond from being entered into, and I am far from home; therefore be so kind as to oblige me in this matter. I have stated above all I have to write on this subject; I await your pleasure; I have confidence in you; be pleased to write.

Post Wud 9th, Shookurwar P. M.

I send my compliments to Wucheraj Panachund. I sent the letter which you enclosed to its destination, &c. &c. I send my compliments to Dulputram Jala.

From

Charges of Corruption against Bhugwun Lall and others.

From *Goolabraee Umbashunkur* to Captain *W. Lang.*

A. C.

MR. BARR showed me the copy of a letter, and requested me to give an explanation regarding it. My reply is as follows: This paper is a copy, but from the contents, it must have been written by me. I have, in that letter to Babajee written, about taking 6,000 rupees. I was, as it were, Hattiawala's principal wukeel, and must have on that account written in this manner; for Hattiawala did not at that time, nor does he now, acknowledge that 7,000 rupees are owing, and I must have on his part thus written in reply, but I cannot now recollect what happened ten years ago. But as far as I can understand, and on looking at this letter, Babajee would appear to have claimed more than the amount of the bond for 7,000 rupees; therefore I was obliged to write thus in reply. Babajee must have refused to accept of the 6,000 rupees, and must have received the 7,000 rupees before giving up the bond, and it must have been done with Hattiawala's knowledge. These rupees belonged to Umrutlal, and he must have given credit to Babajee for that amount in account, and sent the bond to the sirkar. These rupees did not pass through my hands, and I did not give them to Babajee. From my being thus engaged in Hattiawala's affairs, I have incurred the displeasure of the sirkar; all suspicions, however, will be removed, provided Babajee's agent will show his accounts. Therefore be pleased to order the person who produced this letter to show his accounts. This is my petition.

Sumvut 1903, Cheytur Sood 7th (Tuesday, 23 March 1847).

(True translations.)

(signed) *J. Black,*
Acting Second Assistant Political Agent.

(True copy.)

(signed) Wm. Lang, Political Agent.

EXTRACT Copy from *Babajee Buchajee's* Account. Memorandum of *Wala Hattia Ogur's* Account, including Interest, from St. 1889 to St. 1895, Kartig Shood 2d, in Rupees.

Dr.	*Cr.*
	1894. Mahashood 2. By Sicca Rupees, 7,000.

Babajee Buchajee, in Account with *Doragee.*

Cr.		1894. *Dr.*
To amount on account of Halria korees, debited to Umrutlal.	23,000	By amount received from Hattiawala, debited to Umrutlal for 7,000 sicca rupees = about 23,000 korees.

True translation.

(signed) *J. Black,*
Acting Second Assistant Political Agent.

(True copy.)

(signed) Wm. Lang, Political Agent.

From Captain *H. Aston,* First Assistant Political Agent, to Captain *W. Lang,* Political Agent in Katteewar.

Sir,

1. I HAVE the honour to acknowledge the receipt of the packet of Goozerattee documents, relating to the case of the accusation, in June last, against your First Assistant's mehta, Goolabraee Umbashunkur, of having taken a bribe of 1,000 rupees from the Kattie Hateea Wala, to procure the favourable settlement of the Shilana case. Having received these papers only a few days before my embarkation for Bombay, when I had still other pressing matters in hand to be disposed of, if possible, before I left, I was unable to do more than take notes of the contents of these papers before I departed; but, in compliance with your request, I now beg to lay before you such remarks and observations as have occurred to me on the subject of this accusation. The circumstances under which I write, at sea, in ill health, subject to ceaseless interruptions; the records in the case, too, being incomplete, or requiring references for elucidation, prevent my writing a complete report; but these circumstances will, I trust, plead my excuse for the imperfectness of what I may write on the occasion.

Charges of Corruption against Bhugwun Lall and others.

2. Previous to this accusation, I had heard of the return of Nooroo Deen's agents, Ruseekdass, and Yakoob Khan, from Bombay; of the arrival in Rajcote of agents from the Joonaghur caballers, whose former analogous proceedings are notorious; and of the renewed activity of other old caballers in Rajcote, which led me naturally to look upon the present accusation, when I heard of it, as a mere continuation of the like doings of the old party, in an attempt under the new Political Agent, to keep up the hopes of their party, and continue their influence by perpetuating agitations in which their names should be prominent, and displaying a power to alarm with threats and calumnies those against whom their interested aims instigated them to direct their operations. In this opinion I was afterwards confirmed on learning that the wukeels, Kheta Wora and Unutjee Wulubjee, were the contrivers of the present proceedings, and that Bapoojee Nookund (wukeel of Nooroo Deen and Mudhar Sing, in the former like proceedings above referred to), and his brother, Appajee Mookund, and Ato Hoosein, confidential retainer of Nooroo Deen and Mankhan, the infamous character already described in the public records, and Rajaram Bhao, the proscribed farmer of Drappa, a Deccanee, and Govindrao, another Deccanee, brother-in-law of Narain Rao Karkoon, under the superintendent of the Guicowar's contingent: that these, and others probably, were concerned in it.

3. They had engaged for their special instruments, in bringing forward the matter, Appajee Mookund, and a Banyan adventurer, named Peetamber. Appajee Mookund's readiness for the service may be found explained, in his being brother to Bapoojee Mookund, Nooroo Deen's wukeel, in exposure of whose willingness to be made an instrument of infamy I had about a fortnight before written that public letter, of which, to facilitate reference, I have annexed a copy. Both these brothers, too, had, a few months before, been ejected from the house in which they resided in Rajcote, in consequence of this house (which belonged to Bapoajee Mookund's wife's father, Baba Wuseekur) having been attached by Rajcote, on account of unsettled claims; and the party are ever wont to attribute all the acts offensive to them, of the Rajcote chief, to Unutjee, the Karbaree, and to affect to identify Unutjee in this respect with the Political Agent's establishment.

4. The Banyan adventurer, Peetambur, had formerly assisted Mr. Frere, who had lately been appointed Political Agent in Katteewar, in acquiring Goozerattee; and reckoning upon his favour, expecting that he would immediately proceed to Rajcote, he hastened to that place, in expectation of getting appointed to some situation on the Political Agent's establishment. He brought with him an introduction to myself from the late General Kennedy, and was by me, in consequence, brought to the notice of the late Political Agent. But Mr. Frere not joining, this Peetamber became apparently impatient of delay; and in haste to make some opening that did not spontaneously offer, became the mouthpiece of the caballers, and introduced the subject of their accusation to the third assistant, Lieutenant Black, whom he was at the time assisting to acquire a knowledge of Guzerattee.

5. It is worthy of remark, this their introducing the matter through your junior assistant, whose officiating mehta at the time was Naka Wujeram, the intimate acquaintance of Kheta Wora, one of the contrivers of the accusation.

6. These men, having selected certain entries in Sahookar's chopras for their purpose, adopted their stories accordingly, and produced letters, said to have been intercepted, purporting to have been written by Hatteea Wala and his wukeel, Unutjee Wulubjee, in corroboration. It is unnecessary for me to enter into a detailed examination of the stories and letters, as I believe no doubt exists that they are fabrications, except perhaps, that letter from Huteea Wala, dated A. D. 1845, April 20, (St. 1901, Chueter Sood 13, Saturday,) in which, unlike the other letters attributed to Hateea Wala, the writer's name, Wundrawundass Veerjee, is mentioned. This letter can give no support to their stories, and has perhaps been introduced with the rest to give colour to genuineness of the whole. One of the entries alluded to is in the books of the shop of Doolubjee Moolshunker, who has long been said to mutter subdued accusations against some one of the Political Agent's establishment for taking a bribe. Possibly this entry relates to it.

7. The greatest improbability of the accusation was at once suggested by there being no discoverable motive for bribing Goolabraee Umbashunkur for offices in the Shelana case, as he never had anything to do with it, either directly or indirectly, it never having been out of the hands of the Political Agent and the native agent. The accusers saw this difficulty, and endeavoured to evade it. It were useless, however, to expose in detail their inconsistencies, as I believe no impression can be left upon your mind but that there is nothing that they have said that is deserving of the slightest credit. I pass on, therefore, to the story of Hateea Wala himself, and the documentary evidence.

8. Hateea Wala, who would hardly have originated a proceeding so infamous, yet cannot be believed so far in advance of his countrymen in integrity as not to avail himself of circumstances presented, which promise considerable pecuniary advantage, without any risk in lessening the balance of his account with a wukeel or karbaree. It appears therefore, probable, that he may have lent himself on this occasion to give some countenance to the accusations by a middle course. Before proceeding further, however, I will preface Hateea Wala's statement with an account of the circumstances connected with his dealings with Goolabraee Umbashunkur, that led to the disputed account between them.

9. Goolabraee Umbashunkur, previous to being employed permanently on the Political Agent's establishment, was employed by various persons as a wukeel or agent; and Hateea Wala employed him as such from A.D. 1831-32 to A.D. 1837-38. His allowance for his services

services was nominally 75 rupees per annum. Besides this allowance, he received some presents, as usual, and he lent his employer money at interest. There was, as is common, a running account between them. On being placed permanently on the Political Agent's establishment, or before, Goolabraee relinquished Hateea Wala's service, and was succeeded therein by Unutjeee Wulubjee, one of the present accusers, for whom he says he procured the situation, he being a distant connexion of Goolabraee Umbashunker.

10. During the time that Goolabraee was Hateea Wala's agent, he was also employed as an agent of Umritlaul, who was then concerned in the management of the affairs of Joonaghur; and while he was thus their common agent, Hateea Wala borrowed on mortgage the sum of 7,000 rupees from Umritlaul (in the name of Umritlaul's nephew), under the guarantee of the British Government, to pay to Babajee Buchajee, karbarree of Gondul, in liquidation of a debt. The interest named in the guaranteed mortgage was 10/16 per cent. per month, or 7½ per cent. per annum; but in consideration of Goolabraee's services in procuring the loan, Hateea Wala privately agreed to give him an additional 6/16ths per cent. per month, or 4½ per cent. per annum. This additional interest amounted eventually to 798 rupees.

11. Hateea Wala, in due course, paid the guaranteed debt and interest, but the 798 rupees additional interest remained unpaid; and, as Goolabraee asserts, he reiterated, from time to time, solicitations to Hateea Wala to make up their account, and have it settled, but he ever evaded doing so. In September 1843, however, he ascertained that Hateea Wala had come to Rajcote with hoondees, or with authority to draw hoondees, for 1,000 rupees. They were, perhaps, intended for some other purpose; but by solicitations he prevailed upon him to hand them over to him, to be placed in deposit until this account should be made up and settled.

12. Goolabraee, it may be remembered, had at this time a share in the profits of the banking concern of Narsing Pursaud Mahdooraee, at Rajcote, though he did not interfere directly in the management of the concern. To their shop he sent the two hoondees for 500 rupees each, received from Hateea Wala, and they were entered by the goomashta on the 15th September 1843, in Goolabraee's account. But when the account was made up at the Dewalee, and shown to Goolabraee, he directed the same to be transferred to the deposit account of the firm.

13. It may be further remembered, that in consequence of the orders of Government, directing that Goolabraee withdraw from all connexion with banking concerns, he withdrew from connexion with this firm of Narsing Pursaud Madhooraee, as already reported, on the 31st July 1844, and the affairs were wound up, and the profits divided at the following Dewalee in October 1844. The firm thus becoming extinct, the deposit of 1,000 rupees above-mentioned was handed over to Goolabraee.

14. All the entries in sahookar's books of the payments, deposit, and transfer of this 1,000 rupees, as above stated, are quite regular and unsuspicious; and the books, like all other documents connected with the matter, have been produced without the slightest hesitation.

15. On the other hand, Hateea Wala asserts, that he gave these hoondees to the Political Agent's mehta, Goolabraee Umbashunker, to be kept in deposit as a conditional bribe for the wukeel of the jemadar of Shilana to play his master false, and get the case settled as Hateea Wala wished. Hateea Wala names a dead Kattie, who was employed to negociate this bribe with the jemadar's wukeel, so that every direct clue to test the truth of his story is of course cut off. The great improbability of Hateea Wala's giving money to a Government mehta to bribe a third person is obvious, and this improbability is greatly heightened by the fact that the Government mehta in question had nothing whatever, directly or indirectly, to do with the matter in the proceedings of the case; and if it could be shown, that in the account between them, there would be no considerable balance either way, as seems probable, had this 1,000 rupees been indeed given to Goolabraee, and that Goolabraee had previously received less by 1,000 rupees than Hateea Wala asserts he received, there would seem little remaining to doubt the correctness of this mehta's statement.

16. Now, regarding the account between Hateea Wala and Goolabraee, previous to this transaction, Hateea Wala, in support of his assertion that there was no balance against him when he placed the hoondees for 1,000 rupees in Goolabraee's hands, declares that, out of the 7,000 rupees due and owing to Umritlaul, only 6,000 rupees was to have been paid to Babajee Buchajee, and that the remaining 1,000 rupees was to have been paid to Goolabraee by Umritlaul. It is easy and convenient to assert, now that Babajee Buchajee is dead, that he had intended to remit 1,000 rupees of Hateea Wala's to him. But whatever may have been said by Babajee Buchajee to induce Hateea Wala to mortgage his lands for 7,000 rupees, it is hardly probable that this man, who was then struggling with pecuniary difficulties, would have remitted 1,000 rupees of a debt of 7,000 rupees, after he had secured the recovery of the full amount. Goolabraee denies it; and Umritlaul's accounts of the time support his denial. There is also on record an acknowledgment of Babajee Buchajee's, that he had received his 7,000 rupees.

17. To corroborate his assertion that the 1,000 rupees was paid to Goolabraee by Umritlaul, Hateea Wala produces a chopra which, in my hearing, he distinctly stated to be the original record of his dealings with Goolabraee; and yet this chopra I find contains internal evidence of being spurious, and, as is therefore fairly inferable, made up for the occasion. The proof appears complete. Thus the item 1,000 rupees, as paid to Goolabraee by Umritlaul,

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laul, is duly entered. This was in A.D. 1837-38 (St. 1894); yet immediately following this there is an account with Goolabraee, commencing A.D. 1831-32 (St. 1888); and further, the item of 1,000 rupees follows immediately after an entry for 300 rupees, which was certainly paid to Goolabraee from Weljee Mooljee's shop in A.D. 1839-40 (St. 1896) in the month Chuetr, about two years and four months before the date of the item which it follows.

18. It is remarkable that Hateea Wala asserts, that one month after the negotiation for bribing the wukeel took place, he deposited the hoondees for 1,000 rupees with Goolabraee, the proceeds to be paid to the said wukeel; yet when these hoondees had been cashed one month afterwards, Hateea Wala sent for the cash for himself. Afterwards, when the wukeel refused to play his master false, Hateea Wala demanded the cash from Goolabraee, and received for answer, that on their account being made up, the balance might be paid. Subsequent to this, he says he wrote to his own wukeel, Unutjee Wulubjee, to say, that he would give 500 rupees, in addition to the above-mentioned 1,000 rupees already given, for effecting his object in the Shilana business, as if this 1,000 rupees had already been paid, or was still in deposit available for payment.

19. Hateea Wala admits that previous to the receipt of these hoondees for 1,000 rupees, Goolabraee had claimed a balance against him, but that their account had not been made up.

20. It only remains to notice the private account book of Goolabraee, which it is proper to remark was produced without any hesitation. In this book the 1,000 rupees received from the shop of Narsing Pursad Mahdooraee is duly entered. It is the last item in the account with Hateea Wala. There are some alterations in a previous entry; but the fact of this entry being in the hand-writing of an acquintance named Boolakeram, and its agreement with a similar entry in the books of Doolubjee Wulubjee's shop, would leave no doubt in my mind of its correctness, unless there were stronger gronnds to call in question the truth of Goolabraee's statement than I can find on record.

21. Goolabraee has expressed his willingness to have the disputed account settled by reference to a punchayut, or in any other way that you may deem just and proper.

I have, &c.
(signed) *Henry Aston*,
First Assist. Pol. Agent.

At Sea,
12 January 1847.

(Service.)

From Captain *H. Aston*, First Assistant Political Agent, to Captain *W. Lang*, Political Agent in Katteewar.

BapoojeeMookund.

Sir,

1. It is not unknown to you, that for some years a feud existed between the katties of Bheemora on the one side, and Choteela and Anundpoor on the other; and though their mutual enmity is restrained from breaking out in acts of violence, yet it still continues, and would incite the parties to any acts of annoyance short of rendering themselves liable to serious punishment by the British power.

2. In 1844, about October, Bheemora could have made Anundpoor responsible for a robbery, by asserting the tracing of the robbers to that place. An intercepted letter was, however, produced, addressed by Bhoj Khacher, then at Rajcote, to his brother Humeer Khacher, at Bheemora, acknowledging the receipt of a letter, and stating that particulars had not been specified, but that he would carry on the case before the Political Agent, and instructing him to send to Sunosra, an intermediate village, to tell the grassia not to deny that the traces were brought to that place; and further, that if any one come from Anundpoor, he must be told that 1,200 or 1,250 rupees had been carried off. This letter was in the handwriting of Bapoojee Mookund, who, at the time the letter professed to be written (Asoo Sood 3rd, St. 1901), was the karbaree of the Bheemora kattees, but had been discharged before the letter was produced by the Anundpoor party, to expose the practices of the Bheemora katties.

3. One of the conditions of recovering wultur imposed upon Bheemora, being to disprove the genuineness of the letter in question, the katties of this place, about June 1845 (St. 1901, Asar Shood 2), handed in a letter from this Bapoojee Mookund, denying that he ever wrote any letter whatever addressed by Bhoj Khacher to his brother Humeer Khachur.

4. That the letter thus disowned by Bapoojee Mookund is a forgery does not appear to be within the range of probability. His handwriting is well known, and there are numerous papers of his writing on the records of the Political Agent, and there is nothing in the handwriting of the letter that suggests a doubt that it was from his pen. Moreover, the letter of the Bheemora katties inclosing this disavowing letter of their former karbaree (by one of those mistakes, as I suppose, which are so often detected in similar practices), states that it is written by the same person who wrote the letter therein disavowed.

5. It is not, however, to propose any special proceedings against the offender (in a case which the circumstantial evidence of similarity of handwriting is all the proof that can be expected) that I have thus publicly brought the matter to your notice, but to exhibit the

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kind of acts that this individual is willing to lend himself to, and to furnish another example of the character of the agency by which Nooroodeen and others were last year assisted in their conspiracy against the Political Agent's native establishment.

6. This Bapoojee Mookund, I have before brought to the notice of the Political Agent in that letter written specially on the subject of the persons connected with Nooroodeen's accusations against his native establishment last year, he having been employed as a wukeel by Nooroodeen, and by Mudarsing. He is son-in-law of a discontented character, Baba Wusseekur, one of whose daughters was married to Madooraee, who formerly held the situation of the First Assistant Political Agent's mehta, from which he was dismissed for misconduct, corruption I believe; and his place is now filled by Goolabraee. The other daughter was married to Bapoojee Mookund. They are of that class introduced into the province under the auspices of the Baroda authorities, known here under the general term of Deccaness; of the same caste as Sudasheorao Dewajee, lately dismissed from Joonaghur, in 1844, for being concerned in a conspiracy against the Political Agent's native establishment. They are all viewed as foreigners.

I have, &c.
3 June 1846. (signed) *H. Aston*
First Political Agent.

(True copy.)
(signed) W. Lang, Political Agent.

No. 4573.

MINUTE by the Right Honourable the Governor, concurred in by his Excellency the Commander-in-Chief, and the Honourable Mr. *Willoughby*.

I SEE no reason to doubt the accuracy of Major Lang's views on this case, which, as far as concerns the reception of a bribe by Goolabraee Ambashunkur, seems entirely without foundation.

It is desirable that in any future case of a wakeel being selected for Government employ, his accounts with his former principals should be settled; or, at least, the amount defined previous to his nomination.

(signed) *Falkland.*
W. Cotton.
23 May 1848. *J. P. Willoughby.*

No. 4574.

No. 2,262 of 1848.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 5th instant, No. 68, reporting on an accusation preferred against your First Assistant's karkoon, Goolabraee Ambashunker, of his having, in 1846, accepted a bribe of 1,000 rupees from Wala Hathya Oghur, the kattie grassia of Habreea.

2. In reply, I am directed to inform you that the Right Honourable the Governor in Council sees no reason to doubt the accuracy of your views on this case; which, as far as concerns the reception of a bribe by Goolabraee, seems entirely without foundation.

3. I am on this occasion directed to inform you that it is desirable that in any future case of a wukeel being selected for Government employ, his accounts with his former principals should be settled; or, at least, the amount defined previous to his nomination.

I have, &c.
(signed) *A. Malet*,
Chief Secretary to Government.

Bombay Castle,
27 May 1848.

(True extract.)
(signed) A. Malet, Chief Secretary.

Charges of Corruption against Bhugwun Lall and others.

No. 9985.

Extract Bombay Political Consultation, 6 December 1848.

SUBSTANCE of a Petition from *Kusulsung Umarsung*, Inhabitant of Moujee Surpudar, Prant Kattiawar, to the Right Honourable the Governor in Council; dated 6th and received 21st October 1848.

REGARDING Government to be just and equitable, several poor persons represented their circumstances to it, as well as the authorities in Kattiawar, and the proceeds of Bhugwanlal Goolabroy, Anundjee, Umrutlal, Munishunkur, and other Joonagur Nagurs, were distinctly proved to be oppressive. Other cases were then stayed, and the case of corruption at Rajcote having been proved, Bhugwanlal was only dismissed the service; although the charge of bribery has been proved against Goolabroy and others, the case has been stayed; and they continue to hold their office. They therefore subject the poor people to various hardships, and exact bribes from them. They ill-treat the people who preferred charges of corruption against them, and do not allow the poor to obtain redress. This is surprising, and I therefore beg to submit the following particulars:

1. As Goolabroy conducts business before the Political Agent, he misrepresents matters to him, and ill-treats the parties who preferred charges of corruption. The people therefore much repent having made the complaints. They were at first backward in preferring their complaints; but when they were satisfied of meeting with attention from Government, they submitted their complaints. Bhugwanlal alone has been dismissed on account of the Rajcote case. No other case is, however, inquired into; all the other cases are laying over. If Government will not listen to the charges of corruption against these persons, the poor people will have no remedy left to them. No inquiry is instituted into the hardships to which the poor are unjustly subjected. The reason of this is as follows: whenever any person attempts to submit a case to the Political Agent, Goolabroy misrepresents matters to the latter, or suppresses some documents, or delays the disposal of the case. He is thus enabled to fabricate his explanation. In consequence of this no one ventures to come forward.

2. Munishunker, who is the sherustedar of Lieutenant Black, the Assistant Political Agent, is a nephew of Bhugwanlal; Lieutenant Black places full confidence in him, and gives such orders as he dictates. Vurujlal, who is a brother of Bhugwanlal, recives an allowance as goomasta to the Mujmoodar of Jhallawar, but he does not perform the duties of that office, but those of the Foujdaree department. In this manner the duties of the different offices are managed; as they are all related to each other, they are combined together, and ruin any person who ventures to oppose them. In consequence of this, no one will come forward to make a full representation to the Political Agent. There are cases lying over for a long time, but they are not fully inquired into. If any more charges were to be preferred, they would only create further ill-will. The people are therefore obliged to keep quiet. Lieutenant Barr, the First Assistant Political Agent, also places full confidence in Goolabroy, Munishunkur, and others. As they served under him for a long time, they have become well acquainted with his temper, and manage to get their business done by him. If a person prefers a charge of corruption against them, and if it is referred to Lieutenant Barr, he, instead of fully and fairly inquiring into it, holds out threats to the complainant, in order that no other person may complain against them; what can the poor people do then?

3. Anundjee Umurchund, the chief karbharee of Joonagur, conducted the business at Rajcote. He had also the management of many other talookas. He, however, did not reside at the places of which he had the management, but had it conducted through his men. He resided at Joonagur; meanwhile, as it was proved in the Rajcote case that he had acted as a broker in getting bribes for the above-mentioned Government karbarees, orders were given prohibiting him from conducting his business at Rajcote, and from managing the other talookas. He was, however, permitted to have the management of the affairs at Joonagur. This is surprising. Anundjee having been proved guilty of irregular acts, proclamations were issued against his employment by any talookdars. Mr. Malet wrote to Government, and had the proclamations cancelled in the hope that Anundjee would reform his conduct in future; this, however, has not been the case. Annundjee having been proved a second time guilty of the above public offence, has been prohibited from interfering with any other talookas but the Joonagur. This is to be greatly regretted; a Government offender should not be employed in any place, nor should he be permitted to conduct any Government business. No attention is, however, paid to this point; as he is one of the above-mentioned party of Government karbarees, he acts on behalf of the talookdars and others in the cases against the karbharees, and ill-treats many poor persons; he still continues to procure bribes for the karbarees as before; his men, Sudashunkur, Vunarsee, Hureepursad, and other Nagurs, continue to conduct business at Rajcote as before; the Baee of Rajcote consults him, and does nothing without his advice. I have got evidence to prove this; and I am ready to submit it, if an inquiry be instituted into the matter. Government has issued orders not to allow Anundjee to have any connexion with the Durbar at Rajcote, but they are not attended to, and his men are, as stated above, permitted to conduct the business; although there is an order from Government directing another person to be employed in his place as karbharee at Rajcote, no person has as yet been

Charges of Corruption against Bhugwun Lall and others.

been nominated to succeed him. I do not know why Government does not inquire into this matter. Anundjee conducts the business at Kotra through one Gunga Mahta, brother-in-law of Goolabroy, in the same way as he manages that at Rajcote; in like manner he carries on the business at Paletana and other places through his agents; but no inquiry is instituted into the matter.

4. Although there is a charge against the Jupteedar Roodurjee on account of an opium case, still he is permitted to continue in his situation; when he came to Rajcote he obtained leave of absence for 20 days from Lieutenant Barr, and went to Joonagur; about seven months have since elapsed, but he has not yet returned to his office, but continues to draw his full salary. He now manages the business of the treasury of the Joonagur Nowab in conjunction with the criminal Bhugwanlal, who has been dismissed the service. The Political Agent is well aware of this. In order to settle the boundary dispute with the village of Jhalunsur, talooka Gondul, Munshunkur, nephew of Bhugwanlal, was sent on the part of Government; Anundjee and Bhugwanlal appeared on behalf of the Nowab, and Doolubhjee came on behalf of the Gondul Durbar. After the dispute had been settled, all the parties signed the award and submitted it to Government, with a plan. The Gondul Durbar suffered a great loss by this, as all the parties deceitfully combined together and made the settlement; no inquiry is, however, made into it. There was a person, by name Wilkinson, in the English department; as he resigned the Government service, and entered into that of the thakoor of Bhownuggur, the Political Agent made a reference to Government, and on the receipt of its instructions issued a takeed to the thakoor of Bhownuggur not to keep him in his employ. Persons who had formerly been dismissed the Government service on suspicion, and who were afterwards employed by some talookdars and merchants, were caused to be dismissed by the Political Agent as soon as he came to know of their employment. In this manner the Political Agent possesses authority to dismiss Government offenders, or persons of irregular conduct, from the talookdar's service. He, however, does not attend to cases which require his particular attention, but attends to those which do not require it.

5. The following are the particulars of the charges of corruption against Goolabroy and others, which have remained uninquired into for a long time:

1st. Melroojee, the thakore of Gowridur, gave a bribe of 500 rupees.

2d. Kusulsung, a bhayat of Vula, gave a bribe of 2,000 rupees.

3d. The geerasias of Mothuk, a village of Talooka Bhagdura, gave a bribe of 500 rupees.

4th. Shet Jubhur, the late karbharee of Junagur, gave a bribe of 900 rupees, consisting of jewels (gold), ornaments, pootlees, &c.

5th. A bribe was received from Vaysoor, a pupil of Jusdhuna Khanchur.

6th. A bribe was received from Chooranee Baee Jetheba.

7th. A bribe was received from Chooranee Baee Bajuray.

8th. A share of the profits (arising from the sale of the opium which the opium farmer of Joonagur was got to smuggle) was received as a bribe.

The above cases remain to be inquired into; and I have some more to bring to notice; but still the above-mentioned persons are continued in their situations. As the cases against them are not yet inquired into, and as they are not removed from their situations, the people are much afraid. I have also therefore refrained from bringing the other cases to notice; I am ready to make them known, if Government wish me to do so; if the above-mentioned cases be disposed of soon, I shall bring the others to the notice of Government.

6. When Anundjee Amurchund was entrusted with the management of the Joonagur state through Government, he passed a writing to the effect that Government should be "bahandur" for his management for three years; that during that period he shall be responsible for any loss which might be occasioned to the Nowab's state, or to the British Government, or for any case of corruption; and that if he should fail to give satisfactory explanation, he would submit to any punishment which Government might inflict on him; nevertheless he acted dishonestly in many instances during the above period, and several cases are known to Government. I have got some more cases to bring to notice.

7. I beg to enclose herein the original letter in Bhugwanlal's handwriting, to the address of Amrutlal, brother of Anundjee, which I found on the road. This letter appears to have been written with a view to have matters misrepresented to the Political Agent, and to get the business done by deceit. It will appear from this letter that these people have combined together and fabricated various things. Having entered the service of the Nowab, and having received thousands of rupees as bribes, Bhugwanlal has made several statements against him. It is stated in the letter that Lieutenant Black should go to inquire into the robbery case, and that he should take Muni (that is, Munishunkur) with him. Many other things are stated in it, and, on a consideration thereof, your Lordship in Council will perceive that these people combined together in every case, and practise frauds. When they have their kind sahebs to inquire into cases, or when their relations are the sherustedars, they can practise any fraud they like. When a case is fair, it is immaterial who inquires into it.

8. The

Charges of Corruption against Bhugwun Lall and others.

8. The robbers who murdered Mr. Lock, of the cavalry, are not the persons who have been seized. If Government will institute a full inquiry the facts will be known. Some mekranees were seized and imprisoned at Porebunder; one of them who died had been seized on the fabrications of Anuntjee, who wishes to show off his services to the Political Agent, and to have the interdict against allowing him a chair to sit, removed. Several murders have been committed in this country, and as the Nagurs are concerned therein, no inquiry is made regarding them. As long as an inquiry is not made, and the offenders are not punished, there will be no peace and order in the country. The Jam Suheb lately committed a murder or two in Tulnuggur, but no notice has been taken of the matter. Whenever the Political Agent goes, corruption is resorted to, and murders are committed; I therefore pray that the dishonest acts of above-mentioned Nagurs may be inquired into, and that they may be dismissed; unless this is done, the poor cannot be happy. If Government will not inquire into the above charges of corruption against Goolubroy and others, I have no remedy left to me. The charges have not been preferred by one person alone. If Government will not listen to the complaints, I beg that the complained may be removed to some other zilla; if they remain here they will bear enmity towards the poor, and injure them. Anundjee's men still continue to manage the affairs of the talookas with which he has been prohibited from interfering; I therefore pray that they may be removed from those talookas. These people manage the affairs of the talookdars, perform the business of the Political Agent's office, and are also entrusted with attachments in the talookas; why can they not join together and commit frauds. One Ghela Anundrum, who is a vakeel in the Durbar at Rajcote, has got a firm in his name in the bazar, and Anundjee and Goolabroy have shares in it. This firm had to receive a debt from Premchund Bhimjee; as he failed, he did not pay the debts he owed to several persons; he had to receive debts from some persons, and mohauls were therefore issued against them from the Rajcote Durbar, and the money which was thus recovered was received in payment of Anundjee's private claim and the debt due to the above firm. When these proceedings came to the knowledge of the Political Agent, the Nuggurs, with a view to preventing the matter from being investigated, had a letter presented, in the name of the Nowab of Joonagur, to the effect that bills had been given on Bombay in payment of the tribute payable by Joonagur, but that as they had been dishonoured and returned, he, the Nowab, claimed the amount from Premchund Bhimjee. If the matter be carefully inquired into the frauds will be known.

P.S.—Anundjee receives direct the orders which are issued to the Nowab of Joonagur, and replies to them according to his own wishes. In consequence of this the Nowab's state is subjected to loss; although there are charges of corruption against Goolabroy, he continues to receive inams and nuzranas through his cousin. It is surprising that no inquiry is instituted into the matter.

(signed) *C. J. Erskine,*
Deputy Secretary to Government.

No. 9986.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Board.

THIS is authenticated by a name, but it may be a false one. Translation and the original should be sent to the Political Agent in Katteewar for any remarks he may wish to offer, if it be a *bonâ fide* statement of a respectable person.

21 November. (signed) *Falkland.*
W. Cotton.
L. R. Reid.
J. P. Willoughby.

No. 9987.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Board.

THE Political Agent's attention should be drawn to the statement that Bugwanlall, the lately dismissed native agent, is employed at Joonaghur; for if this be true, it ought not to be allowed. As a general rule I should say, all persons dismissed from Government employ for bribery and corruption, not being a native of the province, should not be permitted to remain in Katteewar.

(signed) *J. P. Willoughby.*
24 November. *Falkland.*
W. Cotton.
L. R. Reid.

Charges of Corruption against Bhugwun Lall and others.

No. 9988.

No. 5050 of 1848.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Right Honourable the Governor in Council to transmit to you the accompanying original petition, dated the 6th ultimo, together with a translation thereof, purporting to be from Kusalsung Unarsung, preferring charges of bribery and corruption against the native members of your office establishment, and to request you to submit to Government any remarks you may wish to offer thereon, if it be the *boná fide* statement of a respectable person.

2. I am at the same time desired to draw your attention to the assertion made in this petition, that Bhugwanlall, late native agent of the Rajkote Agency, who was dismissed the service of Government, is employed at Joonaghur, and to observe that if such be the case it ought not to be allowed. As a general rule his Lordship in Council is of opinion that all persons dismissed from the service of Government for bribery and corruption, not being natives of the province, should not be permitted to remain in Katteewar.

I have, &c.
Bombay Castle, (signed) *A. Malet*,
30 November 1848. Chief Secretary.

No. 710.

Extract Bombay Political Consultation, 31 January 1849.

Government, No. 9 of 1849.—General, No. 41.

Political Department.

From the Political Agent in Kattywar to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to your letter of the 30th November last, and the petition sent with it, in the name of Kusulsing Amursing, of Surrupdur, I have the honour to inform you that the communication in question is anonymous, and appears to have been written by some one anxious to see all the persons employed in this Agency belonging to Joonaghur dismissed from the service of Government, in the hope, probably, of their places being filled up by people from Guzerat and other parts of the country. I need hardly state, however, that the employment of men of different castes, and belonging to different parts of the country, is one of the greatest safeguards we can possibly have against the evils of which the petitioner complains.

In reply to the 2d paragraph of your letter, I beg to inform you that the late native agent, Bhugwanlaul, is a native of Joonaghur, and a man held in considerable estimation amongst the people of his caste there, and by many others in this province. Notwithstanding the fault he committed in our service, his Highness the Nawab, I believe, frequently consults him, and has latterly, I understand, given him some employment; and so badly off is this young chief for respectable attendants, associating as he does chiefly with his sebundy jumaders, and people of that class, that I feel assured he has scarcely any one whom he is in the habit of consulting, who would give him better advice than Bhugwanlall. As far as my duty to the young Nawab, therefore, was concerned, I did not consider that I ought to interfore to prevent his availing himself of Bhugwanlall's services, if he found them useful.

3. With regard to the man himself, it should, I think, be borne in mind that the offence of which he was convicted was merely a breach of the orders of Government against receiving presents from the chiefs or others, on occasions of marriages or other family ceremonies; and between the punishment of which and that of actual bribery and corruption a wide line should surely be drawn. Bhugwanlall was dismissed from the service of Government, and declared incapable of employment under it; again to enhance this punishment in his case by

Charges of Corruption against Bhugwun Lall and others.

by shutting the door to his being entertained by any of the chiefs in Kattywar, would, in my humble judgment, be treating him with much greater severity than the offence proved against him deserves; and I feel assured that it would tend to enlist very general sympathy in his favour in this province; whereas, at present, I have no reason to believe that any one considers he has been too severely punished.

4. I deem it my duty to offer these remarks for the consideration of Government, before carrying out the instructions alluded to regarding Bhugwan Laul, and I am sure the motive which dictates them will form a sufficient excuse for them, even if deemed erroneous. There is a case now under investigation, in which I fear the late native agent may be convicted of having received a bribe; in which case, although now opposed to it, I should strongly advocate his being interdicted from employment by any of the chiefs in this province, in addition to the punishment formerly awarded to him.

I have, &c.
(signed) *Wm. Lang*, Political Agent.

Kattywar Political Agency, Camp Chotul,
15 January 1849.

Persian Department.

SUBSTANCE of a Petition from *Kusulsung Unarsung*, inhabitant of Manji Surpudwi, Prant Kattywar, to the Right Honourable the Governor in Council; dated 6th and received 21st October 1848.

REGARDING Government to be just and equitable, several poor persons represented their circumstances to it as well as the authorities in Kattywar, and the proceedings of Bhugwanlal, Goolabroy, Arnundjee, Umrutlal, Munishunkur, and other Junagur Nagurs, were distinctly proved to be oppressive. Other cases were then stayed, and the case of corruption at Rajcote having been proved, Bhugwanlall was only dismissed the service. Although the charge of bribery has been proved against Goolabroy and others, the case has been stayed, and they continue to hold their offices. They therefore subject the poor people to various hardships, and exact bribes from them. They ill-treat the people who preferred charges of corruption against them, and do not allow the poor to obtain redress. This is surprising, and I therefore beg to submit the following particulars:

1. As Goolabroy conducts business before the Political Agent, he misrepresents matters to him, and ill-treats the parties who preferred the charges of corruption. The people, therefore, much repent having made the complaints. They were at first backward in preferring their complaints; but when they were satisfied of meeting with attention from Government, they submitted their complaints. Bhugwanlall alone has been dismissed on account of the Rajcote case. No other case is, however, inquired into; all the other cases are lying over. If Government will not listen to the charges of corruption against these persons, the poor people will have no remedy left to them. No inquiry is instituted into the hardships to which the poor are unjustly subjected. The reason of this is as follows. whenever any person attempts to submit a case to the Political Agent, Goolabroy misrepresents matters to the latter, or suppresses some documents, or delays the disposal of the case. He is thus enabled to fabricate his explanation. In consequence of this no one ventures to come forward.

2. Munishunkur, who is the sheristadar of Lieutenant Black, the Assistant Political Agent, is a nephew of Bhugwanlall; Lieutenant Black places full confidence in him, and gives such orders as he dictates. Vuruzlall, who is a brother of Bhugwanlall, receives an allowance as goomasta to the Mujmoodar of Jhallawar; but he does not perform the duties of that office, but those of the Foujdaree department. In this manner the duties of the different offices are managed; as they are all related to each other, they are combined together, and ruin any person who ventures to oppose them. In consequence of this, no one will come forward to make a full representation to the Political Agent. There are cases lying over for a long time, but they are not fully inquired into. If any more charges were to be preferred, they would only create further ill-will. The people are therefore obliged to keep quiet. Lieutenant Barr, the First Assistant Political Agent, also places full confidence in Goolabroy, Munishunkur and others. As they served under him for a long time, they have become well acquainted with his temper, and manage to get their business done by him. If a person prefers a charge of corruption against them, and if it is referred to Lieutenant Barr, he, instead of fully and fairly inquiring into it, holds out threats to the complainant, in order that no other person may complain against them; what can the poor people do then.

3. Anundjee Umurchund, the chief karbharee at Joonaghur, conducted the business at Rajcote; he had also the management of many other talookas. He, however, did not reside at the

Charges of Corruption against Bhugwun Lall and others.

the places of which he had the management, but had it conducted through his men. He resided at Joonaghur; meanwhile, as it was proved in the Rajcote case that he had acted as a broker in getting bribes for the above-mentioned Government karbharees, orders were given prohibiting him from conducting his business at Rajcote, and from managing the other talookas; he was, however permitted to have the management of the affairs at Joonaghur. This is surprising. Anundjee having been proved guilty of irregular acts, proclamations were issued against his employment by any talookdars. Mr. Malet wrote to Government and had the proclamations cancelled, in the hope that Anundjee would reform his conduct in future; this, however, has not been the case, Anundjee having been proved, a second time, guilty of the above public offence, has been prohibited from interfering with any other tolookas but the Joonaghur. This is to be greatly regretted; a Government offender should not be employed in any place, nor should he be permitted to conduct any Government business. No attention is, however, paid to this point; as he is one of the above-mentioned party of Government karbharees, he acts on behalf of the talookdars and others in the cases against the karbharees, and ill-treats many poor persons. He still continues to procure bribes for the karbharees as before. His men, Sudashunkur, Vunarsee, Hurreepursad, and other Nagurs, continue to conduct business at Rajcote as before. The Baee of Rajcote constantly consults him, and does nothing without his advice. I have got evidence to prove this, and I am ready to submit it if an inquiry be instituted into the matter. Government has issued orders not to allow Anundjee to have any connexion with the Durbar at Rajcote, but they are not attended to, and his men are, as stated above, permitted to conduct the business. Although there is an order from Government directing another person to be employed in his place, as karbharee at Rajcote, no person has as yet been nominated to succeed him. I do not know why Government does not inquire into this matter. Anundjee conducts the business at Kotra through one Gunga Mehta, brother-in-law of Goolabroy, in the same way as he manages that at Rajcote. In like manner he carries on the business at Palitana, and other places, through his agents, but no inquiry is instituted into the matter.

4. Although there is a charge against the Jupteedar Roodurjee, on account of an opium case, still he is permitted to continue in his situation. When he came to Rajcote, he obtained leave of absence for 20 days, from Lieutenant Barr, and went to Joonaghur; about seven months have since elapsed, but he has not yet returned to his office, but continues to draw his full salary. He now manages the business of the treasury of the Joonaghur Nawab in conjunction with the criminal Bhugwanlall, who has been dismissed the service. The Political Agent is well aware of this. In order to settle the boundary dispute of the village of Jhalunsur, talooka Gondul, Munishunkur, nephew of Bhugwanlall was sent on the part of Government; Anundjee and Bhugwanlall appeared on behalf of the Nawab, and Dulubjee came on behalf of the Gondul Durbar. After the dispute had been settled all the parties signed the award, and submitted it to Government with a plan. The Gondul Durbar suffered a great loss by this, as all the parties deceitfully combined together and made the settlement; no inquiry is, however, made into it. There was a person, by name Wilkinson, in the English department; as he resigned the Government service, and entered into that of the thakore of Bhownuggur, the Political Agent made a reference to Government, and on the receipt of its instructions issued a takeed to the thakoor of Bhownuggur not to keep him in his employ. Persons who had formerly been dismissed the Government service on suspicion, and who were afterwards employed by some talookdars and merchants, were caused to be dismissed by the Political Agent as soon as he came to know of their employment. In this manner the Political Agent possesses authority to dismiss Government offenders, or persons of irregular conduct, from the talookdar's service. He, however, does not attend to cases which require his particular attention, but attends to those which do not require it.

5. The following are the particulars of the charges of corruption against Goolabroy and others, which have remained uninquired into for a long time:

1. Meheroojee, the thakore of Gaioredur, gave a bribe of 500 rupees.
2. Kusulsing, a bhayat of Vula, gave a bribe of 2,000 rupees.
3. The geerasias of Mothuk, a village of Talooka Bhagdura, gave a bribe of 500 rupees.
4. Shet Jubur, the late karbharee of Joonaghur, gave a bribe of 9,000 rupees, consisting of jewels (gold), ornaments, pootlees, &c.
5. A bribe was received from Vajsoor, a pupil of Jusdhuna Khanchur.
6. A bribe was received from Chooranee Baee Jetheba.
7. A bribe was received from Chooranee Baee Bajuraj.
8. A share of the profits (arising from the sale of the opium, which the opium farmer of Joonagur was got to smuggle) was received as a bribe.

The above cases remain to be inquired into, and I have some more to bring to notice; but still the above-mentioned persons are continued in their situations. As the cases against them are not yet inquired into, and as they are not removed from their situations, the people are much afraid. I have also, therefore, refrained from bringing the other cases to notice; I am ready to make them known if Government wish me to do so. If the above-mentioned cases be disposed of soon I shall bring the others to the notice of Government.

6. When

Charges of Corruption against Bhugwun Lall and others.

6. When Anundjee Amurchund was entrusted with the management of the Joonaghur state through Government, he passed a writing to the effect that Government should be "bahandar" for his management for three years; that during that period he shall be responsible for any loss which might be occasioned to the Nawab's state, or to the British Government, or for any case of corruption; and that if he should fail to give satisfactory explanation he would submit to any punishment which Government might inflict on him; nevertheless he acted dishonestly in many instances during the above period, and several cases are known to Government. I have got some more cases to bring to notice.

7. I beg to enclose herein the original letter in Bhugwanlall's handwriting, to the address of Amrutlall, brother of Anundjee, which I found on the road. This letter appears to have been written with a view to have matters misrepresented to the Political Agent, and to get the business done by deceit. It will appear from this letter that these people have combined together, and fabricated various things. Having entered the service of the Nawab, and having received thousands of rupees as bribes, Bhugwanlall has made several statements against him. It is stated in the letter that Lieutenant Black should go to inquire into the robbery case, and that he should take Mani, that is, Munishunkur, with him; many other things are stated in it; and, on a consideration thereof, your Lordship in Council will perceive that these people combine together in every case, and practise frauds; when they have their kind sahebs to inquire into cases, or when their relations are the sherastadars, they can practise any fraud they like; when a case is fair it is immaterial who inquires into it.

8. The robbers who murdered Mr. Lock, of the cavalry, are not the persons (who have been seized). If Government will institute a full inquiry the facts will be known. Some mekranees were seized and imprisoned at Porebundur. One of them, who died, had been seized on the fabrications of Anuntjee, who wishes to show off his services to the Political Agent, and to have the interdict against allowing him a chair to sit removed. Several murders have been committed in this country, and, as the Nagurs are concerned therein, no inquiry is made regarding them. As long as an inquiry is not made, and the offenders are not punished, there will be no peace and order in the country. The Jam Saheb lately committed a murder or two in Tulnuggur, but no notice has been taken of the matter; whenever the Political Agent goes, corruption is resorted to, and murders are committed. I therefore pray that the dishonest acts of above-mentioned nugurs may be inquired into, and that they may be dismissed; unless this is done the poor cannot be happy. If Government will not inquire into the above charges of corruption against Goolabroy and others, I have no remedy left to me. The charges have not been preferred by one person alone. If Government will not listen to the complaints, I beg that the complained may be removed to some other zillah; if they remain here they will bear enmity towards the poor, and injure them. Anundjee's men still continue to manage the affairs of the talookas, with which he has been prohibited from interfering, I therefore pray that they may be removed from those talookas. These people manage the affairs of the talookdars, perform the business of the Political Agent's office, and are also entrusted with attachments in the talookas. Why can they not join together and commit frauds? One Ghela Anundraun, who is a vakeel in the Durbar at Rajcote, has got a firm in his name in the bazar, and Anundjee and Goolabroy have shares in it. This firm had to receive a debt from Premchund Bhimjee; as he failed he did not pay the debts he owed to several persons. He had to receive debts from some persons, and mohsuls were therefore issued against them from the Rajcote Durbar, and the money which was thus recovered was received in payment of Anundjee's private claim, and the debt due to the above firm. When these proceedings came to the knowledge of the Political Agent, the Nuggurs, with a view to preventing the matter from being investigated, had a letter presented in the name of the Nawab of Joonagur, to the effect that bills had been given in Bombay in payment of the tribute payable by Joonaghur, but that as they had been dishonoured and returned, he, the Nawab, claimed the amount from Premchund Bhimjee. If the matter be carefully inquired into the frauds will be known.

P. S.—Anundjee receives direct the orders which are issued to the Nawab of Joonagur, and replies to them according to his own wishes. In consequence of this the Nawab's state is subjected to loss. Although there are charges of corruption against Goolabroy, he continues to receive inams and nuzranas through his cousin. It is surprising that no inquiry is instituted into the matter.

(signed) *C. J. Erskine,*
Deputy Secretary to Government.

(True copy.)
(signed) A. Malet, Chief Secretary.

Charges of Corruption against Bhugwun Lall and others.

No. 711.

MINUTE by the Honourable Board.

THE petition should therefore be filed; Major Lang should be requested to keep in abeyance the late order relative to Bhugwanlall, pending the inquiry into the case of bribery now reported.

(signed) *Falkland.*
W. Cotton.
L. R. Reid.
J. P. Willoughby.

24 January 1849.

No. 712.

No. 373 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Right Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 15th instant, No. 9, and to inform you that, under the report therein submitted, the anonymous petition bearing the signature of Kusulsing Umursing, therewith returned, has been directed to be filed.

2. With reference to the employment of Bugwanlall, the late native agent of the Rajcote Agency, by the Nawab of Joonaghur, I am instructed to request that you will keep in abeyance the late order of Government, relative to this individual, pending the inquiry into the case of bribery adverted to in the last paragraph of your letter.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
25 January 1849.

Extract Bombay Political Consultation, 14 November 1849.

Extract, Para. 5, from a Letter from the Honourable the Court of Directors, dated 29 August, No. 240 of 1849.

5. WE regret that the Nuwab of Joonaghur should be so deficient in respectable officers, that Major Lang did not think it expedient to prevent him from giving employment to Bugwunlal, a former servant on the Agency establishment, dismissed for receiving presents from chiefs and others on occasions of his family marriages and other ceremonies. We shall not interfere with the exercise of your discretion in the case as it at present stands; but if the suspicion against Bugwunlal of being implicated in a case of actual bribery should be confirmed, you, of course, will not permit his employment by any chief in the province.

No. 9327.

No. 4759 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Right Honourable the Governor in Council to transmit to you an extract (para. 5) from a despatch from the Honourable the Court of Directors, dated the 29th August last, No. 24, and to inform you that Government

Charges of Corruption against Bhugwun Lall and others.

Government awaits your report on the alleged case of bribery therein alluded to, a further report on which was promised in the 4th paragraph of your letter, dated the 15th Jauary last, No. 9.

I have, &c.
Bombay Castle, 6 November 1849.
(signed) *A. Malet*,
Chief Secretary.

No. 1059.

Extract Bombay Political Consultation, 20 February 1850.

No. 634 of 1850.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Right Honourable the Governor in Council to draw your attention to my letter, dated the 6th November last, No. 4759, calling for your promised report on the case of bribery in which Bhugwanlall, formerly native agent of the Rajcote Agency, was alleged to have been implicated.

I have, &c.
Bombay Castle, 7 February 1850.
(signed) *A. Malet*,
Chief Secretary.

No. 5859.

Extract Bombay Political Consultation, 31 July 1850.

Consultation, No. 86 of 1850.—General, No. 218.

Political Department.

From the Political Agent in Katteewar to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to your letter of the 7th February last, No. 634, I have the honour to inform you, that a visit to Choora will be necessary to enable me properly to investigate the case of asserted bribery therein alluded to; and I fully intended to have gone there when lately in Jhallawar for that purpose, but was prevented by having in the mean time to proceed to Scinde. I must therefore request permission to defer making the report now called for till I can visit Jhallawar next cold season, unless the promised attendance of the young chief's mother at Rajcote at an early date, to endeavour to persuade her mother-in-law to return with her to Choora, should give me an opportunity of finishing the inquiry sooner, which, if possible, I shall of course endeavour to do.

I have, &c.
Katteewar Political Agency, Rajcote, 1 July 1850.
(signed) *W. Lang*,
Political Agent.

(True extract.)
(signed) H. E. Goldsmid,
Secretary to Government.

No. 3559.

Extract Bombay Political Consultation, 16 May 1851.

Consultation, No. 55 of 1851.—General, No. 132.

Political Department.

From the Political Agent in Katteewar to *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay.

Sir,

1. I HAVE the honour to inform you that I lately visited Choora, agreeably to the intention expressed in my letter of the 1st July last, No. 86, in order to complete the investigation of the case therein alluded to. As this has been chiefly conducted by my assistant, Mr. Black, I beg to forward a copy of his report

Charges of Corruption against Bhugwun Lall and others.

report on the subject; from which you will observe, that owing to the thakoor's mother persisting in withholding the Durbar books, which doubtless contain entries which, with the other evidence, would probably suffice for the conviction of the parties concerned, the result of this investigation is altogether unsatisfactory, except in so far as it proves that the whole of the wealth of the Choora Durbar has been squandered away since the late thacoor's death, and much of it clearly by the present young chief's mother.

2. I have repeatedly warned the Baee of the injury she was doing to her son's interests by her continued endeavours to thwart Government in ascertaining what has become of the Durbar property, and I distinctly informed her on the last occasion of her persisting in doing so, that she might rest assured that such conduct would prevent her ever being again entrusted with the management of the affairs of the talooka during her son's minority. I certainly had hoped, from all I heard, that the books would have been given up on my visiting Choora; but as it is now clear that the Baee is quite determined to persevere in the course she has adopted, she has only herself to blame for the result, whatever it may be.

3. As regards the large sum of money which has been made away with on this occasion, I have no doubt that a considerable portion of it was appropriated by the parties who assert that they paid it to others, and by those associated with them on the part of the Durbar; and with regard to the rest, as the evidence, in the absence of the account books, is certainly insufficient to convict any one, it would not be fair to offer an opinion. One of the principal persons concerned in misappropriating this money is a near bhyand of the Durbar; and, as an example to others who may be similarly situated hereafter, it would, I think, be advisable to visit him with some punishment, either by recovering a portion of the amount from his own Giras village, or by prohibiting his being received by any of the officers of this agency, as may be considered best.

4. The younger Baee must, of course, be allowed to retain charge of her children; but I would recommend that the most respectable teacher that can be procured for them in Bombay, for a salary of 50 rupees a month, should be sent up to superintend their education, and see that they are in other respects properly brought up. He ought, I think, to be a native of Guzerat, and one who has received the best vernacular education. With regard to the management of the talooka, I would not allow the younger Baee the slightest degree of interference; and as the restoration of authority to the elder Baee would lead to renewed and incessant bickerings, and the female regencies which have heretofore been so much the rule in Jhallawar are of themselves a serious evil, I would recommend a farm of the talooka to the most trustworthy person I can get to take it at a proper rental, and under supervision of a steady attachment mehta, as an additional protection to the ryots, as the best system of management that can now, under all the circumstances of the case, be adopted.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Katteewar Political Agency,
Camp, Koora, 19 April 1851.

Forwarded to Mr. *H. E. Goldsmid*, with Letter No. 132, Consultation, No. 55, dated 19 April 1851.

From Lieutenant *J. Black*, Third Assistant Political Agent in Katteewar, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I HAVE the honour to submit for your information, a summary of the evidence taken in investigating charges of bribery and corruption against Bhugwanlal Muddonjee, formerly native agent, who is accused of having received the sum of 30,000 Company's rupees, or thereabouts, at different times, from the agents of Baee Jeteeba, the widow of Thakoor Raeesingjee, for his good services after the death of Raeesingjee, when a dispute was going on between her and Baee Rajeeba, the mother of the late Thacoor Raeesingjee, as to whether the management of the talooka should be carried on by the young baee, Jcteeba, or by the old baee, Bajeeba, during the minority of the Koour.

On

Charges of Corruption against Bhugwun Lall and others.

On the 23d and 28th August 1847, a petition was received from Baee Bajeeba, complaining that she had been excluded from the management of the talooka by Baee Jeteeba, through the evil counsel of certain persons, who had done so that they might embezzle the wealth of the Durbar; although the Political Agent had recommended Baee Jateeba to conduct the management with her advice, as she had had experience in such matters, she had been excluded, which she could not understand; and that 83,000 rupees in cash, 40,000 rupees' worth of jewellery, and the revenues of the talooka, had been made away with.

From St. 1900 to 1903.

Immediately on receipt of these petitions, orders were sent to Baee Jeteeba to send in the Durbar accounts of the waeewat, from the time of the death of Raeesingjee to the present time; but great delay took place in sending in the books, and those sent do not appear to be the genuine books for various reasons, among which I may mention a few.

1stly. Up to the year St. 1900, the number of books, and manner in which they were kept, differ from those of the year St. 1900, and subsequent years. 2dly. On examining the books of Bhaeechund Panachund, a sowcar of Choora, certain pages of the Durbar chopra are quoted, which do not correspond with the books now shown. 3dly. An account is found in Bhaeechund Panachund's chopra, opened in 1900, with the fictitious name of Ruttonsee Bhaeechund, which the sowcar states was the name by which the Durbar agents borrowed money, and had transactions to the amount of 22,383 rupees; and although a sum of 200 rupees was received to account from the Durbar, no entry of such payment is found in the Durbar books.

It was very desirable to get these books if possible, and for the purpose of causing them to be sent in, an attachment was imposed, and the investigations were discontinued until such time as a visit could be paid to Choora by an officer of the Political Agency, when there was a hope the Baee might have been induced to give up the books, or give an explanation of the expenditure of the money alleged to have been squandered; but neither means had the desired effect.

The first charge against Bhugwanlal Muddunjee, is of having received, when with Mr. Malet's camp at Joonaghur in St. 1900, (A. D. 1843-44), the sum of 2,500 rupees; and the evidence in this case is that of a Bramin, named Atmaram Jewaram, presently residing in the Jusdhun talooka, and formerly in the confidential employ of Baee Jeteeba as karbaree, who states that about the year St. 1900 (A.D. 1843-44), when the Thakoor Raeesingjee died, a dispute arose between the two Baees, Bajeeba and Jeteeba, about the management; and on Bajeeba's petitioning the Political Agent, Baee Jeteeba sent Jhola Munooba, of the Bhyand village of Meenapoor, to Mr. Malet's camp at Joonaghur, to answer the petition; that Jhala Munooba took with him money; that he afterwards followed him to Joonaghur, and that there Munooba, having beforehand made some understanding with Anutjee Kutchee, the wukeel of Palitana, and various petty grassias, they all three went to Bhugwanlal's house, when Munooba and Anutjee Kutchee took the money, viz., 2,500 rupees, into the house, and gave it to Bhugwanlal, while he remained outside. In the deposition of this witness, given on the 21st September 1847, he states that he carried, along with two or three horsemen, 1,000 rupees in saddle-bags to Joonaghur from Choora, the balance of 1,500 having been previously taken there by Munooba; but afterwards, on the — March 1851, at Choora, he stated that he had taken an order for 2,000 rupees on a sowcar at Gondul, who gave him another for the same amount on Lowa Vela, of Joonaghur, and that Munooba added 500 rupees to this; thus making the amount in all 2,500 rupees. On examining the Durbar books, no entries could be found of this money; but when at Choora lately, Atmaram stated that there was an account which ought to be looked at in Bhaeechund Panachund's books for St. 1900; and one of the partners, Kaloo Kupoor, was accordingly called, and, on being examined, stated that a false account in the name of Ruttunsee had been opened by the Durbar, which he showed; and there an entry was found of 2,000 rupees at the debit of Ruttunsee, by letter of credit on Gondul (no name mentioned), dated Mahawud 30th, St. 1900 (18th February 1844). Baee Jeteeba denies all knowledge of the accounts opened in the name of Ruttunsee Bhaeechund, and of this sum, or any other sum of rupees being given to any of the Political Agent's establishment, and begs that Atmaram and Manickchund, who were her karbarees, may be called on for an account of their management. Jootoo Gandee, the Durbar dufturee, or book-keeper, by whom it appears the accounts were kept, also states that he knows nothing of the matter, and that he wrote whatever Atmaram ordered him, and therefore cannot be held responsible.

In the disposal of this money at Joonaghur, by Atmaram's statement, there were only two others besides himself; viz., Munooba of Munapoor and Anutjee Kutchee, both of whom deny all knowledge of the transaction.

From the discrepancy in the evidence of Atmaram, the only witness as to the manner in which the money was conveyed to Joonaghur, and also the concealment by him of the Durbar account in the name of Ruttunsee, of which he must have been aware, as well as from the want of evidence as to the disposal of the 2,500 rupees at Joonaghur, it will probably be considered that there is not sufficient evidence to convict any of the persons accused by Atmaram in this instance.

Feb. and March 1844.

The second charge is also against Bhugwanlal for having received the sum of 5,000 rupees at Sathee, during the months of Phalgoon or Chuetur of the year St. 1900. Atmaram states this sum of money was brought from Choora on a camel, driven by Malo Rubaree; that the money was taken out of the Durbar treasure; and that he, Jooto Gandee, dufturee of the Choora Durbar; Manickchund Parick, karbaree of Choora; Gael Bhaeejeebhaee, of the

Charges of Corruption against Bhugwun Lall and others.

village of Trewree, and Munooba Jalee, of Minapoor, went to Bhugwanlal's tent, and having called Anutjee Kutchee from the tent, Munooba told him to take the money. Anutjee Kutchee then called Brijlal Muddonjee, the brother of Bhugwunlal, who took the money inside. An order to give the management to Jeteeba, to the exclusion of Bajeeba, having been received by Joota Gandee, the latter went back to Choora. Manickchund states a sum of money, about 5,000 rupees, was brought, and that it was given to Anutjee Kutchee at the tank at Lathee, and that it was for Bhugwanlal, but does not mention Brijlal's name, and thus there is a discrepancy in the evidence. Malo Kheto, the rubaree, deposes to having come from Choora with Atmaram, Joota Gandee and Waljee Bargheer, carrying on his camel a large bundle; and that Atmaram, Joota Gandee, and Waljee always loaded and unloaded the camel, and does not know what the bundle contained. Dewo Rujpoot states that he was with Munooba, Manickchund, and Bhaeejee at Lathee, with the Political Agent's camp, and that Atmaram, Jooto Gandee, Waljee Bareeghur, came from Choora, bringing 5,000 rupees and five bags, and that it was put into the cart which he had charge of, belonging to the Durbar; from thence, they, Jooto Gandee, Mala Waljee, and Atmaram and I, carried each a bag, and we went to Bhugwanlal's tent, accompanied by Munooba Bhaeejee and Manickchund; and that Bhugwunlal's brother, name unknown, and Anutjee Kutchee, received the money in a sack. Anutjee Kutchee and Munooba deny all knowledge of the transaction; and Keteeba, the Baee of Choora, having no accounts to produce, denies having given this money, as is stated to have been given, from the Durbar treasure. There are no books to prove the transaction. Jeteeba further asserts, that on the death of the late thakoor, as Bajeeba remained sometime in the management, she left no money in the Durbar, and that consequently she could not have paid that money. Of this charge there appears to be some probability of truth; although the very open way in which the money was procured, and then brought and paid, is surely remarkable.

About 1844.

St. 1901 Shrawun (about).

On and after Shrawan Shood 2, 1901 (about.)

The third charge is also against Bhugwanlal, who is stated by Atmaram to have received in gold, at Rajcote, after the Political Agent arrived there from Bhownuggur, the value of 5,000 rupees. In this case Atmaram stated that he took five pieces of gold, accompanied by Munooba and Manickchund, to the house of Anutjee Kutchee, who took the gold; and that they all went to the chora near Bhugwanlal's house, where an interview took place with Kahandass Oodeychund, the brother-in-law of Bhugwanlal, who received the money from Anutjee Kutchee, for the purpose of giving it to Bhugwanlal. This account of the manner in which the gold was given differs in some respects from that given by Manickchund, who states that, after going into Anutjee Kutchee's house, and giving the 4½ or 5½ pieces of gold, they arose and went away; and does not mention the name of Kahandass Oodeychund at all. Munooba, who is said to have accompanied them, and Anutjee Kutchee, who is said to have received the money from them, both deny all knowledge of the giving or receiving of the gold in question. On the books of the Durbar being inspected, it was found that a sum of *Rs.* 5,681. 3. had been expended in purchasing gold from Shet Day, a Peetamber; and in this same book was an account of this same gold, showing how it had been disposed of, by making it into ornaments for the daughter of the late Thacoor, on the occasion of her marriage to the Thacoor of Mornee, when *Rs.* 7,000. 12. are accounted for in the goldsmith's accounts. However, it appears on inspection of the books of Baeechund Panachund of Choora, that in

15 April 1844.	St. 1900, Chytru Shood 13th, he paid to Rattunsee - -	*Rs.* 2,011	12	0
19 May 1844.	And again on Jetsood 2d - - - - - - -	5,164	10	0
		Rs. 7,176	6	0

25 and 26 April 1844.

17 May 1844.

This Ruttunsee being the name under which the Durbar accounts were kept for such sums as were used for improper purposes by Atmaram, Manikchund, and Joots Gandee. In the account of Ruttonsee appears a hoondee for 5,000 rupees, dated Wyshak Shood 7 and 8, payable by Durumshee Kanjee, of Rajcote, to the bearer. This hoondee is credited again as returned to the account of Ruttunsee, on Wyshak Wud 30th; and this transaction, not before mentioned by Atmaram or Manickchund, is now accounted for by Atmaram, who states that he presented it to Bhugwunlal, who refused, saying gold was required; that this took place at Bhaonugger, and the gold was paid at Rajcote; and from the books it appears that the gold was paid to the Durbar three days after the hoondee was returned. On questioning Atmaram about the balance of 7,000 rupees, he stated that this sum was paid by Munooba and Anutjee Kutchee to some of our Government servants at Palitana, when Mr. Malet's camp was there, and that it was paid in gold. As Atmaram was not present when it was given, and as he never before mentioned this sum, and as Anutjee Kutchee denies all knowledge of it, it is to be presumed that this is a sum which Atmaram did not think would come to light. There appears no doubt that the sum of 7,000 rupees was received by Atmaram and Manikchund; but whether they disposed of it as shown by them, or have embezzled it, I am humbly of opinion has not been proved.

July 1844.

The fourth charge is also an accusation against Bhugwanlal, of having received 10,000 korees. Atmaram states that, about three months after the gold to 5,000 rupees was given at Rajcote, he and Munooba brought in a cart from Choora the sum of 3,000 Company's rupees, and exchanged them into korees at Rajcote, but does not recollect the shop at which they were exchanged; and that he, Munooba, and Manickchund, went, taking with them the korees, to Anutjee Kutchee's house, and that they gave the korees to Anutjee, who, along with Brijlal, took the korees to Bhugwanlal's house. Manickchund deposes to having gone with Munooba and Atmaram to the house of Brijlal, and there gave 1,000 korees to Anutjee

Kutchee,

Charges of Corruption against Bhugwun Lall and others.

Kutchee, but does not know where the korees were procured. There is, therefore a disparity in the statements of the two principal witnesses here, as to the place where this money was paid; and Munooba denies being present, or knowing anything about the matter; and Anutjee Kutchee denies having received any korees at any time from any of the abovementioned persons. Atmaram states that the Durbar books will show from whom this money was received; but on examination of the Durbar books, no entries of this amount could be found, as the real books of the Durbar were not shown. It appears, in my humble opinion, that however suspicious this case may be, there is not sufficient proof to convict Anutjee Kutchee, Brijlal Muddunjee, or Bhugwanlal Muddunjee.

The fifth charge is against Bhugwanlal, for having received the sum of 3,000 rupees. In this case Atmaram, the only witness, stated that when he and Tacursee Dyasha, who was at Rajcote on Baee Jeteeba's account, were there, Tacursee wrote to the Baee to send him money, and that accordingly 3,000 rupees was borrowed by Dyasha Peetamber, and sent in by horsemen to Rajcote, from the shop of Joojoo of Soeela, but that he does not know the names of the horsemen. On inquiry, an entry is found in Joojoo's books, or an account without date, from 1900 to 1903, of 3045 paid to Jeewoa Mehta, one of the Durbar servants. On again questioning Atmaram, at Choora in March last, he stated that he had no proof, and that he had merely stated what he had heard, and did not know anything about it.

A. D. 1843–44.
1844–45.
1845–46.
1846–47.

The sixth charge is also against Bhugwanlal, of having received the sum of 7,000 rupees, being part of 11,000 rupees expended by Dyasha Peetamber in the Political Agent, Major Lang's, camp, in effecting the removal of the attachment, from December 1846 to February 1847. Atmaram states this on hearsay. Dyasha denies having paid the money, and produces his books, from which it would appear that he gave gold to the Durbar in two instalments, on the 9th Shrawun Wud, 1902, amounting to *Rs.* 7,777. 12½, which appears to be the gold which was used for the marriage of the young Baee to the Thacor of Morvee, as stated by the Durbar, and not on account of the attachment being removed, which did not take place until 1847.

26 August 1845.

With reference to the complaint made by Baee Bajeeba, in general terms, about the treasure of the Durbar being squandered, I beg, in conclusion, to observe that, owing to the concealment of the Durbar books and the absence of evidence, I have been unable to trace any of the money; but I may here mention that Baee Jeteeba, on the other hand, accuses Bajeeba of having made away with the treasure, &c., on the thacor's death, while she was in the Durbar, where she remained some time after his death.

I have, &c.

Gogo, 7 April 1851.

(signed) *J. Black*,
Third Assistant Political Agent.

(True copy.)
(signed) W. Lang, Political Agent.

No. 3560.

Minute by the Right Honourable the Governor, concurred in by the Honourable Messrs. *Blane* and *Bell*.

1. It is very much to be regretted that the non-production of the Durbar books by the younger Bhae has prevented the possibility of obtaining any satisfactory results from the inquiry relative to the expenditure of the money belonging to the Choora treasury.

2. I fully concur with Major Lang, that the younger Bhae should be deprived of the management of the estate, which should be placed under strict attachment until a farm can be arranged with our attachment mehta, stationed to attend to the interest of the ryots.

3. I think that, if it can be clearly proved that any of this money were made away with through the agency of one of the Durbar Byad, he should be made to refund as much as possible; but if this cannot be done, I should think the interdict against his reception by any of the officers of the agency will mark the displeasure of Government sufficiently.

4. Extract first part of para. 4 may be sent to the Board of Education for their report.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

1 May 1851.

Charges of Corruption against Bhugwun Lall and others.

No. 3561.

No. 1994 of 1851.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Major *William Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter No. 55, dated the 19th ultimo, forwarding copy of one from Lieutenant Black, reporting the result of his inquiry into the Choora bribery case.

2. In reply, I am desired to state that it is much to be regretted that the non-production of the Durbar books by the younger Baee, has prevented the possibility of obtaining any satifactory results from the inquiry relative to the expenditure of the money belonging to the Choora treasury.

3. The Right honourable the Governor in Council fully concurs with you, that the younger Baee should be deprived of the management of the estate; and directs that it be placed under strict attachment, until a farm can be arranged under the supervision of an attachment mehta, for the interest of the ryots.

4. Adverting to the third para. of your letter, I am instructed to state that his Lordship in Council is of opinion, that if it can be clearly proved that any of the money were made away with through the agency of one of the Durbar Byad, he should be made to refund as much as possible; but that if this cannot be done, an interdict against his reception by any of the officers of the agency will mark the displeasure of Government.

5. The Board of Education has been addressed on the subject of obtaining a teacher for superintending the education of the young thakoor of Choora and his brother.

I have, &c.

Bombay Castle,
10 May 1851.

(signed) *A. Malet*,
Chief Secretary.

No. 3562.

No. 1995 of 1851.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *M. Stovell*, Esq., Secretary to the Board of Education, Bombay.

Sir,

I AM directed by the Right Honourable the Governor in Council to transmit to you an extract from para. 4 from a letter from the Political Agent in Katteewar, No. 55, dated the 19th ultimo, and to request that you will, under the authority of the Board of Education, be pleased to submit a report on that officer's application for a competent teacher to undertake the education of the Thakoor of Choora and his younger brother.

I have, &c.

Bombay Castle,
10 May 1851.

(signed) *A. Malet*,
Chief Secretary.

No. 4960.

Extract Bombay Political Consultation, 2 July 1851.

No. 382 of 1851.—Political Department.

From *M. Stovell*, Esq., Secretary to the Board of Education, Bombay, to *A. Malet*, Esq., Chief Secretary to Government.

Sir,

IN acknowledging the receipt of your letter No. 1995, dated 10th ultimo, and accompaniment, relative to procuring a competent teacher for the thakoor of Choora and his younger brother, I am directed by the Board of Education to inform you, that as no competent teacher would leave Bombay on so small a

salary

Charges of Corruption against Bhugwun Lall and others.

salary as 50 rupees, reference was made to Mr. Graham, head master, Government English School, at Surat; and I am directed to forward the accompanying copy of a letter from that gentleman, and to recommend the nomination of Dolutram Oottumram as teacher.

I have, &c.
(signed) *M. Stovell,*
Secretary.

Board of Education, Bombay,
14 June 1851.

No. 11 of 1851.

To *M. Stovell,* Esq., Secretary to the Board of Education, Bombay.

Sir,

In acknowledging the receipt of your letter dated 23 May 1851, No. 301 of 1851, I have the honour to inform you that I can with confidence recommend our present school clerk, Dolutram Oottumram, as a person very competent to be entrusted with the management of the education, &c. of the thakoor of Choora. He is a respectable Nagur Brahmin, verging on his 23d year, and has received a tolerably extensive education in the English school here. He is, besides a very intelligent young man, of close industrious habits, and, so far as I have seen, remarkably well-conducted.

I have, &c.
(signed) *James Graham,*
Head Master Gov^{t} English School.

Surat, 6 June 1851.

(True copy.)
(signed) M. Stovell, Secretary.

No. 4961.

Minute by the Honourable Mr. *Blane,* concurred in by the Honourable Mr. *Bell.*

Copy to be sent to the Political Agent, Katteewar, with reference to para. 4 of his letter, dated 19 April last, for his opinion whether he considers this person suitable for the charge of the young chief of Choora and his younger brother.

(signed) *D. A. Blane.*
A. Bell.

20 June 1851.

No. 4962.

No. 2748 of 1851.—Political Department.

From *A. Malet,* Esq., Chief Secretary to the Government of Bombay, to Major *W. Lang,* Political Agent in Katteewar.

Sir,

With reference to the 4th para. of your letter No. 55, dated the 19th April last, I am directed by the Right honourable the Governor in Council to transmit to you copy of a letter from the Secretary to the Board of Education, No. 382, dated the 14th instant, with its enclosure, and to request that you will be pleased to submit your opinion, whether you consider the person therein alluded to suited for the charge of the young chief of Choora and his younger brother.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle,
27 June 1851.

(True extract.)
(signed) A. Malet, Chief Secretary.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Entries in the Wudwun Accounts of the Names of Thirteen Persons on the Kattywar Political Agency Establishment, as having received Money from the Wudwun Durbar.

EXTRACT Political Letter from Bombay, dated 25th April (No. 27) 1844.

Kattywar.

Para. 119. DURING the examination which Mr. Malet made of the accounts of this estate,* he discovered that, in many instances, large sums of money had been entered as having been given to persons in Government employ, and in other instances the names of the parties to whom sums of money had been paid, had been altogether omitted. In bringing this circumstance to the notice of Government, Mr. Malet recommended that these charges should not be admitted in the accounts, but that the Regent Baee should be held answerable for them, with an intimation that she was at liberty to adopt measures for the recovery of the amounts from the persons they are alleged to have been paid.

* Wudwun.

120. In reply, we have directed Mr. Malet to submit to Government extracts from the accounts referring to the items which have been entered as bribes alleged to have been given to persons in the employment of Government, and to call upon the Regent Baee and the karbaree of Wudwun to furnish all the information in their power, in regard to these transactions, to enable Government to determine what measures should be adopted in each case.

EXTRACT Political Letter from Bombay; dated 20th May (No. 76) 1846.

Para. 17. IN the 119th para. of our despatch, dated the 25th April, No. 27 of 1844, we informed your Honourable Court, that during an examination which Mr. Malet made into the accounts of this estate,† in the early part of the year 1843, he had discovered that, in many instances, large sums of money had been entered as having been given by the Wudwun Durbar to persons in Government employ, and other individuals; and that in other instances the names of the parties to whom it was alleged sums of money had been paid, had been altogether omitted. In bringing this circumstance to the notice of Government, Mr. Malet recommended that these charges should not be admitted in the accounts, but that the Regent Baee should be held answerable for them, with an intimation that she was at liberty to adopt measures for the recovery of the amounts from the persons to whom they are alleged to have been paid. In reply, we directed Mr. Malet to submit to Government extracts from these accounts, referring to the items entered as presents alleged to have been given to persons in the employment of Government, and to call upon the Regent Baee and the karbarree of Wudwan to furnish all the information in their power, in regard to these transactions, to enable Government to determine what measures should be adopted in each case.

† Wudwun.

18. We now beg to forward three reports from Mr. Malet, dated the 16th December 1844, 20th February 1845, and 15th January 1846, containing the above, and all further information he has been enabled to obtain on the above subject. From these reports your Honourable Court will observe, that the various sums entered in these accounts as having been given as presents to natives in the employment of Government, and to other individuals, amounted in the aggregate to *Rs.* 27,991. 8. 6. These presents extended over a period of nine years, commencing with A.D. 1833. The names of 13 persons connected with the establishment of the Political Agent were entered in these accounts as having, with other parties, participated in these presents. At the date, however, of Mr. Malet's reports, five‡ only of these 13 persons, whose names are mentioned in the margin, were still in the employment of Government; and another, Chotum

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‡ 1. Roodujee sequestration mehta at Kuntorea. 2. Soobhan Sing, jemadar of police (horse). 3. Munsharam, jemadar of peons employed at Wudwan. 4 and 5. Mahdooraee and Jetojee, occasionally employed as attachment mehtas, &c. 6. Chotum Lall Bappoo Bhaee, Government pensioner.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Chotum Lall Bappoo Bhaee, has lately, with the permission of your Honourable Court, been permitted to retire from Government employment, on a pension. The other seven individuals are either dead, or have been discharged from the service of Government.

19. Mr. Malet called upon each of the six individuals above alluded to to explain the circumstances under which they had received from the Wudwan Durbar the sums entered opposite their respective names, Numbers 1, 4, and 6; whose names are entered as having, between them, received the sum of 1,200 rupees and a buffaloe, denied all knowledge of the transactions to which these entries professed to bear reference, or that they had received any presents whatever from the Wudwan Durbar; which, on a reference, corroborated the statements of these parties, and attributed the entry of these amounts to fraud on the part of a mehta attached to the Durbar, named Dya.

20. Soobham Sing, whose name is entered Number 2, in the statement in the margin of the preceding paragraph, declared that a sum of 80 rupees entered as having been given to him as a present, had not been received by him as such, but was the price of a horse purchased by the Chief of Wudwan, for the payment of which he had become security. This explanation also was corroborated by the Wudwan Durbar.

21. The Jemadar Munsharam, Number 3, stated that his son was in the employment of the Wudwan Durbar, and that some of the amounts entered in the name of the father had been received by the son. In regard to three remaining entries, Munsheram stated that one (of 40 rupees) was the price of a sword he had sold to the Chief of Wudwan, that another (of 60 rupees) was the value of an exchange present received by his wife, on the occasion of her paying a visit to the Regent Baee, and that the other (50 rupees) was for food provided by order of the Baee to some Brahmins on the occasion of the Durbar and other ladies coming to his (Munsharam's) house to perform some religious ceremony. The Wudwan Durbar, on being referred to, deposed to the above statement being correct.

22. The other individual, Jetojee, whose name was entered in the Durbar account as having received presents amounting to 165 rupees, stated that 100 rupees of the amount was a loan which he had obtained from the son of the Wudwan minister, and had afterwards repaid; that a charge of 15 rupees which he was to have paid as interest on this loan, and which formed one of the entries in the Durbar accounts, had been remitted on his paying back the principal, and that the remaining item (50 rupees) was a bet he had won from the Durbar, but of which amount he stated he had not received payment. This statement was corroborated on reference to the Wudwan Durbar.

23. In reply we informed Mr. Malet, that we did not consider the above explanations to be altogether satisfactory, but that we were not aware that we could adopt any further measures, except in the case of the Jemadar Munsharam, Number 3. This person, whose son has taken employment in the service of the Wudwan Durbar, is stationed at that place on the part of the British Government, to control in some degree, and to watch the proceedings of that Durbar. We observed to Mr. Malet, that there is no moral wrong in the son being so employed, and in his receiving presents and emoluments as the other servants of the Wudwan estate, while the father is so stationed at that Durbar on the part of the British Government, but that the father cannot, under these circumstances, satisfactorily fulfil the duty with which he is entrusted, since but little confidence can be placed in a person whose interests might, in this state of things, be so readily opposed to his duty. If, therefore, the son should be desirous of remaining in the service of the Wudwan state, we directed that the duty of attending that Durbar on the part of the British Government should be entrusted to some other person than Munsharam (the father); but that, if on the other hand, the father should prefer continuing in his present employment, the son be required to resign his situation under the Wudwan Durbar.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Kattywar.

EXTRACT Political Letter to Bombay, dated 30 September (No. 26) 1846.

Para. 7. You have now forwarded to us the result of the inquiry which you had ordered respecting the entries which had been discovered in the Wudwun accounts, of various sums given in presents to persons in the service of Government. The names of 13 persons on the Political Agent's establishment were implicated in the alleged transactions; seven of these were either dead, or had been discharged from employment, five were still in your service, either as attachment mehtas or as police jemadars, and the thirteenth was Chotum Loll, lately permitted to retire on a pension. Being called on for an explanation, some denied the transactions *in toto*; others furnished such versions of them, as, if admitted, would show that there had been no corruption, though there had been pecuniary transactions. The explanations were confirmed by the Durbar, although it had itself furnished others totally different. The denials of those who had disclaimed the transactions altogether were also acquiesced in by the Durbar, which accounted for the entries as originating in fraud on the part of one of its own mehtas.

8. We are aware that money is often obtained from native chiefs on the false pretence of its being required to bribe our servants, native, or even Europeans, and we think it very probable that the entries asserted to be fraudulent, were really so; still we cannot regard the case as satisfactorily cleared up, and we must enjoin that the conduct of such of the persons named in the accounts as are still in our service, be carefully watched. We are surprised, too, that you should have passed over, without comment, the questionable character of the transactions acknowledged by several of those persons.

No. 62.

Extract Bombay Political Consultation, dated 21 February 1844.

EXTRACT Letter from the Political Agent in Katteewar, to Secretary Government, Bombay; dated 19th May 1843.

6. THE second column of inadmissible sums is made up of items in the last degree objectionable. In many places large sums are entered as given to persons in Government employ; in others names are omitted, but the places and dates can but lead to the same conclusion. I do not consider that the entry of a name in such chopras is any proof whatever of a bribe paid to the person named. The general character of the karbarrees of the chiefs of this country would induce me to suppose that at least a large portion of the sums thus entered had found its way into their hands; still the entry may be true, but the excessive inconvenience of trials on such accounts, not followed by conviction, and the difficulty of judicial proof, which it is the interest of all parties to destroy, is so great that I cannot recommend an inquiry; I therefore wish that the sums thus paid be not admitted on the accounts of the estate, and the Bhaee being made answerable for their expenditure, be informed that she may recover them from the persons to whom they have been paid; this course will, where proof is possible, and she is willing to bring it forward, either obtain restitution of the money or offers to us of the proofs, which against her wish we have no probability of obtaining.

No. 914.

Extract Bombay Political Consultations, dated 21 February 1844.

EXTRACT Minute by the Governor subscribed to by the Board; dated 5 January 1844.

11. WITH reference to the second column of inadmissible items, Mr. Malet states, that in many instances large sums of money are entered as having been given to persons in Government employ, that in other instances, the names of the parties to whom sums of money have been paid are omitted, but Mr. Malet at the same time observes, that he does not consider that the mere entry of a name

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

name in such chopras is any proof whatever of a bribe having been paid to the person whose name is inserted in the accounts, and that the general character of the karbarees of the chiefs in Kattewar would induce him to suppose, that at least a large portion of the sums thus entered has found its way into their hands; should however, these entries be true, Mr. Malet observes that the excessive inconvenience of bringing individuals to trial on charges of this nature, where conviction cannot be ensured, and the difficulty of judicial proof, which it is the interest of all parties to destroy, is so great, that he cannot recommend any inquiry being instituted into this point. Mr. Malet therefore proposes that the sums thus entered in the accounts be not admitted; that the Regent Baee be made answerable for their expenditure, with an intimation that she is at liberty to adopt measures for the recovery of the amounts from the persons to whom they are alleged to have been paid. The adoption of this course, Mr. Malet observes, where proof is possible and the Regent Baee is willing to bring it forward. will either obtain restitution of the money or offers from her of proofs of its payment.

12. Mr. Malet should have submitted extracts from the chopras above alluded to, referring to the several items entered as bribes given to persons in the employment of Government, and he should also have require the Regent Baee and the karbaree of Wudwan to furnish all the information in their power in regard to these transactions, in order that Government might be enabled to determine what measure should be adopted in this case. Mr. Malet should now be called upon to supply this omission.

Extract Bombay Political Consultation, 12 February 1845.

No. 1523.

No. 146 of 1844.

From the Political Agent in Kattywar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 511, 15th of February last, relative to the state of affairs of Wudwan.

2. With reference to the 5th para. I enclose a translation of the entries extracted by me from the Wudwan accounts, as also of the explanation furnished by the Regent Bhaee Bhareraj. The item 52,000 rupees, which does not appear in my extracts from the chopras, was not entered in the accounts, but as I was aware that the money was taken up and entered in the accounts of Premchund Hemchund and Bheenea Bharot, I considered it proper to require an explanation of it, as well as of the others.

3. In reply to the 6th para. I beg to state that, deducting the inadmissible items and interest, I reckoned that the total correct debt against the talooka would amount to *Rs.* 44,522. 10, that part, beyond this amount of the sum of 92,000 rupees due to Premchund Hemchund, being made up from the inadmissible items, and therefore considered by me as not properly involving the talooka.

4. I have dismissed Babajee Krishna, replacing him by Mehta Nuthoojee Megjee, a man who has been employed in the sequestrations for ten years with credit.

5. The measures directed in your letter, No. 3442, of the 18th December 1841, could not be carried out, the thacoor from sickness and disinclination not repairing to Rajcote; I hardly think that his visit to the Political Agent would have been productive of any beneficial effect, his habits of taking intoxicating drugs having been too long confirmed to be broken.

6. The warning directed in Mr. Chief Secretary Reid's letter, No. 1348, June 13th 1843, was duly conveyed to the Bhaee Bhaeeraj, and I do not fear any practice on her part against the chief's life, but his habits cannot be controlled even by her, and it appears to me, that in any measure Government may think fit to direct towards Wudwan, the confirmed imbecility of the thacoor may be assumed.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

7. With reference to the directions in the 3d para. to expunge certain items from the accounts, I am at a loss how to act on them; unless the talooka is strictly sequestrated, the bankers will require the payment of their instalments, and stoppages for the Bhaee's Nembook, while she retains the power, would lead to no beneficial result; unless therefore sequestration is ordered, which I do not anticipate, I think matters must proceed as at present.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Kattywar Political Agency,
Rajcote, 16 Dec. 1844.

Enclosure No. 1, to Government Letter, No. 146, dated 16 December 1844.

Extract from the Wudwan Chopras.

			Rs.	*a.*	*p.*
	1890, leaf 97.	To various persons - - - - - - -	5,500	-	-
	„ „ „	Ditto - - - - - - - - - -	700	-	-
	„ „ „	Ditto - - - - - - - - - -	3,230	9	3
1	„ „ 106.	To Gopalraee - - - - - - - - -	200	-	-
2	„ „ 111.	To Mehta Parbashunker - - - - - -	50	-	-
3	„ „ 122.	To Shewkram Bhuwarnee Shunkur - - -	300	-	-
	„ „ 124.	In Bombay - - - - - - - - -	5,000	-	-
4	„ „ 137.	A buffaloe to Chotumlal - - - - - -	37	-	-
5	„ „ 149.	To Suntookram - - - - - - - -	150	-	-
6	„ „ „	To Wujeeram - - - - - - - - -	20	-	-
	„ „ „	To servants - - - - - - - - -	20	-	-
7	„ „ 196.	Bhwanee Sing Soobadar - - - - - -	40	-	-
	„ „ „	To Mohobut Khan - - - - - - - -	5	-	-
		Rs.	15,252	9	3
	1891, leaf 323.	To Mohobut Khan - - - - - - -	5	-	-
	„ „ „	To men who went with Chotumlal - - -	20	-	-
8	„ „ 362.	To Hurrebhaee - - - - - - - - -	25	-	-
	„ „ „	To peon - - - - - - - - - -	5	8	-
	„ „ „	For cart - - - - - - - - - -	5	-	-
		Rs.	60	8	-
	1892, leaf 479.	To Mehta Shewkram - - - - - -	250	-	-
	„ „ „	- - - - - - - - - - - - -	50	-	-
	„ „ „	- - - - - - - - - - - - -	50	-	-
	„ „ 494.	To peon Mohobut Khan - - - - -	40	-	-
	„ „ 501.	To the daughter of Chotumlal on her marriage -	600	-	-
9	„ „ 512.	To Mahadoorao - - - - - - -	500	-	-
	„ „ „	To Gopalraee - - - - - - - -	100	-	-
		Rs.	1,590	-	-
	1894, leaf 211.	On arrangement with Munt Wulumgur, through Shah Sugal and Wor Jussa, presents - -	509	-	-
	„ „ 280.	To Bhaee Shree Bhaeeba - - - - -	36	-	-
		Rs.	545	-	-
	1895, leaf 442.	By the hands of Dosa and Hurjee - - -	500	-	-
	„ „ 519.	By the intervention of Raujee Anundjee at Rajcote, 15,287 korees, 2 rupees - - - - - -	4,418	8	-
		Rs.	4,918	8	-

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Extract from the Wundwan Chopras—*continued.*

			Rs.	*a.*	*p.*
	1896, leaf 566.	To the Bhaee Shree - - - - - - -	200	–	–
	„ „ 581.	To the Bhaee Shree, for Bheema Bharot - -	100	–	–
	„ „ 569.	By the Bhaee Shree - - - - - - -	550	–	–
	„ „ 612.	To the son of Jemadar Muncharam - - -	30	–	–
	„ „ 643.	To the wife of Jemadar Munsharam - - -	60	–	–
10	„ „ „	To Babajee - - - - - - - - -	100	–	–
	„ „ 661.	To Babajee - - - - - - - - -	150	–	–
	„ „ 740.	By the hands of Muneear Hurjee, out of a sum of *Rs.* 787. 10. 6. - - - - - - -	500	–	–
	„ „ „	To the Bhae, out of a sum of *Rs.* 602. 5., for a gold chain - - - - - - - - -	255	3	–
		Rs.	1,945	3	–
	1897, leaf 20.	To Babajee, by the hand of the Bhaee Shree -	500	–	–
	„ „ 94.	To Wora Jusraj Gela - - - - - -	100	–	–
	„ „ 99.	As presents on grand occasions to Babajee's son -	100	–	–
11	„ „ 124.	Out of an item of 140 to Mehta Jetsojee - -	115	–	–
	„ „ 127.	Boundary expenses - - - - - - -	121	–	–
12	„ „ 131.	By the hands of Bhaee Shree - - - -	100	–	–
	„ „ „	To Soobhan Sing, for clothes - - - -	15	8	–
	„ „ 147.	To Junadar Muncheram, on account of Chutsoordussa - - - - - - - - -	50	–	–
	„ „ 225.	For a horse to Jemadar Soobhausing - - -	80	–	–
	„ „ „	By the hands of Bhaee Shree - - - - -	45	–	–
	„ „ „	To Jemadar Muncharam - - - - - -	40	–	–
	„ „ 227.	By the intervention of Bhanshunkur - - -	257	4	3
		Rs.	1,523	12	3
	1898, leaf 261.	To Mehta Jethoojee - - - - - - -	50	–	–
	„ „ 264.	To Sugal - - - - - - - - -	500	–	–
	„ „ 282.	To (a name written so that it may be read either) Roodurjee or Roopjee - - - - - -	100	–	–
	„ „ „	As No. 282 - - - - - - - - -	100	–	–
	„ „ 327.	By the hand of Bhaee Shree - - - -	200	–	–
	„ „ 327.	To Jemadar Muneharam's son on his marriage -	200	–	–
	„ „ 333.	By the hand of Bhaee Shree - - - -	250	–	–
	„ „ 363.	To Mehta Mahadoorae Soobadar of Wuswantee -	200	–	–
	„ „ 401.	From an item of *Rs.* 2,047. 3. to the chief person (Mookhee) - - - - - - - - -	501	–	–
	„ „ „	About Wora Dose - - - - - - - -	400	–	–
13	„ „ 401.	To Roodurjee - - - - - - - -	200	–	–
		Rs.	2,701	–	–

Persons connected with the Political Agent's Establishment whose names are in the Wudwan Records as receiving Presents.

1. Gopalraee, at that time tubtee karkoon on the Political Agent's establishment.
2. Purbasshunkur, subordinate to Gopalraee.
3. Shewkram Bhuwarneeshunkur, then head tubtee karkoon in Wudwan.
4. Chotumlal, then native agent.
5. Suntookram, a karkoon, then on the Political Agent's establishment.
6. Wujeeram, then subordinate to No. 5.
7. Mohobut Khan, a peon, then on the Political Agent's establishment.
8. Hurreebhaee, then opium karkoon on the Political Agent's establishment.
9. Mahadooree, then second karkoon on the Political establishment.
10. Babajee, then karkoon of the Political Agency at Wudwan.
11. Jetoojee, the tubteedar of Moonjpoor.
12. Soobhansing, jemadar of police horse.
13. Roodurjee, tubteedar of Kuntarees.

(signed) *A. Malet,* Political Agent.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Enclosure No. 2, to Government Letter, No. 146, dated 16 December 1844.

TRANSLATION of a Letter from the Regent *Baee Bhaeeraj*, of Midwan, to *A. Malet*, Esq., Political Agent in Kattywar, dated 31 July 1844.

A. C.

YOU have written for an answer to your former letter, enclosing a list of monies paid Government servants, &c., named, demanding on what account these sums were paid, and requiring the proofs thereof. But on inspecting the books with regard to this matter, several items were properly disbursed, therefore it is unnecessary to bring proofs of these, because they are not of a like character. Those persons to whom payments were made, were probably paid in cash; and you will learn, from a separate list herewith sent, the particulars on what account they were paid.

The item of 52,000 rupees, in St. 1890, (A.D. 1833–34), which you have observed is not set down as disbursed (in the accounts of the talooka at the time). When I returned home from Drangdia, I took up money from Wukutchund Kooshalchund, on my private account, to pay the Seebundy, &c.; and I paid back to the said bankers 40,000 rupees, 20,000 in hoondees, and 20,000 in cash, the account of which is inclosed herewith; and the further sum of 12,000 rupees I paid on account of money taken up and disbursed through the mehta, Hurjeewun, for things purchased on the occasions of the marriages of the chief, Rajshungee, and his sister, and for Sebundee expenses, occasioned by the family quarrel. So it was given out by the said Mehta at the time, but on searching the records, no account of the particulars was found; the keeper of the records was again ordered to search thoroughly and find it out, but his search is unsuccessful. The delay that has occurred in replying to your letter has been caused by the search to ascertain in what way the account was written at the time. The horseman messenger, who conveyed your letter, is now very importunate for an answer; therefore, as the accounts are found in the Durbar's books, so they are sent.

(True translation.)

(signed) *Henry Aston*,
Assistant Political Agent.

Information furnished in compliance with the Political Agent's Orders.

		Rs.	a.	p.	Rs.	a.	p.
Sumvut 1890 (A.D. 1833.)	In folio 57, is an item of 7,362 rupees; of this, 5,500 was paid to the Baee in cash, and sent to Duwarkanath Dhapoornath and Beehurjee, by her, in fulfilment of a vow, on her return from Drangadia to Wudwan				5,500	-	-
	In folio 97, is an item of *Rs.* 26,589. 9. 3.; of this, 700 rupees was given in small sums to various people on account of the dearth				700	-	-
	Also out of the same item of *Rs.* 26,589. 9. 3, the sum of *Rs.* 3,230. 9. 3., as follows:						
	For various small purchases of grass, through Shah Khooshal; namely	12	12	-			
		19	3	-			
		8	8	-			
		38	8	-			
		31	-	-			
		39	12	-			
		154	8	-			
		22	8	-			
		54	8	-			
		31	-	-			
		23	-	-			
		114	-	-			
		50	-	-			
		17	-	-			
		64	8	-			
		78	12	-			
		73	4	-			
		6	8	-			
		77	-	-	915	11	-

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Information furnished in compliance with the Political Agent's Orders—*continued.*

		Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
Sumvut 1890 A. D. 1833.	For opium	63	8	–			
	,,	8	8	–			
	,,	46	6	12			
	,,	28	–	–			
	,,	37	–	–			
	,,	7	–	–			
					184	3	–
	For funeral expenses of the Thala Mudar Sing	265	14	–			
		332	–	–			
					597	14	–
	For cotton seeds for the cattle	165	8	–			
		143	–	–			
					308	8	–
	To 10 Brahmins sent to make offerings at Beehrajee				152	–	–
	For nine women's garments (puttolee), at the marriage of the chief's sister, through Hukumchund Boolakee				86	2	–
	For expenses of sending Kachur Rama and others to Baroda, on the occasion of the death of Yaroo Bahaee				175	8	–
	For red cloth procured from Ahmedabad, through Hukumchund				140	8	–
	For a pair of shawls procured from Ahmedabad for the chief				333	4	–
	For sundry trifling sums for supplies through the Banyan, and for milk, &c.				336	15	3
	In folio 106 is an item of money for a dress to Gopalraee, according to custom				200	–	–
	In folio 122 is an item to the Mehta Shewukram for Sipahee's pay, and his subsistence in the villages, and for a dress				300	–	–
	In folio 111 is an item for a dress, according to custom, to Purbha Sunkur, who was journeying from Rajcote to Ahmedabad				50	–	–
	In folio 124 is an item for 6,700 rupees; of this 5,000 rupees on the Bombay account for Joshee Gudadhur and the Mehta Ruhanjee were sent to Bombay, and the money was probably on account of things procured through them				5,000	–	–
	In folio 137 is an item for a buffaloe sent to Rajcote. The buffaloe was returned, but the amount is set down amongst the general disbursements				37	–	–
	In folio 149 is an item of 190 rupees for dresses, because Suntokram's father and brother were in the service of the Durbar, namely:—	*Rs.*	*a.*	*p.*			
	To Suntokram	150	–	–			
	To Bujeram	20	–	–			
	To his (Suntokram's) servants	20	–	–			
					190	–	–
	In folio 196 is an item of 40 rupees for a dress to Soobedar Bhowanee Sing, because there was friendship between him and the Durbar, in consequence of which the Subedar had (previously) given a pistol to the Koowur				40	–	–
	To Mohubut Khan, who came to Wudwan on his way from Rajcote to his home				5	–	–
	Total for Sumvut 1890 (A. D. 1833-34)				15,252	9	3
Sumvut 1891 (A. D. 1834-5.)	In folio 323 is an item of 5 rupees to Moohubut Khan, because he presented the Jhala Jotheejee with two knives				5	–	–
	In folio 347 is an item of 20 rupees for the road expenses of the horsemen, Jeeweedas and others, sent with the wife of Chotumlall; he was a horseman of the Durbar's, and therefore his road expenses were paid				20	–	–

(*continued*)

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Information furnished in compliance with the Political Agent's Orders—*continued.*

		Rs. a. p.	*Rs. a. p.*
Sumvut 1891 (A. D. 1834-5.)	In folio 362 is an item of *Rs.* 35. 8. made up of the following, namely:—		
	To money for a dress to the Mehta Hurreebhaee	25 - -	
	To sweetmeat money to peon	5 8 -	
	To expenses of pressed carts that went to Moolee, and two horsemen sent with them	5 - -	35 8 -
	Total for Sumvut 1891 (A. D. 1834-35)		60 8 -
Sumvut 1892 (A. D. 1835-6.)	In folio 479 is an item of 350 rupees made up of payments to the Mehta Shewkram, as follows:—		
	To paid on the occasion of the marriage of Mehta Dulputram (the son of Shewkram)	250 - -	
	To paid for a turban on the occasion of his (Shewkram's) mother	50 - -	
	Memo. The above 300 rupees was given to him as being in my service, according to the custom.		
	To paid Shewuhkram for two bullocks purchased of him	50 - -	350 - -
	In folio 494 is an item of 40 rupees paid to the peon Moohubut Khan, on account of his services after he had been dismissed from the Political Agent's establishment		40 - -
	In folio 501 is an item of 600 rupees sent to Chotumlall, the native agent, on the occasion of his daughter's marriage, because, on the occasion of the marriages of the Koowar and his sister, money and dresses were sent by Chotumlall, and it was proper, according to custom, to send presents, which was done		600 - -
	In folio 512 is an item of 500 rupees paid in Sumvut 1894 (A. D. 1837-38) to the Mehta Madooraee, and admitted by him before Captain Jacob at Limree, when confronted with the Khuwas Mehta; this item is proved		500 - -
	To Gopalree (brother of Chotumlall's wife), on the occasion of his daughter's marriage		100 - -
	Total for the year Sumvut 1892 (A. D. 1835-36)		1,590 - -
Sumvut 1893 (A. D. 1836-7.)			
Sumvut 1894 (A. D. 1837-8.)	In folio 211 is an item of 509 rupees paid in the matter of the dispute of the Durbar with the Munt Wulumghur, about the property of the Munt Jhalumghur to the Munt's people, in consequence of his having come to terms, and made it up with the Durbar, as follows:—		
	To the Sugal Mona	359 - -	
	To Jusraj Wora	150 - -	509 - -
	Memo. Both according to custom.		
	In folio 220 is an item, paid on account of expenses of a journey of the lady Pueebha (step-mother of the chief) to Moorvee, Wankaneer, &c.		36 - -
	Total for Sumvut 1894 (A. D. 1837-38)		545 - -

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Information furnished in compliance with the Political Agent's Orders—*continued.*

		Rs.	*a.*	*p.*
Sumvut 1895 (A. D. 1838-9.)	In folio 442 is an item of 500 rupees paid to the Mehtas Doza and Hurjee, for things procured through them; but particulars are not detailed in the chopra - -	500	–	–
	In folio 519 is an item of *Rs.* 4,418. 18. 8, made up of sundry trifling expenses for subsistence, and paid to the dealer Turudee Kanjee, during the three months that Jand, the chief, remained at Rajcote, before Mr. Erskine; *Ks.* 15,287. 2, equal to - - - -	4,418	8	–
	Total for Sumvut 1895 (A. D. 1838-39) - - -	4,918	8	–
Sumvut 1896 (A.D. 1839-40.)	*Rs.* *a.* *p.* In folio 565 - - - - - - - 200 – – In folio 581 - - - - - - - 100 – – In folio 569 - - - - - - - 550 – –	850	–	–
	The above three items, amounting to 850 rupees, are set down as paid to the lady (Baeeraj). The explanation is, that in that year the young chief being very ill, this money was expended in sending offerings to the temples at Dwarka, Beehrajeo, and Umbawa.			
	In folio 661, 150 rupees, and in folio 643, 100 rupees: total, 250 rupees, paid to Babajee (the Political Agent's mehta) set down as disbursed, but it was regularly credited by him in his salary account as usual - -	250	–	–
	In folio 612 is an item for a dress for the son of Jemadar Munsharam (of the Political Agent's establishment) on the occasion of taking him into service - -	30	–	–
	In folio 643 is an item, 60 rupees for a dress to the Jemadar Musharam's wife, on the occasion of her sojourn as a guest (when travelling through) - -	60	–	–
	In folio 704 is an item of *Rs.* 787. 10. 6, paid through Muneeae Hurjee, 500 rupees of which he received on pretence of paying it to Eshwuntraee for the proper settlement he had effected in the matter of dispute about an allowance for the bad year, &c. of the expired lease of the villages of Kholeedeeadad and Bapodra, but which sum of 500 rupees he himself kept, and for which he was discharged - - - - -	500	–	–
	In folio 740 is an item of *Rs.* 602. 5, out of which *Rs.* 255. 3 was paid to the lady (Baeeraj) for the purchase of a golden chain for the young chief - -	255	3	–
	Total for St. 1896, A. D. 1839-40 - - -	1,945	3	–
Sr. 1897. (A. D. 1840)	In folio 20 is an item of 500 rupees set down as paid to Babajee by the lady (Baeeraj). This was paid to be presented in charity at the temple of Rumeesaneea Mahadeo, but through the bookkeeper's neglect the full particulars were not written - - - -	500	–	–
	In folio 94 is an item paid for a dress to Jussa Wora, on account of his advantageous agency in all the affairs of the Durbar - - - - - - - - -	100	–	–
	In folio 124 is an item, 115 rupees paid to the Mehta Jetoojee. This was an account of his pay, and is inserted in his pay account - - - - - -	115	–	–
	In folio 127 is an item of 121 rupees, made up as follows:— For two gold rings, weighing five tolas, paid to a wounded Jemadar on the occasion of his recovery - 85 – – For turbans to the above-mentioned Jemadar and two other persons - - - - 36 – –	121	–	–

(*continued*)

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Information furnished in compliance with the Political Agent's Orders—*continued.*

					Rs.	*a.*	*p.*
St. 1897 (A. D. 1840.)	In folio 131 is an item, *Rs.* 115. 8, made up as follows:						
	To the lady (Baeeraj) for payment to the servant of the Jarejah, wife of the young chief who gave information of her purposed treachery towards the young chief, and afterwards joining the Goel wife	100	–	–			
	For a piece of woollen cloth purchased from Jemadar Sooban Sing	15	8	–			
					115	8	–
	In folio 147 is an item, paid Jemadar Mushareem on the occasion of his celebration of a particular festival (Anunt Chutoordushee). Because he entertained (fed) the Durbar, therefore it was paid to him, as is customary				50	–	–
	In folio 225 is an item, 165 rupees, made up as follows:						
	For a horse of Jemadar Soobhan Sing purchased from him	80	–	–			
	For trifling sums paid by the lady (Beeraj), of which particulars are not stated	45	–	–			
	A sword was given to the chief by Jemadar Munsharam, who refused money for it, and would not state its price, therefore a present for a dress was given to him	40	–	–			
					165	–	–
	In folio 227 is an item, *Rs.* 257. 4. 3 for expenses of the Mehta Bhan Shunkur on the occasion of his going to Veerungaum, as follows:						
	For a pair of silver anklets, purchased to be kept in the Durbar	200	–	–			
	For trifling sundry expenses	57	4	3			
					257	4	3
	In folio 99 is an item, 100 rupees paid, as is customary, to Babajee on the occasion of the investiture of his son with the sacred string, when he entertained (fed) the Durbar, &c.				100	–	–
	Total for St. 1897, (A. D. 1840-41)				1,523	12	3
St. 1898 (A. D. 1841-42)	In folio 261 is an item, 50 rupees for a dress to the Mehta Jethoojee, on the occasion of his leaving when (the attachment was) removed						
	In folio 264 is an item, 500 rupees to Sha Sugal Mona. The explanation is, that the fixed sum, according to the decision of the Punchayet, being paid, and the quarrel made up in the affair of the villages of Khobedeead and Bapooda, a dress was given to Sugal Mona (the agent of the opposite party), and he also, indeed, made presents to the khowas Madha and others, as is customary				500	–	–
	In folio 282 is a item, 100 rupees; and in folio 287 is an item, 100 rupees: total, 200 rupees, paid either to Roodurjee or Roopjee. Now, Roopjee is a Brahmin of Wudwan, and his nephew was going to Kashee, and this money was given for his offering (at the temple), and for the expenses of his journey				200	–	–
	In folio 327 is an item, 200 rupees to the Jemadar Munsharam on the occasion of his son's marriage, because his son was in the service of the Durbar; and, moreover, the Durbar and the people of the Durbar were entertained (fed) by him on the occasion				200	–	–
	In folio 327 is an item, 200 rupees, and in folio 333 is an item, 250 rupees: total rupees, 450, paid to the lady (Baeeraj) which was sent by her to (the temple of) Dakoornath to purchase the performance of holy ceremonies				450	–	–

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Information furnished in compliance with the Political Agent's Orders—*continued.*

		Rs	*a.*	*p.*
St. 1898 (A. D. 1841–42)	In folio 363 is an item, 200 rupees to the Mehta Madooraee. This was in place of a dress presented, because in the sequestration imposed in the matter of dispute with the Kattie joint states, the Mehta in all things had regard to the Durbar's interests, when no person of the Durbar was present, and prevented its interest suffering, as if he were personally concerned - -	200	–	–
	In folio 401 is an item, *Rs.* 2,047. 3; out of this 501 rupees is written as paid to the Mookhee (principal person or persons). This money was paid in the said year as presents to Thakursee and the Khowas Madha on their return from Rajcote, whither they had gone. On going to Rajcote these persons were mookhee - - -	501	–	–
	In folio 501 is an item, 400 rupees in the matter of Wora Dosa Lalchund. This money was paid to Ranasha Munoba for sundry small disbursements made by him while he was with Dosa Wora (whom he accompanied to Rajcote) - - - - - - -	400	–	–
	In folio 401 is an item, 200 rupees to Roodurjee. This money was paid to Roodurjee on account of Rajcote, and was paid back through Sha Thakursee, who accounted for it in another account - - - -	200	–	–
	Total St. 1898, (A. D. 1841–42) - - -	2,701	–	–

(True translation.)

(signed) *Henry Aston,*
Assistant Political Agent.

No. 1524.

MINUTE by the Honourable Board.

1. MR. MALET should be directed to report whether any of the persons whose names are entered in the Wudwan chopras as having received presents, are still in the employment of Government, or whether any of them are in the receipt of pensions; if so, in the former case, unless able to exonerate themselves from all suspicion of corrupt conduct, they should be suspended pending an inquiry into their conduct; and in the case of any persons in the receipt of pensions, the further payment of their stipends should be suspended until their conduct has been inquired into.

2. The explanation in para. 3 is satisfactory.

3. Mr. Malet has omitted to state whether, as authorised in the Government letter dated the 15th February last, he has appointed an able and trustworthy carcoon, on the part of the British Government, to see that the arrangements for the better management of this estate, which he effected in the early part of the year 1843, are rigidly adhered to; Mr. Malet should also, as directed in that communication, report at the end of one year from the period when this arrangement came into operation, with what success it has been attended, since, should this measure fail, I fear we shall ultimately have no alternative than to place this estate under attachment.

(signed) *G. Arthur.*
T. M'Mahon.
J. H. Crawford.
L. R. Reid.

5 February 1845.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

No. 1525.

No. 780 of 1845.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

1. I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 16th December last, No. 146, forwarding translation of the entries extracted from the Wudwan chopras, referring to sums given as presents to persons in the employment of Government, and of the explanation furnished by the Regent Bhaee Bhaeeraj on the subject.

2. In reply, I am desired to request that you will be pleased to report, for the information of Government, whether any of these persons are still in the employment of Government, or whether any of them are in the receipt of pensions; if so, in the former case, unless able to exonerate themselves from the suspicion of corruption, they should be suspended pending an inquiry into their conduct; and in the case of any persons in the receipt of pensions, the further payment of their stipends should be suspended until their conduct has been inquired into.

3. The explanation contained in the third paragraph of your letter, relative to the debt due by the Talooka is satisfactory.

4. I am at the same time desired to observe, that you have omitted to state whether, as authorised in the seventh paragraph of my letter, dated the 15th February last, you have appointed an able and trustworthy carcoon on the part of the British Government, to see that the arrangement recently effected by you for the better management of the Wudwan estate is rigidly adhered to; you will therefore be pleased to supply this omission.

5. As directed in my communication above alluded to, you will be pleased to report at the end of one year, from the period when this arrangement came into operation, with what success it has been attended, since, should this measure fail, Government will ultimately have no alternative but to place the estate under attachment.

I have, &c.

(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 11 February 1845.

Extract Bombay Political Consultation, 23 April 1845.

Extract Paragraph 11, from a Letter from the Honourable the Court of Directors; dated 4 December 1844, No. 36.

11. YOUR warning to the Regent Baee of Wudwan, against the continuance of her neglect (to give it no worse name) of the physical and moral welfare of the young chief, has proved useless. The mehta Babajee Keishna, who was placed at Wudwan to see that the Baee fulfilled her engagement, has entirely failed of his duty, and the Thacoor is reported to be imbecile. The Baee's financial administration has also been wasteful, and a considerable debt has been contracted, for a part of which three villages belonging to the state have been mortgaged to a banker. The accounts have now been examined by Mr. Malet; some objectionable items, and others properly chargeable to the Baee personally, have been struck out, and Mr. Malet is of opinion that, under proper management, there would be a surplus of 25,000 rupees per annum applicable to the liquidation of the debts, and to the maintenance of the agency necessary for enforcing the arrangement. Your Government has not consented to sanction any other agency than that of a carcoon to be stationed at Wudwan experimentally for one year. We shall expect to receive a full report on the effects of this arrangement, and to be furnished with Mr. Malet's reply to your requisition upon him, to suggest anything which can still be done for the improvement of the young Thakoor.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

No. 4002.

No. 2036 of 1845.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

WITH reference to the correspondence noted in the margin* relative to the affair of Wudwan, I am directed by the Honourable the Governor in Council to transmit to you extract, paragraph 11, of a despatch on this subject from the Honourable the Court of Directors, dated the 4th December last, No. 136, and to request that you will be pleased to submit to Government a report of the nature therein required.

* See below.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 25 April 1845.

No 4734.

Extract Bombay Political Consultation, 21 May 1845.

Government, No. 30 of 1845.—General, No. 116 of 1845.

From the Political Agent in Kattywar, to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 780, of the 11th instant, and to inform you, that the only persons whose names being entered in the Wudwan accounts are at present in employ, are—

Roodurjee, the sequestration mehta at Kauntoreea.
Soobhan Sing, the jemadar of police horse.
Munsharam, jemadar of peons employed at Wudwan.

Besides these are—

Chotumlall, late native agent, now a pensioner.
Mahadooraee and Jejoojee, mehtas lately employed in sequestrations, but at present out of employ.

I have required all these persons to state the circumstances under which they received the sums entered to their names; unless satisfactory, those now in employ will be suspended, and all will be reported to Government for further orders.

2. The report of the employment of Nuthoojee Megjee, contained in the fourth paragraph, was intended for the information required in the fourth paragraph of your letter now replied to.

3. The accounts for the first year will be submitted to Government on receipt of some explanations I have required from the Durbar, which also has been warned to prepare quickly those for the second year.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Kattywar Political Agency, Rajcote,
20 February 1845.

No. 4735.

MINUTE by the Honourable the Governor, concurred in by his Excellency the Commander-in-Chief and the Honourable Mr. *Reid*.

THE Political Agent may be informed, his further report will be awaited.

(signed) *G. Arthur.*
T. M'Mahon.
L. R. Reid.

6 May 1845.

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* From the Political Agent in Kattywar, dated 28th March, No. 40 of 1843. To the Political Agent in Kattywar, dated 25th April, No. 890 of 1843. To the Political Agent in Kattywar, dated 13th June, No. 1348 of 1843. From the Political Agent in Kattywar, dated 19th May, No. 62 of 1843. To the Political Agent in Kattywar, dated 15th February, No. 511 of 1844.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

No. 2421 of 1845.

No. 4736. From *J. P. Willoughby*, Esq., Chief Secretary Government, Bombay, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

I am directed to acknowledge the receipt of your letter, dated the 20th February last, No. 30, and to inform you that the Honourable the Governor in Council will await your further report of the circumstances under which certain persons in the employment of Government are alleged to have received presents from the Wudwan Durbar.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary to Government.

Bombay Castle, 19 May 1845.

No. 9051. Extract Bombay Political Consultation, 8 October 1845.

No. 4625 of 1845.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

I am directed by the Honourable the Governor in Council to call your attention to my letter, dated the 25th April last, No. 2036, and to request that you will be pleased to expedite the transmission of the report therein required, relative to the affairs of Wudwan.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 6 October 1845.

No. 10806. Extract Bombay Political Consultation, 17 December 1845.

No. 5556 of 1845.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent in Kattywar.

Sir,

I am again directed by the Honourable the Governor in Council to call your attention to my letter, dated the 25th April last, No. 2036, and to request that you will be pleased to expedite the transmission of the report therein required, relative to the affairs of Wudwan.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 17 December 1845.

No. 2467. Extract Bombay Political Consultation, 8 April 1846.

Government, No. 20 of 1846.—General, No. 42.

From the Political Agent in Kattywar to *J. P. Willoughby*, Esq., Chief Secretary to the Government of Bombay.

Sir,

With reference to the correspondence as per margin,* concerning Wudwan, I have the honour to report on the affairs of that state.

2. My letter of the 16th December, No. 146 of 1844, in reply to yours of the 15th February, No. 511 of 1841, disposed of most of the questions; there remain merely the items in the accounts entered as given to certain persons in Government

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* Letter to Government, No. 40, 28 March 1843. Letter from Government, No. 890, 25 April 1843. Letter to Government, No. 62, 19 May 1843. Letter from Government, No. 1348, 13 June 1843. Letter from Government, No. 511, 15 February 1844. Letter to Government, No. 146, 16 December 1844. Letter from Government, No. 780, 11 February 1845. Letter from Government, No. 2036, 25 April 1845. Letter to Government, No. 38, 14 March 1845. Letter from Government, No. 2980, 20 June 1845. Letter from Government, No. 5556, 17 December 1845.

ment employ, on which subject a separate report is forwarded, and the working of the arrangements sanctioned by Government, in the seventh paragraph of the letter No. 511.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

3. The fourth paragraph of my letter, No. 146, 16th December 1844, stated the dismissal of the karkoon formerly stationed at Wudwan, and the employment of Nuthoojee Megjee, who had creditably acquitted himself during 10 years of employment in various sequestrations, which I now mention, as from the tenor of the fourth paragraph of your letter, No. 780, 11th February 1845, it appears to have escaped notice.

4. Enclosed are three statements of the receipts and disbursements of Wudwan for the years 1899 (1842–43), 1900 (1843–44), 1901 (1844–45), and appended to each is a list of disbursements which, in a strict sequestration, could only be permitted on explanation and proof of their necessity.

5. The total expenditure of this description in 1899 (A.D. 1842–43), amounts to *Rs.* 7564. 0. 6, but of these the sixth and ninth items are such as an explanation would be easily given for; the rest, consisting of Durbar expenses, *Rs.* 346. 2. 3; additional expenses of the Mandwe, *Rs.* 205. 7. 3; extra remissions and presents to farmers, *Rs.* 62. 10. 3; allowances to the Gunod's wife 180 rupees; interest and exchange 719 rupees; extra Sebundee expenses, *Rs.* 1,707. 14, are, I think, all that, even under attachment, would be entirely or partly disallowed; they amount to *Rs.* 3,221. 1. 9, and I consider that, under the circumstances of the government of the estate, this, with the small excess of expenditure of *Rs.* 865. 6, is favourable evidence of the management of the Regent Bhaee Raj.

6. The statement for the year 1900, (A.D. 1843–44,) is not quite so favourable. It had been agreed on, that the expenses of the mandwee or custom which had been allowed at 7,000 rupees the preceding year, should be diminish to 6,000 rupees, but this I would not press, as the decrease under the circumstances would be distateful; there is also a sum of 1,000 rupees extra, on account of interest, for which it would be difficult to assign a satisfactory reason; subsistence for Durbar servants, 2,000 rupees, which should not have been expended, as well as all the expenses for the intercalary months, amounting to *Rs.* 4,953. 2, which as the payments should have been fixed for the year, there should not have been a necessity for; these, after deducting the travelling expenses, *Rs.* 1,840. 8. 6, and the costs of the articles and animals bought for the Durbar, 4,206 rupees and perhaps the first extra item of 1,000 rupees from the customs, would show an expenditure of *Rs.* 7,954. 2, which under attachment would be disallowed; but even with this improper expenditure, the balance of a debt due to Premchund Wukutchund, for which the Nagues district was security, amounting to *Rs.* 9,048. 9. 6, has been discharged, and grain to the amount of *Rs.* 4,261. 8. 9, has been stored with an excess expenditure of 4,200 rupees; upon the whole, therefore, though not so satisfactory as to should have been, I do not think Bhaee Raj to blame for this year's management.

7. In the statement for 1901, (A.D. 1844–45,) there are two items similar to those of the last year, viz. 1,000 rupees for extra expenses on the customs; 2,000 rupees for Durbar servants; one item for purchase of animals for the Durbar, amounting to 557 rupees; another for purchase of articles for the Durbar to the amount of 121 rupees; travelling expenses, *Rs.* 1063. 11; for cutting grass *Rs.* 352. 9; and an item called a payment for a delay in the liquidation of 2,000 rupees due to bankers, of 500 rupees. Of these the first might be admitted, and the third, fourth, fifth, and last would probably be explained without difficulty, which would leave the sum of 2,352 rupees, which would probably be disallowed; this is not much, and Bhaee Raj may be thought to have managed this year's expenditure comparative well, more especially as there appears in cash, receipts, ornaments, and grain, a surplus of *Rs.* 6,745. 3. 3, with an excess expenditure of *Rs.* 75. 5. 9.

8. On the whole it may be considered that the pecuniary administration by by Bhaee Raj is as good as under the circumstances (perhaps I may say better than) could have been expected, although there is an omission in the credit side of the account for the two last years of the revenues from her Jeewaee villages, the amount of which I have required to be brought to the credit of the estate. I have, however, written to the Durbar, disapproving the variations from the expenditure

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

expenditure which I had fixed, and holding the Regent responsible for such as the Government might refuse to sanction.

9. I wish that the domestic affairs of the family could be stated to have improved, but it is not so; the quarrel between the Regent and Gohelwoo remains as it was, and her advice is as little asked or attended to as previous to my arrangements. The Thakoor's habits also are unimproved; his age has placed him beyond control from any members of his own family, and I do not now vary from the opinion expressed at the end of the 6th para. of my letter of the 16th December 1844, nor do I see any method by which, without personal restraint, his habits could be changed.

10. With reference to the latter part of the 10th para. of my letter, No. 62, 18 May 1843, I am informed that two others of the Thakoor's wives are now pregnant; one is the Kotee Jareejee, who sides with Gohelwoo; the other is the Gunod Jareejee, who is of Bhaee Raj, the Regent's party.

11. The Thakoor's wife, the mother of the apparent heir, died as reported in my letter, No. 111, 26 December 1844, and I regret to say that the arrangements for the Koonwur suggested in my letter, No. 20, of the 1st February 1845, and sanctioned in Government letter, No. 1830, April 14th, have not been carried into effect, the grandmother, after at one time consenting, having, on the 21st October last, refused on any terms to undertake the charge.

12. One of the widows of the late Thakoor has now offered to take charge of the child on certain conditions; a translation of her memorandum is transmitted, with a separate letter for the consideration of Government.

13. During the last year the karbaree Sha Dya Peetumber has been dismissed, and no other person of repute has been entertained in his place; I was, therefore, obliged to sequestrate the district, and have estimated the revenue for 1902, which amounts to about 51,000 rupees. Security to this amount was, however, given by the Regent, and the sequestration was consequently removed; if the revenue, however, of the Regent's Jeewoee villages be refused to the state, they will be attached.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewar Political Agency, Rajcote,
15 January 1846.

STATEMENT of Receipts and Disbursements of the Wudwan Talooka, from 2d Kartigsood, St. 1899, to 2d Kartigsood, St. 1900.

RECEIPTS.	*Rs.*	*a.*	*p.*
Revenues of the town of Wudwan - - - - - - - -	28,800	15	-
Ditto of the Purgunnahs - - - - - - - - -	44,495	-	-
Tribute and Loortulbee from the Bhyad & Co. sharers - - - - -	2,125	8	-
Plough tax from the Purgunnahs - - - - - - -	10,214	4	-
Revenues from the village of Velawuddur, given as subsistence to Deda Bawajee - - - - - - - - - - -	625	-	-
Sale proceeds of grain - - - - - - - - -	18,660	-	-
Amount of fines, &c. - - - - - - - - - -	2,491	-	-
Revenues of two villages belonging to Baee Baeeraj - - - -	5,618	-	-
	1,13,029	11	-
Recredited amount of fines imposed on account of the disturbance at Saela, the same having been paid from the sum of 1,68,000 rupees borrowed from the firm of Bremabhaee Hemchund - - - -	5,100	-	-
Marriage tax from the inhabitants - - - - - - - -	6,549	8	-
Recovered amount on certain dues payable by cultivators - - -	660	-	-
Recovered from Kachur Bhoj, &c., on account of certain demands payable by them - - - - - - - - - -	650	-	-
Presents - - - - - - - - - - - - - -	100	-	-
Price of about 100 kulsees of grain held in deposit at the Durbar - -	2,000	-	-
Rs.	1,28,089	-	-

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

DISBURSEMENTS.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Household expenses							12,000	–	–
Extra expenses incurred at the Custom-house							7,000	–	–
Amount of remissions and turbans granted to the farmers of the town of Wudwan							700	–	–
Stationery							700	–	–
Begaree hire, for cutting hay, and value of green grass							1,400	–	–
Subsistence granted from the Custom-house to the mothers and wives of the Chief							1,260	–	–
Salary of the Government Mehta and Jemadar, stationed at Wudwan							573	8	–
Interest and exchange							2,000	–	–
Provision to Durbar servants							2,000	–	–
Tribute and Zoorlubee, &c.							31,091	9	6
Sebundee expenses							12,000	–	–
Amount of village expenses for provisions supplied to Durbar servants and others							4,500	–	–
Opium							700	–	–
Amount of the Kattees' shares at Wustree and other villages							2,615	–	–
Subsistence to Jareejee Wuhoo, of Gunod							800	–	–
							79,340	1	6
Paid to Gohebbaee, being balance due to her, and expenses incurred for provisions, medicines, &c., supplied to the sister of Puncholee Idaojee, as per Government order							2,553	4	–
Expenses incurred on marriage of Koower Ruwajee at Mowee							1,531	5	3
Expenses incurred on three marriages of the Thackoor, including dowry							11,929	4	9
Mohsul expenses							613	4	–
Fines imposed on disturbances at Saela; amount of exchange, and pay of jubtee establishment							5,135	–	–
Paid to the firm of Premabhaee Hemchund, on account of instalments payable to him							14,175	–	–
Wultur to Brahmins of Saela and Malod				Rs. 87	8	–			
Amount levied as transit duties refunded to the Saela Chief				11	9	6			
							99	1	6
Expenses incurred during the half-year in excess of the Nemnok:				Rs.	a.	p.			
Durbar expenses				346	2	3			
Extra expenses incurred at the Custom-house				205	7	3			
Remissions and turbans granted to the farmers of the town				62	10	3			
Expenses incurred to pursuade certain Mahjuns of Wudwan not to quit the Talooka				258	–	–			
Allowance to the Jarejee Wuvo, of Gunod, according to agreement				180	–	–			
Interest and exchange				719	–	–			
Marriage and funeral presents to relatives and friends				1,032	–	–			
Journey expenses to Ahmedabad, Rajcote, and Wankaner, &c.				2,728	14	9			
Sebundee expenses				1,707	14	–			
Allowance to Barot Bheema, and shop expenses				701	–	–			
Expenses for feeding Brahmins				110	–	–			
Amount of expenses for milk, vegetable, grass, firewood, &c., supplied to the Bhoomeas who accompanied the Political Agent's camp to Wudwan				302	12	–			
Value of a pearl necklace, rings, gold necklace, and a conveyance, &c., purchased for the Durbar				1,614	–	–			
Paid in liquidation of old demands				90	6	6			
Salaries to the Karbarees				3,506	–	–			
Amount of Sookree on account of Korda and Wustree, and balance of B. tribute on Kerala				94	–	–			
				13,658	3	–			
Deduct less expended than the nemnook for	Rs.	a.	p.						
cutting grass	29	15	–						
For subsistence to the Durbar servauts	50	–	–						
				79	15	–			
							13,578	4	–
						Rs.	1,28,954	9	–

(signed) *A. Malet*, Political Agent.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

List of Objectionable Disbursements in the Year 1899.

	Rs.	*a.*	*p.*
1. Durbar expenses	346	2	3
2. Extra expenses incurred at the Mandwee	205	7	3
3. Remissions and turbans granted to the town farmers	62	10	3
4. Allowance to the Gunod Wife	180	–	–
5. Interest and exchange	719	–	–
6. Travelling expenses	2,728	14	9
7. Sebundee expenses	1,707	14	–
8. Value of articles purchased for the Durbar	1,614	–	–
TOTAL - - - *Rs.*	7,564	–	6

(signed) *A. Malet,*
Political Agent.

STATEMENT of Receipts and Disbursements of the Wudwun Talooka, from Karting Sood 2d, to Assowud 15th, St. 1900.

RECEIPTS.

	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
Revenues of the town of Wudwan				31,949	3	–
Plough and other taxes from ditto				1,772	5	6
Revenues of the Purgunnahs, in cash				53,815	11	9
Plough and other taxes from the Purgunnahs				11,041	9	3
Tribute and Zoortulbee from the Bhayad & Co., sharers				2,125	8	–
Sale proceeds of grain sold during the year, and value of that retained for Durbar use				14,007	4	–
Presents and Fines:						
Fee from Gohel Veera Megh, on his obtaining management of Wustree, and four other villages, for a term of seven years, under a written agreement	4,000	–	–			
Quarter share of sale proceeds of land and fines	2,125	–	–	6,125	–	–
				1,20,836	9	6
Re-credited allowance made from the Custom-house to the mothers and wives of the chief (1,440 rupees), afterwards deducting 525 rupees paid to them up to 10th of Phagun Sood				915	–	–
TOTAL - - - *Rs.*				1,21,751	9	6

DISBURSEMENTS.

	Rs.	*a.*	*p.*
Amount of British tribute, Zoortulbee and Sookree, the latter payable on account of Wustree and Korday	31,188	3	6
Household expenses	12,000	–	–
Amount of expenses drawn in the Custom-house	7,000	–	–
Interest and exchange	3,000	–	–
Hire of cutting grass	1,400	–	–
Remissions and turbans granted to farmers	700	–	–
Extra exchange incurred at villages	4,500	–	–
Stationery expenses	700	–	–
Allowance granted from the Custom-house to the mothers and wives of the Chief	1,440	–	–
Seebundee expenses	12,000	–	–
Salary of the Government Mehta and Jemadar, &c., stationed at Wudwun	573	8	–
Subsistence to Durbar servants	2,000	–	–
Expenses incurred in feeding itinerant mendicants during the monsoon	500	–	–
Amount of Kattees' shares at Wutree, and other villages, after deducting value of their share of grain and cotton	815	–	–
Paid to Premabhaee Henchund, on account of instalments payable to him	14,175	–	–
Salaries of the Karbharees	3,506	–	–
Opium	700	–	–

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

Disbursements—*continued.*

	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Expenses incurred according to Government Order:									
Wultur paid to the Chiefs of Limree and Saela				179	–	–			
Mohsul expenses				539	–	–			
Paid in the Government Treasury, being balance of tribute for St. 1899				6	4	3			
Pay to the Government Mehta and Jamadar for the intercalary month in St. 1900				47	12	–			
							772	–	3
Expenses incurred in excess of the Nemnok; viz., household expenses during the intercalary month				862	10	–			
For cutting extra grass, purchase of green grass, ditto				502	10	–			
Interest and exchange for ditto				250	–	–			
Salaries to the Karbharees; viz.:									
To Gohel Veera Megh, to whom the management of Wustree, and four other villages has been given:									
The fee paid by him is credited in this account to the head of Presents and Fines	501	–	–						
To the Karbharees for the intercalary month	288	–	–						
				789	–	–			
Opium for the Karbharees for the intercalary month				160	–	–			
Expenses incurred in the custom-house for the Karbharees for the intercalary month				583	–	–			
Paid in liquidation of old demands				25	10	6			
Village expenses for the intercalary month, the produce of the villages having been increased				1,010	2	–			
Funeral expenses of Jareeja Unoo, of Khewlia, died on the 5th Bhadurwa Sood				1,835	–	–			
Marriage and funeral presents to relatives and friends, according to custom				1,450	14	6			
Journey expenses to Ahmedabad, Rajcote, Wankaner, &c.				1,840	8	6			
Expenses incurred to keep the cultivator's Minka from quitting that village				75	–	–			
Expenses incurred for opium, and presents made to the mool grassias of the Burnea village sold to the Durbar				301	4	–			
Subscription towards erection of the temple Khumeesuneed Madeo				130	–	–			
By amount granted to the firm of Hernabhaee, on his way from Palitana: an interchange of presents to the Chief, consisting of a gold necklace and clothes				300	–	–			
Paid to Silidar Kooreshee Peerum, as indemnity for a mare which died while proceeding on duty to Moorvee, in St. 1899, on the occasion of the marriage of Koowur Rewagee of that Talooka				100	–	–			
Value of ornaments, horses, carriages, bullocks, and buffaloes for the Durbar				4,206	–	–			
Seebundee expenses for the intercalary month				1,250	–	–			
							15,671	11	6
Paid to Premabhaee Hemchund, being balance of a loan of 3,000 rupees received from him on the 2d of Jest Sood, St. 1891, on deed written on stamp paper, mortgaging him the Nagnes Suppa, which deed was returned, the demand having been fully adjusted. Principal on the 2d Jest Sood, St. 1899	*Rs.* 11,500	–	–						
Interest	1,734	9	6						
				13,234	9	6			
Deduct—Amount of an order for 600 rupees for marriage presents to Chotumlal in St. 1892; the same not having been received by him, was credited under the head of "shakhat," in the books of the firm of Wukuchund Kooshalchund. This entry was discovered by Dayabhaee and Bhanshunker, on their proceeding to Ahmedabad for adjustment of the above deed; the amount, therefore, is now deducted with interest	*Rs.* 900	–	–						
Remissions from the interest of the loan of 3,000 rupees	600	–	–						
Paid from the produce of Magness	2,686	–	–						
				4,186	–	–			
							9,048	9	6
Carried forward							1,21,690	–	9

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

DISBURSEMENTS.—*continued.*

	Rs.	*a.*	*p.*
Brought forward - - - -	1,21,690	–	9
Value of 172½ kulsees and 15 mops of Juwaree, deposited in pits at Wudwan and Khoroo - - - - - - - - - -	2,589	9	6
Value of 112½ and 9 mops of grain, deposited in the warehouse - -	1,671	15	3
Rs.	1,25,951	9	6

(signed) *A. Malet,* Political Agent.

List of Objectionable Disbursements for 1900.

	Rs.	*a.*	*p.*
1. From the items of interest and exchange, 3,000 - - - -	1,000	–	–
2. Subsistence to Durbar servants - - - - - - - -	2,000	–	–
3. Mehta and Jemadars, &c., for the intercalary month - - -	47	12	–
4. Household expenses - ditto ditto - - - - -	862	10	–
5. For grass, &c. - - ditto ditto - - - -	502	10	–
6. Interest - - - ditto ditto - - - -	250	–	–
7. Karbarees - - - ditto ditto - - - -	288	–	–
8. Opium - - - ditto ditto - - - -	160	–	–
9. Mandwee - - - ditto ditto - - - -	583	–	–
10. Village expenses - - ditto ditto - - - -	1,010	–	2
11. Travelling expenses - - - - - - - - - - -	1,840	8	6
12. Articles purchased for the Durbar - - - - - - -	4,206	–	–
13. Sebundee expenses for the intercalary month - - - - - -	1,250	–	–
TOTAL - - *Rs.*	14,000	10	6

(signed) *A. Malet,* Political Agent.

STATEMENT of Receipts and Disbursements of the Wudwan Talooka, from Kartig Sood 2d, to Asso Wud (Christmas), St. 1901.

RECEIPTS.	*Rs.*	*a.*	*p.*
Revenue of the town of Wudwan, in cash and plough, and other taxes -	22,845	9	6
Revenue of the Purgunnahs, in cash - - - - - - - -	49,089	15	–
Plough and other taxes from ditto - - - - - - - -	11,054	7	6
Sale proceeds of grain sold during the year - - - - - - -	14,181	12	–
Tribute and zoortubbee from the Bhyad and co-sharers - - - - -	2,125	8	–
Presents and Fines:			
Fee from Patels, in obtaining management of villages - - - - -	3,419	14	6
	1,02,717	2	6
Revenue from Nagues Talooka, deducting expenses - - - - -	6,153	1	6
Re-credited allowance made from the Custom-house to the mother and wives of the Chief - - - - - - - - - - - -	1,440	–	–
Rs.	1,10,310	4	–

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

DISBURSEMENTS.

				Rs.	a.	p.
Amount of British tribute, zoortubbee and sookree, the latter payable on account of Wustree and Kordee				31,188	3	6
Household expenses				12,000	–	–
Seebundee expenses				12,000	–	–
Amount of expenses drawn on the Custom-house				7,000	–	–
Interest and exchange				2,000	–	–
Hire for cutting grass, and value of green grass				1,400	–	–
Remissions to farmers				700	–	–
Extra expenses at villages				4,500	–	–
Stationery expenses				700	–	–
Opium ditto				700	–	–
Amount of the Kattees' shares at Wustree and other villages				2,615	–	–
Allowance granted from the Custom-house to the mother and wives of the Chief				1,440	–	–
Salary of the Government mehta and jemadar stationed at Wudwan				573	–	–
Subsistence to Durbar servants				2,000	–	–
Salaries of the karbarees				3,267	8	–
Paid to Premabhye Hemabhye, on account of instalments payable to him				14,175	–	–
Expenses incurred in feeding itinerant mendicants during the monsoon				500	–	–
Expenses incurred according to Government order, Wultur paid to the Chiefs of Saeela, Budwana, &c.	*Rs.* 629	6	–			
Mohsul expenses	325	8	–			
				954	14	–
Expenses incurred in excess of the Nemnok, &c.						
Value of two horses, one bullock, and one buffalo for the Durbar	557	–	–			
Value of two guns, two pistols, one sword, and one dagger	121	–	–			
Modee expenses at Rajcote	750	–	–			
Journey expenses to Bhooj, Bhownuggur, Veerungaum, Rajcote, and Moorvee	1,063	11	–			
Marriage and funeral presents to relations and friends, according to custom	928	12	9			
Hire for cutting grass, and expense of carriage, of which 88 rupees were received from the cultivators debited under the head of Presents and Fines	352	9	–			
Paid to Brahmin Geomancers, on the birth of Koower Chundersing	100	–	–			
Presents to a jogee	160	–	–			
For repairing fort	189	–	–			
Expenses incurred on the return of cultivators from Saeela and other villages, where they had migrated	155	–	–			
Expenses in making two new rowtees	65	–	–			
Ditto incurred in certain repairs to the villages of Kobreead, Bapodur, Wustree, and Korda	484	3	3			
Interest for delay in the payment of 2,000 rupees to Premabhaee Aemchund and Barot Bheema Wukutsing	500	–	–			
Paid to Goel Veera Meg, as salary	500	–	–			
				5,926	4	–
Value of gold and silver ornaments				2,147	1	6
Ditto of 145 kulsee of Jooaree deposited in pits at Wudwan and Khoroo				2,031	12	–
Cash				2,000	–	–
In receipts				566	5	9
Rs.				1,10,385	9	9

(signed) *A. Malet*, Political Agent.

List of Objectionable Items for 1901.

	Rs.	a.	p.
1. Subsistence to Durbar servants	2,000	–	–
2. Value of purchases for the Durbar	557	–	–
3. Ditto ditto	121	–	–
4. Travelling expenses	1,063	11	–
5. Expenses for grass	352	9	–
6. Interest for delay in payment of 2,000 rupees	500	–	–
TOTAL - - - *Rs.*	4,594	4	–

(signed) *A. Malet*, Political Agent.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

MINUTE by the Honourable the Governor, subscribed to by the Board.

No. 2468.

1. WITH the acccompanying letter, Mr. Malet has submitted three statements of the receipts and disbursements of the Wudwan estate for the years 1842-43, 1843-44, and 1844-45, under the administration of the Regent Bhaee Bhajeeraj. The following is an abstract of the results exhibited in these statements:

—	1842-43.			1843-44.			1844-45.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Receipts - - - - -	128,089	3	–	121,751	9	6	110,310	4	–
Disbursements - - -	128,954	9	–	125,951	9	6	110,385	9	9
Excess of Expenditure over receipts in each year - -	865	4	–	4,200	–	–	75	5	9

2. The decrease in the revenues of this estate during the two latter years, it may be presumed, is more apparent than real, being principally occasioned by no entries having been made during those years under the heads mentioned in the margin,* corresponding with similar entries made for the year 1842-43. The second of these items especially requires explanation, since Mr. Malet states, that in the arrangement which he formerly made for the future management of this estate, it was specially provided that the revenues from the two Jeewaee villages belonging to the Regent Bhaee, should annually be credited to the Wudwan estate. Mr. Malet has therefore written to the Regent Bhaee, pointing out this omission, and requiring her to credit this amount for both years to the estate. Mr. Malet does not allude to the other two omissions which I have pointed out, and his attention should therefore be called to them. In regard, however, to the third item, Mr. Malet should report whether the tax alluded to was a cess levied in 1842-43, on the occasion of the young chief's marriage, or whether it is a tax levied on marriages contracted by the inhabitants of Wudwan.

* *See* below.

3. The instalment of 14,175 rupees per annum, fixed for the liquidation of the debt due to the firm of Premabhaee Hemchund, appears to have been regularly paid during each of the three years reported on, as also the tribute and other dues of the British Government. The balance of a debt due to Premchund Wuckutchund, amounting to *Rs.* 9,048. 9. 6., for the payment of which the Nagnes district was mortgaged, was also discharged in full during the years 1843-44, and grain to the amount of *Rs.* 4,261. 8. 9., had been stored at the end of 1843-44. These results are satisfactory.

4. Mr. Malet has also forwarded with this report separate lists of items of disbursements made during these three years, which are at variance with the scale of expenditure which he fixed for this estate, and which he therefore submits for the consideration and decision of Government. These items are as follows:

	Rs.	*a.*	*p.*
* Revenues from the village of Velawuddur, given as subsistence to Deda Bawajee	625	–	–
Revenues of two villages belonging to Baee Baeeraj - - - - -	5,618	–	–
Marriage tax from the inhabitants - - - - - - - - -	6,549	8	–
TOTAL - - - *Rs.*	12,792	8	–

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

No.	————	1842–43.			1843–44.			1844–45.		
		Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
1	Durbar expenses - - - - -	346	2	3	—			—		
2	Extra expenses incurred at the Manduvee or Custom - - - -	205	7	3	*583	-	-	—		
3	Extra remissions and turbans granted to the town farmers - - -	62	10	3	—			—		
4	Extra allowance to the Thakoor's wife, Jareejee of Gunode - - -	180	-	-	—			—		
5	Interest and exchange - - -	719	-	-	1,000	-	-	—		
6	Travelling expenses - - - -	2,728	14	9	1,840	8	6	1,063	11	-
7	Extra sebundy expenses - - -	1,707	14	-	*1,250	-	-	—		
8	Value of articles purchased for the Durbar - - - - - -	1,614	-	-	4,206	-	-	121	-	-
9	Subsistence to Durbar servants - -	-	-	-	2,000	-	-	2,000	-	-
10	Purchase of animals for the Durbar -	-	-	-	-	-	-	557	-	-
11	Mehta and Jemadars, &c., for the intercalary month - - - -	-	-	-	47	12	-	—		
12	Household expenses for the intercalary month - - - - - - -	-	-	-	862	10	-	—		
13	For grass, &c., for the intercalary month	-	-	-	502	10	-	352	9	-
14	Interest - - ditto - ditto	-	-	-	250	-	-	—		
15	Kharbarees - - ditto - ditto	-	-	-	288	-	-	—		
16	Opium - - ditto - ditto	-	-	-	160	-	-	—		
17	Village expenses - ditto - ditto	-	-	-	1,010	-	-	—		
18	Interest for delay in payment of 2,000 rupees - - - - - - -	-	-	-	-	-	-	500	-	-
	Rupees	7,564	-	6	14,000	10	6	4,594	4	-

* For the intercalary month.

5. Mr. Malet states, that Nos. 6 and 8 of the above items are of such a nature as the Durbar may be able easily to explain. These may therefore be admitted, provided the explanation, when obtained, be considered by Mr. Malet satisfactory.

6. Mr. Malet is of opinion that items Nos. 1 to 5 and No. 7 for the year 1842-43 (amounting in the aggregate to *Rs.* 3,221. 1. 9.), are of such a nature as should either be entirely or in part disallowed. The Durbar should therefore be called upon for an explanation in regard to each of these items, and such of them as are not satisfactorily explained, should be expunged from the accounts.

7. In regard to the inadmissable items of expenditure for the year 1843–44, Mr. Malet states, that he is of opinion that the Durbar will find it difficult to assign a satisfactory reason for item No. 5, amounting to a sum of 1,000 rupees paid on account of interest. Mr. Malet further observes, that item No. 9, being a charge of 2,000 rupees for subsistence to Durbar servants should not have been incurred, and that there would have been no necessity for the extra sums paid for the intercalary month (amounting to *Rs.* 4,954. 2.), if the payments had been fixed for the year, as should have been the case. These items should therefore be declared inadmissible, unless satisfactorily explained by the Regent Baee.

8. With reference to the objectionable items in 1844–45, Mr. Malet observes, that the one numbered 9 in the above statement is similar to that of the preceding year, namely, 2,000 rupees for subsistence to Durbar servants; and that items Nos. 6, 8, 10, and 18 can probably be explained without difficulty. In this event a balance of 2,352 rupees under the head of objectionable items would remain for the year 1844–45, which Mr. Malet is of opinion should, according to the strict letter, be disallowed. Altogether, however, Mr. Malet is of opinion, that the Regent Baee has conducted the management of this estate for this year "comparatively well," more especially as there appears in cash, receipts, ornaments and grain, an actual surplus of *Rs.* 6,745. 3. 3. (at the end of 1844–45), while the expenditure of this year, inclusive of the cost of these articles, only exceeded the receipts by *Rs.* 75. 5. 9.

9. Mr. Malet should be directed to inform the Regent Bhaee that Government disapproves of her exceeding the scale of expenditure which has been fixed for this estate; and that in future, notwithstanding any explanation she

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

may afford, all charges in excess will be expunged from the accounts, unless she previously applies for, and obtains sanction from, the Political Agent for their being incurred.

10. I regret to perceive that the disagreements in the family of the Wudwan chief still remain unadjusted. I am also sorry to observe from this report, that the vicious habits of the young Thakoor continue unabated. Mr. Malet states, that his age has now placed him beyond control from any members of his own family, and that he sees reason for adhering to the opinion which he expressed in the extract from his letter to Government, dated the 16th December 1844, quoted in the margin.* Mr. Malet further states, that he "does not see any method by which, without personal restraint," the Thakoor's habits can be ameliorated. It is evident, therefore, that the repeated warnings which have been given to the Regent Bhaee, with reference to the injurious line of conduct she has uniformly pursued towards the young Thakoor of Wudwan, have had no good effect. Before, however, we adopt any measures of the nature contemplated by Mr. Malet, he should perhaps be requested to state whether he is of opinion there is any probability of reclaiming the Thakoor from his irregular habits by adopting the measures proposed by Government as far back as December 1841; namely, to make an arrangement by which the chief would be induced to come in and live at Rajcote for a time, and thus have the opportunity of being in constant intercouse with the Political Agent.

* *See* below.

11. The subject alluded to in the 11th and 12th paragraphs of Mr. Malet's present letter, regarding the infant Koonwur of Wudwan, will be separately disposed of with reference to a separate report we have received from Mr. Malet on this subject.

12. Mr. Malet reports that, during 1844-45, the kharbaree of this estate, Sha Dhya Peetambar, has been dismissed; and that as no other person of repute has been entertained in that office, he has been obliged to sequestrate the district, the revenue of which for the current year is estimated to amount to about 51,000 rupees, for which security has been given by the Regent Bhaee, and the sequestration has therefore been removed. Mr. Malet should be directed to report the cause of this individual having been dismissed from this appointment.

13. The employment of the carkoon, Nuthojee Megjee, in the room of Babajee Krishna, who was dismissed by order of Government for being totally unworthy of any longer holding the situation of mehta at Wudwan on the part of Government, may be approved, as Mr. Malet states that the former individual has creditably discharged his duties during 10 years' service in various sequestrations.

(signed) *G. Arthur.*
P. M'Mahon.
J. H. Crawford.
L. R. Reid.

25 March 1846.

No. 1236 of 1846.—Political Department.

No. 2469.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Malet*, Esq., Political Agent, Kattewar.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 42, dated the 15th January last, submitting statements of the receipts and disbursements of the Wudwan estate for the years 1842-43, 1843-44, and 1844-45, under the administration of the Regent Bhaee Bhajeeraj, exhibiting in abstract the following results:

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* "The warning directed in Mr. Chief Secretary Reid's letter, No. 1348, 13th June 1843, was duly conveyed to the Bhaee Bhaeeraj, and I do not fear any practice on her part against the Chief's life. But his habits cannot be now controlled, even by her; and it appears to me that in any measure Government may think fit to direct towards Wudwan, the confirmed imbecility of the Thakoor may be assumed."

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

	1842–43.			1843–44.			1844–45.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Receipts - - - -	1,28,089	3	–	1,21,751	9	6	1,10,310	4	–
Disbursements - - -	1,28,954	9	–	1,25,951	9	6	1,10,385	9	9
Excess of expenditure over receipts - - - *Rs.*	865	4	–	4,200	–	–	75	5	9

2. It is presumed that the decrease in the revenues of this estate during the two latter years is more apparent than real, resulting principally from the omission of entries under the following heads:

1st. Revenues from the village of Velawuddur given as subsistence to Deda Bawajee.

2d. Revenues of two villages belonging to Bhaee Bhaeeraj.

3d. Marriage tax from the inhabitants.

In regard to the second of these, however, information is especially required by Government, since you state that in the arrangement you formerly made for the future management of the estate, it was specially provided that the revenues from the two Jenare villages belonging to the Regent Bhaee should annually be credited to the Wudwan estate. I am likewise desired to call your attention to the two other omissions, and to request, in reference to the third item, that you will state whether that was a cess levied in 1842–43, on the occasion of the young chief's marriage, or whether it is a tax levied on marriages contracted by the inhabitants of Wudwan generally.

3. It is satisfactory to observe, that the instalment of 14,175 rupees per annum for the liquidation of the debt due to the firm of Premabhee Hemchund, and the tribute and other dues of the British Government, have been regularly paid during the years reported on, as well as the balance, *Rs.* 9,048. 9. 6., of the debt due to Premachund Wuckulchund, and that grain to the value of *Rs.* 4,261. 8. 9. has been stored at the end of 1843–44.

4. With reference to the lists of objectionable disbursements which accompanied your report, I am desired to inform you, that the charge for travelling expenses, and value of articles purchased for the Durbar, during each of the years under review, aggregating *Rs.* 11,574. 2. 3., may be admitted, provided the explanation in reference to them which the Durbar may submit shall in your opinion be satisfactory.

5. You will be pleased to call for explanation in regard to the following charges:

Durbar expenses, 1842–43, *Rs.* 346. 2. 3.
Interest and exchange, 1842–43, *Rs.* 719. - 1843–44, *Rs.* 1,000.
Extra sedbundy expenses, 1842–43, *Rs.* 1,707. 14. - 1843–44, *Rs.* 1,250.

and to expunge from the accounts such of them as are not satisfactorily explained.

6. In the 6th para. of your letter under reply you observe, that of the inadmissible expenditure for 1843–44, it would be difficult for the Durbar to assign a reason for the sum of 1,000 rupees paid on account of interest. That the charge of 2,000 rupees for subsistence to Durbar servants should not have been incurred, and that there would have been no necessity for the extra sums paid for the intercalary month (amounting to *Rs.* 4,954. 2.) had the payments been fixed for the year as they ought to have been. These items should therefore be declared inadmissible, unless satisfactorily explained by the Regent Bhaee.

7. With reference to the objectionable items in 1844–45, you notice an entry of 2,000 rupees, similar to that in the year preceding, for subsistence to Durbar servants; and observe that the entries of 557 rupees and 121 rupees for purchases for the Durbar; *Rs.* 1,063. 11. for travelling expenses; and 500 rupees for interest on account of delay in payment of 2,000 rupees, could probably be

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

explained without difficulty; and that in this event a balance of 2,352 rupees, under the head of objectionable expenditure, would remain for 1844-45, which, according to the strict letter, should be disallowed. Altogether, however, you express yourself as of opinion that the Regent Bhaee has conducted the management of this estate for the above year comparatively well, more especially as there appears in cash, receipts, ornaments, and grain an actual surplus of *Rs.* 6,745. 3. 3., which the expenditure of the year, inclusive of the cost of these articles, exceeded the receipts only by *Rs.* 75. 5. 9.

8. I am nevertheless desired to request that you will intimate to the Regent Bhaee that Government disapproves of her exceeding the scale of expenditure which has been fixed for the estate under her management; and that in future, notwithstanding any explanation she may afford, all charges in excess will be expunged from the accounts, unless she previously applies for and obtains your sanction for their being incurred.

9. The Governor in Council regrets to perceive that the disagreement in the family of the Wudwan Chief still remains unadjusted, and is also sorry to observe from your report that the vicious habits of the young Thakoor continue unabated. It is further evident from the observations contained in your 9th para. that the repeated warnings which have been given to the Regent Bhaee as to the injurious line of conduct she has uniformly pursued towards the young Thakoor of Wudwan have failed of any good effect. Before, however, Government adopt any measures of the nature contemplated by you, I am desired to request that you will be so good as to state whether, in your opinion, there is any probability of reclaiming the Thakoor from his irregular habits, by adopting the measures proposed in my letter, No. 3442, of the 18th December 1841; viz., of making an arrangement by which the chief would be induced to come in and live at Rajkote for a time, and which would afford him an opportunity of being in constant intercourse with the political agent.

10. With reference to the 11th and 12th paras. of your letter regarding the infant Koonwur of Wudwan, the instructions of Government will be communicated to you on the separate report you have submitted on the subject.

11. In the 12th para. of your letter you intimate that the kharbaree of the Wudwan estate, Sha Dhya Peetumbar, had been dismissed; and that the Regent Bhaee, having given security for the revenues of the current year, estimated at about 57,000 rupees, the sequestration had been removed. You will be pleased to report, for the information of Government, the cause of this individual's dismissal from the appointment.

12. In conclusion, I am desired to inform you, that for the reasons stated in your 3d para., the Honourable the Governor in Council approves of the employment of the karkoon Mathojee Megjee in the room of Babajee Kristna, dismissed for being unworthy of holding the situation of mahta at Wudwan on the part of Government.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 1 April 1846.

Extract Bombay Political Consultation, 28 April 1846.

Government, No. 81 of 1846.—General, No. 218 of 1846.

Political Department.

No. 3331.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 1236, April 1st, in reply to my report on Wudwan, No. 42, January 15th.

2. The decrease in the revenue of 1843-44 below that of 1842-43 amounts to 6,337 *l.* 9 *s.* 6 *d.*, but this is in consequence of no receipts being entered in the latter year on account of Bhaeeraj's two villages, or re-credit of fine, or of marriage

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

marriage presents, which last are in Wudwan only a temporary source of revenue on occasions of marriage. The full revenue of Velawudur in the second year is entered in the general revenue of the purgunnah. It will be perceived from this, that the actual regular revenue is considerably more in 1843-44 than in the preceding year, but from this must be deducted that portion of the prices of the grain which was used by the durbar, which was not entered in the first year, and which is not separated in the accounts.

3. The decrease of the revenue in 1844-45 below that of 1843-44 amounts to *Rs.* 11,441. 5. 6., which is caused by a general decrease in the revenue in consequence of the cheapness of grain, and a diminution in presents and fines, amounting to about 17,000 rupees; while the falling in of the lease of Nagnes gives an extra revenue, which reduces the decrease to the amount noticed above.

4. The revenues in the Bhaee's two villages are not entered in the two last years, but they are now under sequestration.

5. The communication directed in your eighth paragraph has been made to the Regent.

6. With reference to that portion of the ninth paragraph of your letter which refers to the condition of the young chief, I do not, as mentioned in the ninth paragraph of my report, perceive any hopes of amelioration, even through the means pointed out by Government. I do not, however, consider that of late years any active part has been taken by the Bhaee to increase his bad habits; but, from the course pursued in his early youth, or it may be naturally that he is now of weak intellect.

7. I believe that Sha Dya Peetamber was dismissed by the Bhye in consequence of her suspecting him of being engaged in endeavouring to procure other guardianship than her's for the young koonwur; but this was denied by her, and some ill-conduct of his in the Durbar not particularised was assigned as the reason of his dismissal.

I have, &c.
(signed) *A. Malet,*
Political Agent.

Katteewur Political Agency,
Rajkote, 11 August 1846.

No. 333.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Reid.*

THIS report does not furnish sufficiently explicit replies to the points on which Government called for further information in its letter of the 1st instant. The reply seems defective in the following respects:—

1st. No reason is assigned for the revenues of the Bhaee's two villages not having been brought to account; information on this point should be called for.

2d. Information should be given in regard to the date on which these villages were placed under sequestration by the Political Agent.

3d. In the Government letter of the 1st instant the Political Agent was directed to report whether "the marriage tax from the inhabitants" of Wudwan entered in the accounts of this estate for the year 1842-43 is a tax levied on marriages contracted by the inhabitants of Wudwan generally, or whether it was levied on the above occasion in consequence of the young chief's marriage. In reply to these questions, the Political Agent merely states that marriage presents are in Wudwan only a "temporary source of revenue on occasions of marriages." This is not a distinct reply to the Government reference, and further information should therefore be called for.

(signed) *G. Arthur.*
L. R. Reid.

21 April 1846.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

No. 3333.

No. 1675 of 1846.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary, to *A. Malet*, Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated 11th instant, No. 81, relative to the affairs of Wudwan, and to inform you that your communication does not furnish sufficiently explicit replies to the points on which information was called for in my letter dated the 1st instant, No. 1236.

2. I am therefore desired to request that you will be pleased to state the reason why the revenues of the two villages belonging to the Bhaee Bhaeeraj were not brought to account in the year 1843–44, and the date on which these villages were placed under sequestration by you.

3. I am also desired to request that you will be pleased to supply some further information in regard to " the marriage tax " levied on the inhabitants of Wudwun, as called for in the second paragraph of my communication above alluded to; namely, whether "the marriage tax from the inhabitants" of Wudwun entered in the accounts of this estate for the year 1842–43 is a tax levied on marriages contracted by the inhabitants of Wudwun generally, or whether it was levied in consequence of the young chief's marriage.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 25 April 1846.

No. 3095.

Extract Bombay Political Consultation, 22 April 1846.

Government, No. 21 of 1846.—General, No. 43.—Political Department.

From the Political Agent in Katteewar to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to the first paragraphs of your letter, No. 780, 11th February 1845, in reply to mine, No. 146, 16th December 1844, I have the honour to inform you that most of the persons named in the Wudwun chopras are dead, or have been discharged; the others are noted below:—

Chothum Lal, late native agent in Katteewar, pensioner; Mahdooraee Goolabraee, not at present in employ; Jetoojee Wursunjee, employed as mehta with the Durbar at Choora; Munsharam, late Soobhansing, jemadar of police (horse); jemadar of peons on the Agency Establishment, now employed by order of the Political Agent in Wudwan to prevent violence in the Durbar; Roodurjee Nundeeram, zubteedar of Kuntareea.

2. Having called on these persons for explanation, I received replies, the tenor of which is enclosed, Nos. 1 to 6, on which the Wudwan Durbar gives the explanation, No. 7.

3. With reference to Muncharam's receipts, however objectionable it may be in theory that his son should have employment under the Durbar at which he was stationed, it can hardly be much a subject of grave accusation against him; and the Durbar's assertion of the correctness of his explanations must pass current.

4. Jamadar Soobhan Sing's explanation is satisfactory.

5. Jetoojee Wusunjee's explanation is not so satisfactory as it should be; but it appears true, and the latter part of it is evidently so.

6. Chotumlal's denial is borne out by the statement of the Durbar.

7. Roodurjee Numdeeram's denial may be true; there are, however, at present some other heavy accusations against him, the witnesses to which have been

been called for; should no suspicion rest on him after the inquiry, his present statement may, I think, be believed.

Entries in Accounts of Persons having received Money from the Wudwan Durbar.

8. Mahdooraee Goolabraee's denial of any receipt, or having had anything to do with Wudwan, may, coupled with the Durbar's reply, be admitted as correct.

I have, &c.
(signed) *A. Malet*,
Political Agent.

Katteewar Political Agency,
Rajkote, 15 January 1846.

First Enclosure to Government Letter No. 21, dated 15 January 1846.

Statements of Parties.—23 March 1845.

(No. 1.)

1st. *Jemadar Munsharam*, on the 23d March 1845, states that, with reference to the 60 rupees, he had sent for his family to Rajkote, who had come to Wudwan, when his wife paid her respects to the Bhaee and presented 10 rupees, and the Bhaee gave her three cloths, but I do not know the price. 1896.

30 Rs.—My son was entertained as a servant to stay with Rasingjee, and the Thakoor gave him of his own pleasure 30 rupees. I did not take any part of it. 1896.

50 Rs.—The Durbar ladies, and all those of the town, came to my house on Anud Chowdus to worship, when perhaps 400 or 500 Brahmins come for food; and money was given to them in charity by the Bhaee's own hands. I know nothing of the amount. 1897.

40 Rs.—I had a fine sword; and Rajsingjee, hearing of it, sent for it and kept it, and gave me its price. I did not get the money as a present. 1897.

200 Rs.—My son was in the service of Jhala Rajsingjee, and he (as such) may have assisted him, and Hureehunkur will know concerning this; I do not, for I did not take it. I am an old servant of the Government, and could not so err. My son was in his service, and was under his orders, not under mine.

(No. 2.)

Jemadar Soobhan Sing.—4 March 1845.

1845.—In 1897 I went to settle the bounds of Moonjpoor and Saeela, when a person of the Dekkan came with me who was going thither, but was in distress for money for his expenses. He had two horses, so he sold one to Jhala Rajsingjee for *Rs.* 95. 8., and on a security being required from him, I became so, and the price was fixed at ready cash 80 rupees and *Rs.* 15. 8. in cloth; altogether was paid *Rs.* 95. 8., and the horse transferred. If the Durbar on this account entered it in my name, they know the circumstances were as I have stated for your information.

(No. 3.)

115 Rs. and 50 Rs.—*Jetoojee Wusunjee* states, that he was on attachment duty from 1902, at 1896, at Loodamra, when his accounts were with Sha Bechur Radha Karbaree, of that place, who had a claim on him at the conclusion for 100 rupees, as in consequence of the scarcity his expenses were greater than his pay; that the claim being urgently pressed on his leaving Loodamra, he obtained the money from Thakursee Dya (the son of the Wudwan minister), on the security of his pay from his new appointment of attachment mehta of the disputed land between Moonjpoor and Saeela, 115 rupees being entered to cover the interest, at 12 annas per cent. per mensem; that it was regularly paid from his salary, and the extra 15 rupees for interest were remitted.

The 50 rupees were won in a bet that he would eat 50 plantains, one seer of sugar, and one seer of ghee; and the Bhaee assigned him payment from a banker; but he refused to take it, and had never received it, and that the reason for its being entered as expenditure could not be known to him.

(No. 4.)

600 Rs. and 1 Bullock—*Chotumlal Bapabhye* denies any knowledge of either transaction, or of any reason for these being entered in the Wudwan accounts.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

(No. 5.)

100 Rs./100 Rs., and 200 Rs.—*Roodurjee Nundeeram* denies all knowledge of the transactions, or why they have been entered in the accounts.

(No. 6.)

200 Rs.—*Mahdooraee Goolabraee* denies any knowledge of the matter; and states that, while over the sequestration of the kattees' share of Wusutree, he had nothing to do with Wudwan.

Second Enclosure to Government Letter No. 21, dated 15 January 1846.

(No. 7.)

YAD from Wudwan.

1. *Jemadar Munsharam Ooderam.*—This explanation which he has made is correct.

2. *Jemadar Soobhansing Rullunsing.*—The explanation given by him is correct.

3. *Jetoojee Wusunjee.*—The Durbar does not know whether he received the money from the Durbar. The explanation of the bet on eating the plantains is correct. As to the item of 115, it is as he has explained.

4. *Chotumlal Bapabhye.*—After your visit, we inquired of Sha Dya, and intended sending a trustworthy man to Ahmedabad to inquire; but the Dya said it had not been taken, but had been credited by the bankers without name (in the name of Sha), but that he had forgotten to mention it before. On hearing this, we were not satisfied; but told him that we should take it from him with interest, as he and the Shet would have appropriated the money, throwing suspicion on respectable men's character. After some time, he replied, and 600 rupees and the interest, altogether 900 rupees, are given credit now by the Shet in the settlement for Nagnes, and are entered in the accounts for 1900 sent to the Sirkar. Thus it appears that a false entry had been made in the Durbar chopras; and, considering this, Chotumlal's explanation is above suspicion.

5. *Mehta Roodurjee Nundeeram.*—Sha Dya wrote the entries in the chopras, and he having falsely entered that for Chotumlal, how can it be said that this against Roodurjee is true? But Dya took credit for it, and whether or not, if he gave he will know.

6. *Mehta Mahdooraee Goolabraee.*—On inquiry, it does not appear that this can be proved against him.

Thus are the explanations as we have above written. Our delay in reply has arisen from it being necessary to obtain Dya's agreement, and the inquiries for which we have sent our people to you six or seven months have now passed, therefore we have now sent a reply with particulars.

1902 Magshur Wud 3d.
(16 December 1845.)

(True translation.)
(signed) *A. Malet*, Political Agent.

No. 3096.

MINUTE by the Honourable the Governor, concurred in by His Excellency the Commander-in-Chief.

I DO not think these explanations are altogether satisfactory, but I am not aware that we can do anything more except in the case of the Jemadar Munsharam. If while in the service of Government, and stationed at Wudwun, the jemadar's son is allowed to enter the service of the Wudwun Durbar, and to receive presents, a door is opened for the greatest abuse. The jemadar must take his choice; either he or his son must, I fear, be obliged to resign their present employment.

But on this point I shall be glad to be favoured with the opinion of my colleagues, as such a decision may appear a hardship.

(signed) *G. Arthur.*
T. M'Mahon.

24 March 1841.

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

MINUTE by the Honourable Mr. *Crawford.*

No. 3097.

I AM not aware of the justice or expediency of the principle that, if the father is in the service of Government, his son shall not enter the service of a native State in connexion with it, and receive all the advantages usually attached to such employment. If presents are recognised benefits in the latter service, I do not see any reason why the son should not receive them; if they are not so recognised, or are objectionable in other respects, they should be discontinued, but I do not think our interference should go further than this.

(signed) *J. H. Crawford.*

MINUTE by the Honourable Mr. *Reid.*

No. 3098.

THERE is no moral wrong in the son being in the service of Wudwan, and receiving presents and emoluments as the other servants of the state, while the father is stationed at that Durbar on the part of Government; but the father is placed to control, in some degree, and to watch the proceedings of the native state, and the question for us to decide is whether we think he can well fulfil that duty while the son is so employed. I think not, since I should have but little confidence in a man whose interest might in this state of things be so readily opposed to his duty. If, therefore, the son remains in the service of Wudwan, I think the duty attending that Durbar on the part of Government should be entrusted to some other person than the father, who might, if occasion offered, be elsewhere employed.

25 March. (signed) *L. R. Reid.*

MINUTE by the Honourable the Governor, concurred in by His Excellency the Commander-in-Chief and the Honourable Mr. *Reid.*

No. 3099.

THE circumstances noticed by Mr. Reid were in my mind when I recorded my Minute on this subject.

The jemadar is placed at Wudwan for a certain purpose; his son may be employed and may receive presents from Wudwan, but this renders the father incompetent for the duty given to him, and there is nothing to prevent his being bribed and corrupted indirectly through his son. I do not mean to say that this will occur, but any one acquainted with native states will infer that it is very likely to occur; and hence the option I have proposed should be given to the parties to relinquish either one or other of the employments.

(signed) *G. Arthur.*
T. M'Mahon.
L. R. Reid.

MINUTE by the Honourable Mr. *Crawford.*

No. 3100.

THE opinion of the majority of the Board must be acted upon, but my opinion has not undergone any change.

(signed) *J. H. Crawford.*

No. 1565 of 1846.

No. 3101.

From *J. P. Willoughby,* Esq., Chief Secretary to Government, Bombay, to *A. Malet,* Esq., Political Agent in Katteewar.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, No. 21, dated the 15th January last, submitting explanations

Entries in Accounts of Persons having received Money from the Wudwun Durbar.

explanations from the parties enumerated in the margin,* in regard to the sums entered against their names in the Wudwan chopras, as presents given to them by that Durbar.

2. In reply, I am desired to inform you that the Governor in Council does not consider these explanations to be altogether satisfactory, but he is not aware that Government can adopt any further measures except in the case of the Jumadar Muncharam.

3. This individual, whose son it appears has taken employment in the service of the Wudwan Durbar, is stationed there on the part of the British Government, to control in some degree, and to watch the proceedings of that Durbar.

4. There is no moral wrong in the son being so employed, and in his receiving presents and emoluments as the other servants of the Wudwan state, while the father is stationed at that Durbar on the part of the British Government. The Governor in Council is nevertheless of opinion that, under the circumstances, the father cannot well fulfil the duty with which he is entrusted, since but little confidence can be placed in a person whose interest might, in this state of things, be so readily opposed to his duty.

5. If, therefore, the son is desirous of remaining in the service of the Wudwan state, the duty of attending that Durbar on the part of the British Government should be entrusted to some other person; but, on the other hand, should the father prefer continuing in his present employment, the son must resign his situation under the Wudwan Durbar.

6. The Governor in Council requests that you will be pleased to give the option mentioned in the preceding para. to Muncharam and his son.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 22 April 1846.

(True extract.)
(signed) A. Malet, Secretary to Government.

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* Chotumlal, Mahadhooraee Golabraee, Jetoojee Wursunjee, Soobajee Jumadar Muncharam, Roodurjee Nundeeram.

Dismissal of Roodurjee Nundaram.

Dismissal of Roodurjee Nundaram, a Mehta on the Kattywar Political Agency Establishment, for Bribery.

EXTRACT Political Letter from Bombay, dated 31 October (No. 115) 1849.

Para. 3. A CHARGE of bribery, particulars of which are given in Collection No. 3, having been proved against Roodurjee Nundaram, an attachment mehta on the establishment of the Political Agent in Kattywar, and the conduct of that individual being open to suspicion in other respects, we have authorised his dismissal, and have prohibited his re-employment.

EXTRACT Political Letter to Bombay, dated 13 February (No. 3), 1850.

Kattywar.

Para. 5. WE regret to observe that another native officer employed under the Agency, Roodurjee Mehta, has been convicted of bribery, and interdicted from future employment.

No. 9036.

Extract Bombay Political Consultation, 8 November 1848.

Persian Department.

SUBSTANCE of a PETITION from *Vakeel Mehta Doorgadass Dayaram*, of Talooka Wurwhan, to the Honourable the Governor in Council, dated 12th, and received 22d March 1848.

THE geerasia of Monje Lutoora, talooka Wurwhand, having stated that he gave through me a bribe of 60 rupees to Goolabroy, I was sent for and examined. Out of regard for the talookdar, and for fear of Goolabroy, I falsely stated at first

Dismissal of Roodurjee Nundaram.

first that I had received the money. I intended to state the truth when called upon to make a deposition on oath; I was, however, not sworn, and after a reference to Government, the Political Agent in Kattiawar sent for me, and told me that I would not be allowed to go to the Agency. On this, I told Captain Lang that the money was given to Goolabroy, and that I was ready to prove the truth of my statement. There were other items of bribe in my accounts, and when I was questioned regarding them, and was promised protection, I furnished the requisite information. Of the opium which was seized through the assistance of Desaee Kurrishunkur, of talooka Wussawar, a part only was sent to Government, and the remainder was embezzled by Mehta Roodurjee Nundiram; he also received some bribes. I brought these circumstances to notice, and proved the truth of my statement by documentary and oral evidence. This matter should be tried in a court, and the party concerned in it should be suspended from office, and required to furnish a security for appearance. No notice was taken of the case, and the party has been allowed to resume his office. Although I have faithfully served Government, I have been ruined. Although the above charge of bribery and several others have been proved against Goolabroy, and although I am ready to prove some more against him, he has been continued in the service of Government. I do not know why I should not be allowed to go to the Agency, I therefore request your Honour in Council to permit me to resume my work. I applied to Captain Lang on the subject, but have received no reply; I therefore beg that he may be directed to allow me to resume my work, and to inquire into my complaints.

(signed) *C. J. Erskine*,
Deputy Secretary to Government.

Government, No. 127 of 1848.—General, No. 662.

Political Department.

From the Political Agent in Kattewar to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

No. 9037.

Sir,

In acknowledging the receipt of your letter of the 1st instant, calling for my report on the petition of Wukeel Mehta Doorgadass Duyaram, forwarded with your order of the 20th April last, I have the honour to refer you to my letter of the 8th September 1847, and its several accompaniments; and beg to state, that as I suspected the evidence given by the petitioner at the time, I was not satisfied of the truth of it as far as it implicated himself in the appropriation o one-half of the money received from the Latoora Grassias in the name o Goolabraee Umbasunkur, till he produced the books of the sowcar with whom he dealt at Rajcote, and showed me that a similar sum had been credited t him about the time the bribe was paid, although the purpose for which it ha been received was not stated. It is impossible, I think, now to get over thi and the other evidence against this wukeel; and the assertion in his presen petition that he would have told a different story had he been examined o oath, only shows how utterly untrustworthy he must be. The charges agains the attachment mehta Rooderjee, alluded to by the petitioner, have been care fully investigated; but I expect to be able to throw some further light on th most important of them when I visit Wasawur, where the mehta in questio was employed, and which I purpose doing on my way to Bhaonuggur to settl a number of boundary disputes in that part of the country. The result shal be reported hereafter for the information of Government. The petition o Doorgadass Dayaram is returned herewith.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Kattewar Pol. Agency, Camp Teembree,
16 September 1848.

Dismissal of Roodurjee Nundaram.

No. 9038.

MINUTE by the Right Honourable the Governor, subscribed to by the Honourable the Board.

THE petitioner should be referred to the Political Agent, Katteewar, who will inform him that Government sees no reason to interfere in his favour; Major Lang's further reports, promised in the latter part of his letter, may be awaited.

24 October 1848.
(signed) *Falkland.*
W. Cotton.
L. R. Reid.
J. P. Willoughby.

No. 9039.

No. 4556 of 1848.—Political Department.

From *A. Malet,* Esq., Chief Secretary to Government, Bombay, to Major *W. Lang,* Political Agent in Katteewar.

Sir,

WITH reference to your report, dated the 16th ultimo, No. 662, on a petition from Mehta Doorgadass Duyaram, dated the 12th March last, I am directed by the Right honourable the Governor in Council to request you to inform the petitioner, who has been referred to you, that Government sees no reason to interfere on his behalf.

2. I am at the same time desired to state, that his Lordship in Council awaits the further report promised in the latter part of your letter.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 31 October 1848.

No. 4557 of 1848.

No. 9040.

RESOLUTION of Government in the Political Department.

WITH reference to the translation of a petition from Mehta Doorgadass Duyaram, dated the 12th March last, ordered, that the petitioner be referred through the Persian Department, to the Political Agent in Katteewar, for a reply.

(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 31 October 1848.

No. 5191.

Extract Bombay Political Consultation, 27 June 1849.

No. 2654 of 1849.—Political Department.

From *A. Malet,* Esq., Chief Secretary to Government, Bombay, to Major *W. Lang,* Political Agent in Katteewar.

Sir,

I AM directed by the Right honourable the Governor in Council to draw your attention to the 2d para. of my letter, dated the 31st October last, No. 4556, and to request that you will submit as early as practicable, the report promised in your communication of the 16th September preceding, No. 127, regarding the charges of corruption preferred by Mehta Doorgadass Duyaram against Mehta Roodarjee Nundeeram.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 18 June 1849.

Dismissal of Roodurjee Nundaram.

No. 8649.

Extract Bombay Political Consultation, 18 October 1849.

Government, No. 136 of 1849.—General, No. 701.—Political Department.

From the Political Agent in Katteewar, to *A. Malet*, Esq., Chief Secretary Government, Bombay.

Sir,

WITH reference to your letter of the 18th June last, requiring my report on the charges preferred by Mehta Doorgadass Duyaram against Mehta Roodejee Nundeeram, I have the honour to forward copies of my second assistant Mr. Barr's letters, giving the result of his investigation of the whole of these charges, from which you will observe, that that officer considered one of the accusations of bribery fully established against him, and several of the others exceedingly suspicious. Mehta Rooderjee Nundeeram has not therefore been reinstated from the suspension in which he was placed, when these charges were brought forward, and I consider that he ought not to be employed again under this Agency. The depositions are very voluminous, and I have not therefore sent translations of them, as they will not, I imagine, be required.

2. I was desirous of obtaining some further information regarding the accusation reported on in Mr. Barr's second letter, of Rooderjee's having made a false report of the limits within which a robbery was committed, when he was on attachment duty at Wusawur; but although my assistant, Mr. Black, endeavoured when we were on the spot to settle the point, he was unable satisfactorily to do so, on account of the absence of some of the parties, and I doubt whether the boundary has ever been sufficiently defined to admit of a positive decision on the subject. This case, however, was the one in which Rooderjee was convicted by Mr. Barr of taking the bribe, and even if no further evidence is forthcoming, I consider this sufficient ground for making the Brahmin who suffered, refund to the Noanugger authorities the amount levied from them in excess of that claimed in the first petition from the Wusawur Desaee.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Katteewar Pol. Agency, Rajcote,
15 September 1849.

Forwarded to Mr. Chief Secretary *Malet* with Letter No. 701, Consultation No. 136, dated 15 September 1849.

To the Political Agent in Katteewar.

Sir,

THE accompanying depositions and proceedings have reference to several charges brought by one Doorgadass against an attachment mehta under this Agency.

2. The witnesses in the case have, with few exceptions, been examined by Mr. Black, but, agreeably to the instructions you lately favoured me with, I have made some further investigation into it, and now propose to acquaint you with the result.

3. The charges are not distinctly set forth in any of the accompanying papers, but are to be collected from a mass of evidence, and therefore, for facility of reference, I shall specify them separately, and endeavour briefly to consider the evidence bearing upon each. The charges (which I shall letter) are as follows:

A. That Roodurjee surreptitiously kept back a large quantity of smuggled opium, which had been seized through his instrumentality at Wusawur in the year 1841.

B. That in the same year he extorted 35 rupees from a person named Mohamed Hajee, a resident of Wusawur, by threatening him with an accusation to Government of having had dealings in smuggled opium.

C. That in the year 1845, when a quantity of confiscated opium was sold, he received a bribe of 135 rupees from Huree Shunkur, of Wusawur, within whose limits it had been seized, under the pretence of having secured to him singly the whole of the Government reward, and prevented its division amongst all the shareholders of Wusawur.

D. That he received 50 koories from Hurreeshunker in the year 1841 as a bribe for not pushing inquiries he had been directed to make into a complaint laid against Hureeshunkur for having had criminal intercourse with the wife of a Mehman, of Wusawur.

E. That Hureeshunkur gave him 100 rupees in the year 1845 to screen himself from the displeasure of Government, with which Roodurjee had threatened him when a case of traga was under investigation.

Dismissal of Roodurjee Nundaram.

F. That in the year 1846 he took 100 rupees from the amount of compensation awarded to a Brahmin for a robbery, under the plea that he had expedited the award.

G. That Govindjee, a shareholder of Wusawur, gave him bribes of different sums, amounting in the aggregate to 110 rupees and 13 ½ koories; and that Roodurjee received an underground store of grain in lieu of this money.

H. That Gowreeshunkur, of Wusawur, paid him 50 rupees to secure his good offices in some inquiries which were going on regarding a piece of land said to be common property, on which Gowreeshunkur wished to build a house for his private accommodation.

4. A. There appears to me to be strong grounds for believing that the whole of the opium seized was not brought to Rajkote, and that Roodurjee may have appropriated much of it, but so long a period has elapsed since the transaction took place, that proof positive would be almost impossible of attainment, and as the ends of justice do not loudly demand great efforts to obtain it, I consider that it is advisable to give Roodurjee the benefit of the doubt in this instance, for the difficulty already experienced in procuring information tending to the detection of the very prevalent illicit trade in opium is sufficiently great, but would be much increased were an impression to get abroad that no lapse of years would present an impediment to scrutiny into the conduct of informers or screen them from malice of enemies or faithlessness of accomplices.

5. B. There is no evidence, in my opinion, to show that the 35 rupees got further than to the hands of Hureeshunkur.

6. C. Twenty-five rupees of the amount are said to have been paid from the shop of Mehman Shukoor, but there is no proof of this. The remaining 110 rupees Roodurjee acknowledges to have received, but declares that they were not paid as a bribe, but as part of some money transactions then existing between him and Hureishunkur. The two witnesses said to have been privy to the bribe do not testify to it. This instance I conceive has not been proved.

7. D. The amount is entered in Shakoor Ibriahim's chopra, but the reason for payment, namely, " to give as a bribe to Roodurjee," is evidently an addition to the original entry. Indeed the gomasta, on being questioned, admitted the fact, and attempted to excuse it. I would therefore exonerate Roodurjee from this charge.

8. E. Hureeshunkur states, that the 100 rupees were paid to Roodurjee through Doorgadass Sewukram, the servant of Anuntjee Kuchee, from whom 127 rupees had been borrowed. Doogadass Sewakram at first denies all knowledge of the payment; but when an account in his own handwriting is produced, he acknowledges the correctness of an entry showing that 103 rupees had been paid to Roodurjee on account of Hureeshunkur. He declares his ignorance, however, as to whether the money was paid as a bribe, or in part of "lenden," which had long existed between Roodurjee and Hureeshunkur. That money transactions were carried on by Roodurjee with different shareholders of Wusawur, is not denied; and, in the present instance, it appears that Roodurjee lent Hureeshunkur 100 rupees, to enable him to pay his tribute. It is of course most difficult to distinguish what sum came under the denomination of bribes, and what under the head of debtor or creditor in these transactions; but when it is considered that the " lenden" was against all orders, and secretly carried on by a Government servant, the impression is strong upon my mind that Roodurjee did not refuse gifts, which were but too readily offered, and could so easily be cloaked.

9. F. The evidence, in my opinion, clearly criminates Roodurjee, so far as 75 of the 100 rupees are concerned, and I see no cause sufficient to make me doubt the testimony of the Brahmin regarding the remaining 25 rupees.

10. G. This instance is so much involved in matters connected with money transactions between Roodurjee and the shareholders, that I cannot positively assert that a bribe was given, although I strongly suspect that the whole of the grain was not paid for.

11. H. Twenty-five rupees are said to have been paid on the guarantee of Govindjee, who has included that amount in the charge lettered G. The remaining 25 rupees are said to have been given on the guarantee of Govindjee's mother. The repayment of the whole 50 rupees by Gowree Shunkur, in proportions of 25 each, to Govindjee and his mother, is stated, but not clearly proved, in my opinion, as the witnesses are not disinterested ones.

12. There are three writings amongst the papers connected with the proceedings of this case, said to be in Roodurjee's own handwriting. Roodurjee admits that the one, on Hurreeshunkur, directing him to send in 154. 8. by a horseman, if 100 had not already been paid to a Sonee, named Gela, is in his own hand, but declares that the two others are forged, although the similitude is so great that all except himself would be deceived by them.

13. The first of these writings proves, I think, that Roodurjee was very much to blame, not only for having money transactions, but also for the manner in which they were carried on. A horseman is sent to enforce payment, and a second threatened in case of delay. This, however, could scarcely be a case of bribery; for Roodurjee would not have acted so openly

Dismissal of Roodurjee Nundaram.

openly had it been so, or sent a written document which might have been brought in evidence against him at any moment, had his threats roused feelings of vengeance.

I have, &c.
(signed) *J. T. Barr,*
Assistant Political Agent.

Rajcote, 16 May 1848.

To the Political Agent.

THERE is a complaint of the Jam of Nowanuggur against Roodurjee, which you forwarded to me at the same time as I received the charges above alluded to. This complaint I have not yet had opportunity of investigating, but shall do myself the honour of reporting upon as soon as possible.

(signed) *J. T. Barr,*
Assistant Political Agent.

To the Political Agent in Katteewar.

Sir,

I HAVE carefully examined all the accompanying papers relating to certain charges of the Jam of Nowanuggur, against an attachment mehta on the establishment of this Agency, and have the honour to make you acquainted with the result of my investigation.

The charges are two in number; 1st, that Roodurjee, when deputed to report upon the locality of a robbery, falsely represented it to be within the Nowanuggur territory, and 2dly, that through his instrumentality the amount of compensation levied from that state was greater to a very material extent than what the plundered person had himself stated as the value of his stolen property.

At the time when these occurrences took place, Roodurjee had charge of the attachment of Wusawut, a subject of which was the sufferer concerned, and it is alleged therefore, that motives of self-interest prompted him to make the report regarding the locality of the robbery, placing it within the bounds of Nowanugger, when in reality it was in the limits of Wusawur itself, and that the same causes operated in influencing him to cause the award of a compensation greater than the actual loss incurred.

In a former report, dated 16th May last, regarding numerous other charges brought by Doorgadass against this same mehta, I had occasion to remark on the evidence bearing upon one, accusing him with having received 100 rupees from the amount of compensation awarded to a Brahmin for a robbery, under the plea that he had expedited the award, and I gave it as my opinion that the charge was established.

I find that that robbery is the same as the one now under consideration, and suspicions were therefore excited in my mind against Roodurjee of having acted as ascribed to him; but on looking over the accompanying papers it appears that the first petition referring to the robbery, and all the subsequent replies and rejoinders, were received by your predecessor in the customary manner, and that each of them bears his signature under the different sheras, the last being a positive injunction to Nowanuggur to pay the amount of loss without further delay.

To a shera written in reply to accusations sent against Roodurjee in consequence of his report of the locality of the robbery, your predecessor's signature is also affixed, and likewise to the orders issued regarding the amount of damages, when a letter mentioning a smaller amount, said to have been written by one of the Desais of Wusawur, is produced by Nowanuggur.

The subject, doubtless, received minute attention when all these orders were issued, repeated, and enforced by the imposition of Mohsuls; therefore, I humbly represent that in my opinion it would be useless to reconsider the matter, and not necessary.

I have, &c.
(signed) *J. T. Barr,*
Assistant Pol^l Agent.

Ragkote, 18 July 1848.

No. 8650.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane.*

MAJOR LANG may be informed, that as one accusation of bribery was proved against Rooderjee Nundrain, and as several others, though not proved, were exceedingly suspicious, this person, as proposed by them, should not be employed in future.

The amount levied from Nowanuggur as compensation for a robbery in excess of that first claimed, should, as suggested by Major Lang, be refunded by the person who received it.

(signed) *Falkland.*
J. P. Willoughby.
D. A. Blane.

9 October 1849.

Dismissal of Roodurjee Nundaram.

No. 4389 of 1849.—Political Department.

No. 8651.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent, Katteewar.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, with enclosures No. 136, dated the 15th ultimo, relative to certain charges of bribery preferred by Doogadas Dugarain against an attachment mehta named Rooderjee Nundram.

In reply, I am desired to inform you, that as one of these charges has been proved, and as several others, though not proved, are exceedingly suspicious, his Lordship in Council approves of your intention not to employ Rooderjee in future.

3. The amount levied from Nownuggur, as compensation for a robbery, in excess of that first claimed, should as suggested by you, be refunded by the person who received it.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 16 October 1849.

(True extract.)
(signed) A. Malet, Chief Secretary.

Charges against Rughoonath Rao Ragoba.

Charges of Bribery against Rughoonath Rao Ragoba, Head Accountant of the Kattywar Political Agency.

EXTRACT Political Letter from Bombay, dated 14 December (No. 111) 1850.

Kattywar: Complaints against Political Agent's Native Establishment, Coll. No. 21, Pol. Cons. 1850, 22d May; Nos. 3924 to 3926; 4081 to 4083; 12th June, Nos. 4913 and 4914 A.

25. THE proceedings which form Collection No. 21, refer to complaints made by certain individuals against some of the members of the native establishment of the Political Agent at Rajkote. We have, for the reasons indicated in the proceedings, deemed interference to be unnecessary.

EXTRACT Political Letter from Bombay, dated 15 November (No. 114) 1852.

4. As connected with the 25th paragraph of our Political Despatch, dated 14 December, No. 111, of 1850, we beg to forward to your Honourable Court an extract from our proceedings on the subject of an investigation held by Captain J. T. Barr, Acting First Assistant to the Political Agent in Kattywar, of charges of bribery preferred against Rughonath Rao Raghoba, head accountant of that Agency, on a portion of which charges he was convicted by that officer. For reasons, however, mentioned in our proceedings, we considered that no conclusive proofs had been established of the guilt of the accused on any of the charges investigated by Captain Barr, and we accordingly annulled the conviction recorded by that officer.

EXTRACT Political Letter to Bombay, dated 30 March (No. 11) 1853.

9. CHARGES were preferred by one Bhutoor Veneeram against Rughoonath Rao Ragoba, head accountant of the Political Agent's Office, two of which (being charges of bribery) Captain Barr, who conducted the investigation, and Lieutenant-colonel Lang, who reviewed it, and took some additional evidence, considered to be proved. Your view of the case was entirely different. You informed

informed Lieutenant-colonel Lang that "Government has seldom received a case so devoid of conclusive proof against the accused, or, in fact, so unsatisfactorily conducted, as the present one," and that there was, in your opinion, a conspiracy against the accused. You, however, empowered Lieutenant-colonel Lang to remove Rughoonath from employment if he had lost confidence in him; but Lieutenant-colonel Lang was unwilling to act on this permission in the case of a man whom Government regarded as innocent.

Charges against Rughoonath Rao Ragoba.

10. This result of the inquiry is most unsatisfactory, for either a corrupt public servant has been acquitted and retained in office, or the Political Agent and his Assistant are proved to be incompetent judges of evidence, having been convinced of the guilt of the accused on grounds which you regard as utterly inconclusive.

11. We must remark that the errors which you deemed to have been committed in conducting the inquiry, consisted chiefly in the omission to take certain evidence; and it would have been far preferable, instead of at once annulling the conviction, to direct that the inquiry should be re-opened, and the evidence taken.

12. We will add that Lieutenant-colonel Lang's subsequent letter, dated 24th June 1852, appears to us to remove several of your objections; and though we do not order a re-investigation of this case, which would probably be attended with no satisfactory result, we must impress upon you the very great importance, in all cases of judicial inquiries of this description, that no pains should be spared, and no measures omitted, which may lead to a more satisfactory conclusion than has been arrived at in this case. It is desirable that the future conduct of Rughoonath Rao should be most carefully watched.

Extract Bombay Political Consultation, 22 May 1850.

Persian Department.

No. 3924.

SUBSTANCE of a Petition from *Umersee Anundjee*, inhabitant of Katteewar, to the Right Honourable the Governor in Council, dated 11th, and received 31st January 1850.

WHEN Major Lang was appointed Political Agent in Katteewar, he sent for one Bappoojee Duyashunker, a Wurgnaggur Nuggur Bramin, inhabitant of Ahmedabad, who was employed on a small salary at Suddra, and at once gave him the situation of Foujadaree first karkoon, on a salary of 75 rupees per mensem. He is not required to perform the duties of the Foujdaree department, but has been entrusted with the Hoozoor territorial business, and the affairs of all the states. He has combined with Natra Mehta, the first karkoon of Lieutenant Black, Second Assistant to Political Agent, Ootwundass Mehta Malla and Betoboro, and is actually plundering the country; but as he is a favourite of Major Lang everybody is quiet, and no one ventures to say anything. Although complaints have been received from different quarters regarding his corrupt conduct, no inquiry appears to have yet been instituted. When the disputes between the Jam of Nownuggur and the heirs of Shet Soonderjee were under inquiry, lacs of korees were held in deposit in the Government treasury. When the matter was disposed of, Government issued orders to pay the money to Dossa Shet of Kutch, agreeably to the writings of Soonderjee's heirs; but Bapoojee and others having made arrangements with Shet Humsraj for bribes to the amount of thousands of korees, misrepresented matters to Major Lang, and had the Government orders set aside. More than 10,000 of korees must have been spent; but there is a writing of Shet Humsraj for that sum. Bapoojee's name is not openly mentioned in the document. It is stated therein, "When I get the korees from Government, I will pay 10,000 korees to the said party." When this writing was submitted to Major Lang, he, with a view to protect Bapoojee, had it inquired into by Lieutenant Black and his karkoon, Maka Mehta; he therefore saved Bapoojee, and dismissed the case. As there were proofs against Wula Mehta and Ootwundass, they were made to refund the korees. As no inquiry was made in regard to Bapoojee, he has been encouraged to pursue his former course of conduct. A Brahmin, by name Moolshunker, who was concerned in this very case of Shet Humsraj, has lately

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lately been employed as karkoon on a salary of 20 rupees; and Bapoojee receives bribes through him. Moolshunker received 250 korees; and Madee Aslea got 200 korees. The account books of Poonja Shemjee Malajee furnish evidence on this subject. These books were sent for by the sirkar, but they were, I do not know how, returned without being examined. If Government wish to have this, as well as several other matters inquired into, a competent officer should be deputed from Bombay, when all the corrupt proceedings will come to light. When the officer comes here, he should issue a notification, telling the people to submit without fear their representations regarding the oppressive and corrupt conduct of Bapoojee, Matra Meha, and their accomplices. If this be done, their dishonest conduct will at once come to light.

(signed) *C. J. Erskine,*
Deputy Secretary to Government.

No. 3925. MINUTE by the Right Honourable the Governor concurred in by his Excellency the Commander-in-Chief and the Honourable Mr. *Blane.*

IT is probable that this petition is under a fictitious signature; the original and its substance may be sent to the Political Agent in Katteewar, for such attention as he may deem advisable.

(signed) *Falkland.*
W. Cotton.
4 May 1850. *D. A. Blane.*

No. 2208 of 1850.

No. 3926. From *H. E. Goldsmid,* Esq., Secretary to Government, to Captain *H. Aston,* First Assistant in Charge, Katteewar Political Agency.

Sir,

I AM directed by the Right honourable the Governor in Council to transmit to you, for such attention as you may deem advisable, an original petition (accompanied by an English version), purporting to proceed from an individual named Amursee Anundjee, dated the 11th January last, complaining of the conduct of some members of the native establishment of the Katteewar Agency.

I have, &c.
(signed) *H. E. Goldsmid,*
Bombay Castle, 4 May 1850. Secretary to Government.

Persian Department.

No. 4081. SUBSTANCE of a Petition from *Lukureechund Lallchund,* residing at Rajcote, to the Right Honourable the Governor in Council, dated 15 December 1849 and received 19 January 1850.

AT present in this (Prant) province, in consequence of the perpetration of oppressions, murders, robberies and plunders being passed over without proper inquiry, the karbharrees receive bribes of thousands of rupees, and the cases of those parties who would not give bribes are not properly disposed of; and the cases of many persons have been neglected. These persons are kept daily attending at the bungalow of the Political Agent, and running after his swarree for the 10 and 11 months, entrusting their regular avocations of khetee (cultivation) to the hands of servants during the period. In this manner they suffer much; it is not within recollection that the Political Agent thoroughly investigated the business of any single person and disposed of it. In all affairs there has been a tendency to partiality; just cases have been decided to be unjust, and *vice versâ,* and none has been finally decided. In the time of Messrs. Barnwell, Erskine, Willoughby and Blane, such occurrences never took place. If Government will depute a new officer for holding an inquiry, I am prepared to establish the following facts, not otherwise.

1. The

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1. The inquiries which were going on respecting the bribes formerly and at present received by the public karbharree have been stopped, as also further instances of bribes since brought to notice remain neglected. If Government will state the reason of this indifference, I shall submit a statement of the names of the guilty parties, together with particulars connected therewith.

2. The karbarree of Joonaghur, Annundjee Amerchund, was convicted of faithless conduct, and, in consequence, was prohibited from managing the business of the talooka of Rajcote. But he is at present conducting the whole of the affairs of Rajcote, and the Political Agent also gets him to do a great deal of business. This man daily holds private interviews for four or five hours with a young woman named Baee Naneebee. The successor (in office) of Annundjee Ahmed Jemedar is a good man, and is descended from a good family. He is aware of the irregular proceedings of this Anundjee, but he is unable to speak out, because the Political Agent's regard for him is day by day increasing.

3. It may be urged that because this Anundjee gave notice (with proofs) of the birth of an illegitimate child in the Nawab's family, and because he protected the daughter of Ramaloodeen Khan, who was about to be murdered by the Nawab, her husband, for some misconduct, the Political Agent shows him more and more kindness: such is the opinion also current among the Nuggurs. But these reasons are all false, and fabricated by Anundjee alone, for screening and excusing himself. The facts in question were elicited by letters sent by the Nawab himself, and the father of the girl. The Nawab witnessed with his own eyes this act (misconduct), and was himself satisfied thereof, and therefore the Government believed it. Government would never believe a man once convicted of falsehood, or found guilty of misconduct, as this Anundjee was. How would they then have believed him in this respect? Goolabroy was formerly found guilty of misconduct which deserved dismissal, but he was only suspended for six months, and it was ordered that he should not manage business (moolkhee ram) any more. He, being a ryot of Joonaghur, and his brother, Madhaorao, are in the receipt of jemajee (allowance) from the Nawab. By his hands, Goolabroy at present receives bribes and carries on trade. Through this Goolabroy, Government at present get their business managed, and all the affairs of Joonaghur are likewise transacted through him. He writes private letters to the Nawab and Anundjee on public matters, and these parties also correspond with him in the same manner; and information obtained through such a correspondence is communicated by Goolabroy to the Political Agent, and his answer obtained and conveyed in his own private letters. It is very suspicious why the Political Agent does not conduct his correspondence in this respect publicly as usual.

4. It is true that a son of the Nawab of Joonaghur was produced by cunning and artifice. With this fact the Nawab was at first unacquainted; but, on its transpiring, he came to know that this Anundjee was concerned from the beginning to the end in the transaction, and faithlessly connected with some of his beebees, and was therefore displeased with him, but was helpless on account of the regard of Government upon him. But if the Nawab had been questioned on these points, he would have given all the information. Ramaloodeen, having the good of the Nawab in view, spoke once to Anundjee, which occasioned a difference between them. He is a kinsman, and takes his seat near the Nawab, so that Annundjee could not carry on his improper proceedings; therefore he unjustly brought forward accusations against his daughter, and caused her to be sent away to his house: she has been excessively oppressed. It will clearly appear so on investigation.

5. Tajoo Bebee had a dutiful son. His friends were, at the instigation of Anundjee, conducting him along with them, under pretext of taking a walk round the house of the daughter of Ramaloodeen, and by a preconcerted plan he was at once killed by a sword near the door of the house. The deceased had not got into her house, nor had he committed any faithless act towards her; and yet the murder was perpetrated before her door. The deceased always spoke in opposition to Anundjee, and therefore he was destroyed out of spite. A servant man of Tagoo Bebee, named Jeeturam, of Nagur caste, has been gained over by Anundjee, who took his cousin and lodged him at his house.

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house. The Political Agent did not take the least notice of this, nor of the letter from the Bebee, which was returned. In this manner an act of murder has been passed over, and Anundjee allowed, through bribes, which he is enabled to give from his riches, to silence every one, and have his own way in everything. Why do Government not inquire into this matter?

6. Poor people cannot get access to the Political Agent or his assistant on business, even after repeated applications for five and six days; but if Anundjee asks leave to speak to them, both officers immediately set aside public business, and grant him private audience for three and four hours. This indulgence enables him to give various assurances to the poor people, in presence of the public karbharrees.

7. This Anundjee gave a writing, holding himself answerable for three years to the sirkar for any loss that might result from defalcation, &c., in his management of Joonaghur during that period. Within this time, as indeed after it, he received bribes and committed many fraudulent and unbecoming acts in the Durbar of the Nawab, to his considerable losses, and at the expense of his character. Perceiving that the Nawab intended to dismiss him, he made misrepresentations to the Political Agent; and having obtained orders favourable to himself, forwarded them to the Nawab, and held out to him threats from Government in various ways; who, being an offspring of the great and master of the kingdom, out of respect to himself feared and put up with them. But the Government ought not to have interfered in such a business, because the Nawab is fully* to administer justice to his ryots and servants in every respect. Anundjee, who has been guilty of the above acts, is still permitted to accuse the Nawab for nothing.

* *Query?*—able.

8. The Political Agent looks suspiciously on those who appeal to the Bombay Government, and disgraces even a great raja who will not be swayed by his opinions in his private affairs; and, depending upon information given by Anundjee and others of his stamp, he conveys their misrepresentations to Government. The disgrace of the Rana of Porebunder is an instance in point, and the Raja of Moorvee has been watched with suspicion, because he made a petition to the Bombay Government. Anundjee is treated with great respect by all the karbarrees, in and out of the office; all the rest are treated with indifference by them.

9. On the arrival of the Political Agent in Katteewar, several petitions were presented. If an inquiry be made as to how many of these petitions were complied with, how many were rejected, and how many remain undisposed of, all the particulars will be known. If any one applies to the Political Agent on business, he refers him to his dufturdar, who tells the applicant that his business will be disposed of as soon as the Sahib gets leisure to come to the kutcherry; and never allows any one to visit him at home except Anundjee. The sheristadar attends to no one in the kutcherry, nor does he allow any one to see him at home. In this manner he conducts himself with great pride. I am not fully aware at present whether both these karbarrees receives bribes or not; as soon as I know it positively I shall report to Government. But at present they are very partial to Annundjee, which awakens suspicion. Goolabroy immediately attends to business on payment of a bribe, and also procures immediate access to the Political Agent.

10. The vakeel of Ramaloodeen Khan, by name Wullee Mahomed, is poor and avaricious. He brought a letter to the sirkar from the khan, in which several of Anundjee's fraudulent and oppressive acts were adverted to. With corrupt motives, the vakeel reported the contents to Anundjee, who bribed him and got him to alter the letter altogether, and to write in lieu unlimited accusations against the Nawab. Anundjee was convicted twice or thrice of misconduct, and as often publicly proscribed and removed from the service. He has been again permitted to transact business out of pure regard, disregarding all former notifications respecting him.

11. For the investigation of the above points, as indeed many others that may be brought forward, Government will be pleased, in view to the interest of their poor ryots being protected, to appoint Mr. Blane, who was formerly here, or the officer who was nominated Judicial Commissioner for the investigation

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tigation of the affairs of Chotabhoy, or some other officer equally competent, to form a commission.

(signed) *C. J. Erskine,*
Deputy Secretary to Government.

No. 4082.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*.

ALTHOUGH written under another name, it is very probable that this petition emanates from the same party from whom we have lately received another representation, preferring charges against some members of the Political Agent's establishment. The original of this petition, accompanied by an English version, should be sent to the Political Agent, in continuation of our late reference.

(signed) *J. P. Willoughby.*
D. A. Blane.

15 May 1850.

No. 4083.

No. 2306 of 1850.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, to Captain *H. Aston*, First Assistant Political Agent in Charge, Katteewar Agency.

Sir,

IN continuation of my letter of the 14th instant, No. 2208, I am directed by the Right honourable the Governor in Council to transmit to you a petition in original, accompanied by an English version, purporting to proceed from one Lukneechund Lallchund, of the 15th December last, preferring certain complaints against the members of the native establishment of the Katteewar Agency.

I have, &c.
(signed) *H. E. Goldsmid,*
Secretary to Government.

Bombay Castle,
18 May 1850.

Extract Bombay Political Consultation, 12 June 1850.

Cons. No. 67 of 1850.—General, No. 177.—Political Department.

No. 4913.

From Captain *H. Aston*, First Assistant Political Agent in charge, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to return herewith the original Guzerattee petition (and English translation) of Umersee Annundjee, referred for my report in your letter dated the 14th instant, No. 2208.

2. The particular subject of this petition was investigated by Major Lang, and the result reported in his letter No. 163, dated 27th October 1849; and the approval of his proceedings by Government was communicated in letter dated 22d November 1849, No. 5016.

3. As the enclosed translation of his recorded examination on the subject of the present petition will show that he has nothing further to adduce besides his gratuitous assertion, I trust the Right honourable the Governor in Council will approve of my not having done anything further in the matter.

I have, &c.
(signed) *Henry Aston,*
First Assist. Pol. Agent in Charge.

Katteewar Pol. Agency,
Camp Porebunder, 30 May 1850.

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Forwarded to Mr. Secretary *Goldsmid* with Letter No. 177, Cons. No. 67, dated 30th May 1850.

NOTE.

Amursee Annundjee questioned before Lieutenant Barr, Second Assistant Political Agent, as follows:—

Question. You presented a petition to the Bombay Government on the 11th January, and in it you made assertions relative to Government carkoons receiving bribes; have you any evidence to bring forward on this subject?—*Answer.* At present I have not any proof, and what I had formerly produced before the sirkar (the Political Agent and Assistants), and among these proofs before produced was the word mujkoor (aforesaid). Thus it was written; but the investigation of this (word) was not fully carried out; and on account of my producing proofs they began to oppress me, and. I therefore wrote the petition to Government.

Rajkote, 27 May 1850. (signed) *Ummursee Annundjee.*
(signed) *J. T. Barr.*

(True translation.)
(signed) J. Black, Third Assistant Political Agent.

(True copy.)
(signed) Henry Aston, First Asst. Pol. Agent in Charge.

No. 2816 of 1850.

No. 4914.

From *A. Malet*, Esq., Chief Secretary to Government, to Captain *H. Aston*, Assistant Political Agent in Charge, Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 20th ultimo, No. 177, relative to the petition from one Umersee Annundjee; and to inform you, that the Right honourable the Governor in Council approves of your proceedings therein reported.

I have, &c.
(signed) *A. Malet*,
Chief Secretary to Government.

Bombay Castle, 14 June 1850.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, 15 November 1851.

Government, No. 162.—General, No. 374 of 1851.

No. 8810.

From the Political Agent in Katteewar to *Arthur Malet*, Esq., Chief Secretary to the Government of Bombay.

Political Department.

Sir,

I HAVE the honour to forward a copy of a letter from my First Assistant, Captain Aston, together with a translation of the petition, and proceedings sent with it, on the subject of the anonymous petition therein alluded to, and which, as requested by Bhutoor Veneeram, in whose name it is written, I beg to return herewith. I have not kept any copy of it; but as some of the charges contained in it are so serious, and as the author of it has added forgery to his former offence of anonymous slander, Government will perhaps consider it proper that some endeavours should be made to discover the party or parties concerned in getting up this and former petitions of the same kind. In this case, I shall feel obliged by your sending the original petition back to me; and by your informing me whether, if the offender cannot otherwise be discovered, it would not be advisable to authorise the persons accused of such heinous crimes as are insinuated or directly charged in the present petition, to offer such rewards as they may be willing to give for the discovery and conviction of their calumniator.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Katteewar Political Agency,
Camp Mangrole, 20 September 1851.

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From Captain *H. Aston*, First Assistant Political Agent in Katteewar, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I HAVE the honour to forward an anonymous petition, reflecting on the character and conduct of individuals of this agency and others, which has been handed to me with the enclosed urzee, by a person well known here of the name of Bhutoor. The petition is addressed to the Right honourable the Governor in Council, and it would appear had been duly delivered as addressed; but though written in the name of Bhutoor, his signature not being subscribed, it was forwarded through the post-office to him to supply the apparent omission. Disclaiming all knowledge whatever of the paper or its framers, and deprecating the being suspected of having had anything to do with it, he delivered it to me, with a request that it may be returned through the Political Agent to the Right honourable the Governor in Council.

2. The anonymous petition exhibits internal evidence for inferring, that it was indited by one of that class of men known under the designation of Deccanees. It is in the handwriting of three persons. One of these, there appear reasons for inferring, must have been educated in Guzerat, that he may have been occupied with his pen in Katteewar. Another was probably a youth who has been educated in some school superintended by an European; at least, not in an ordinary native school. The third was one apparently educated in Katteewar.

3. I beg to enclose the rozkam of what passed between me and Bhutoor on his presenting his urzee.

I have, &c.
(signed) *H. Aston*,
First Assistant Political Agent.

Rajcote, 18 September 1851.

(True copy.)
(signed) W. Lang, Political Agent.

Forwarded to Mr. Chief Secretary *Malet*, with Letter No. 374, Cons. No. 162.

PETITION from *Truwaree Bhutoor Veneeram*, to Captain *Henry Aston*, First Assistant Political Agent in Katteewar, on the part of the Honourable Company.

ON the third of the dark half of the month of Bhadurwa, of the present year, I received by the Government post a packet addressed to me. Upon opening this, I found in it a petition addressed in my name to the Right honourable the Governor of Bombay, dated Shrawun Sood 1st, complaining of the misconduct of the Joonaghur Karbharee Unutjee, and of certain Government servants, &c., and soliciting arrangements on the subject. To this petition the members of the Council have affixed the following order: "The petitioner, in reply, is informed that, as his petition bears no signature, it is returned to him. Dated 3d September 1851." The petition in question having been returned to me with this order, I read it from beginning to end, and am distressed in consequence; for I never wrote it, nor is it in my handwriting. Some enemies of mine have committed this mischief, in order to bring false accusations upon me. But God helps him who has the truth on his side, for the petition bears no signature; and it having been sent to me, I became acquainted with its contents. If it had been referred to the Political Agent for investigation, I, a poor man, would have been ruined for nothing; but owing to my good fortune, it has not so happened, and the petition came to me direct. I know nothing with regard to its being written, and I therefore beg to hand it to you herewith in original for your information. I know nothing about it. This is my petition.

Dated 16 September 1851. (signed) *Truwaree Bhutoor Veneeram.*

P.S.—In the petition above alluded to it is written, "Concealing my own name, I formerly presented a petition to you in the name of another person." Of this also I do not know anything, for I never made a petition before. In the said petition it has also been stated that I was employed in the Customs department, but I never performed any service in that department. Previous to the receipt by me of the petition in question on the above date, I did not know that it had been or would be written. Some enemies of mine have done it purposely to have me accused falsely, and you will therefore be pleased to make an investigation on the subject.

Dated as above. (signed) *Truwaree Bhutoor Veneeram.*

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No. 2052.—Rajkamar Proceedings.

Truwaree Bhutoor Veneeram, by caste Shurmalee Brahmin, inhabitant of Gogo, at present residing in the Rajcote Poora, having appeared before me this 16th September 1851, presented a petition, with one addressed in the name of Bhutoor Veneeram, to the Right honourable the Governor in Council, dated 28th July 1851, and stated before me as follows: "Some one has made this petition in my name to Government, but I know nothing about its being written, nor do I know anything regarding what is stated therein; some one has falsely inserted my name in it. On my receiving this petition by the post from Government, with their order affixed thereto, dated 3d September 1851, No. 443, directing me to sign it, I became acquainted with the subject." On the said Bhutoor Veneeram's stating to this effect, he was questioned on the subject, and in reply he further stated as follows: "I did not write the petition myself, nor did I cause any other person to write it, nor do I know anything about it. Although I made inquiries about it, yet I could not discover its writer; I knew nothing about the petition, either before or after it was written, nor did I make any petition before to the Governor in Council, either in my own name or in that of another person."

Dated Sumvut 1907, Bhadurwa Wud 6th, Tuesday, corresponding with the 16th September 1851.

P.S.—*Q.* Why do you present this petition to me, which was sent to you by the Bombay Government?—*A.* Some one has written it falsely in my name, and I therefore lay it before you, in order that you may make inquiries with the view to find out the person who wrote it, and then to return it to the Bombay Government.

Dated Sumvut 1907, Bhadurwa Wud 6th, Tuesday, corresponding with the 16th September 1851.

(signed) *H. Aston,* First Assistant Political Agent.

(True translation.)

(signed) W. Lang, Political Agent.

No. 1244 of 1851.—Persian Department, 10 October 1851.

SUBSTANCE of a Petition from *Bhutoor Veneeram,* originally a Resident in Gogo, now in Rajkote, to the Right Honourable the Governor in Council, dated 28 July, and received 2 October 1851.

MY petition is that the British Government, being very just, allows no poor ryot to be oppressed; and yet there are some things which do not come to the notice of Government in this division, and many oppressive acts beyond all bounds happen to the ryots of Government. Conceive lacks of rupees in bribes in this talookah; and should the poor have any business to be done, every objection is made to them, that the opponents may give higher rates of bribes, so that finally every business is settled as they think proper, and those whose claims are proper cannot attain to them. Many people are ruined, and the complaint of the friendless does not reach Government. Should every talookdar, taking courage, resolve to send a petition to Government, it is returned with an order to apply to the agent, and that gentleman writes as he thinks fit, upon the false statements of his clerks, to Government on the subject; and thus the petitioner finally receives the orders of Government, and his hopes are never fulfilled, and the deceived Political Agent and his clerks become his enemies without cause; and from this enemy the petitioner is much injured. So no poor man dares to bring his complaint to Government; although very just, it becomes a vain idea; and if any bribery is heard of, the same answer is given. And now I have lived long in Gogo, and as my name is known in the districts, I send this petition in my name as follows: The Political Agent, when he understands certain people to be men of respectability, and they have committed any robberies on the road, sends the foot traces to be taken into some ignorant district, and should there be murder, a charge is concocted against an innocent man, or a false reason is shown up to the Political Agent, who has the matter hushed up (literally, makes it fly away); or should the case happen, conceals the matter immediately. In all these things the karbarees, taking bribes, deceive the Government, and I can prove this. Therefore, I having written a petition to Government, in the name of Lucmeechund Lallchund; on 15th December 1849, received an answer, dated 30th April 1850, to the effect, that the matter, being on inquiry, would be settled hereafter. Having heard this, I believed that a proper inquiry would be made, and that I would come forward in my own name and go on with the inquiry, so that the oppression of the poor be turned aside.

2 The people of this place think thus, that Mr. Willoughby, who was here, is no longer in Bombay; and Mr. Malet, who was also here, being his son-in-law, has a good place; and all the clerks in his time and before that took bribes and caused much deceit, and yet he was kind to them and will continue to be so; and when Mr. Frere was about to come here he

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he was stopped. Captain Lang, too, was about to come, and had been formerly an assistant here. So the karbharies were full of resolution: "No one will now prevail against us;" and from their speaking thus, I thought it would be easy to give a petition and conceal my name, and therefore made an anonymous petition, the Government will perceive, from this and a former petition. Moreover, on this subject I must inform the Government, that I suspect that if Government will not conduct an inquiry according to my suggestions, I shall certainly be ruined, but should Government make a proper investigation, I will show my real name, not before that; and therefore my petition was sent to the Political Agent, and as he wrote to Government, it was believed, and the inquiry was not proceeded with, and much of the business has been concealed, which was very extraordinary.

3. My name is now known by this petition; and I say, that now Mr. Willoughby is not in Council, and Messrs. Blane and Bell are both very just men, and aware of all customs of the country and regulations of Government; and, moreover, they have no partiality; and, having pity on the poor, they give the Governor good advice. Mr. Malet is also there, and if anyone should suggest any irregularity, he will not let it pass; and I, knowing this, because I saw Mr. Bell's justice at Ahmedabad, and Mr. Blane was a Political here, and came to Gogo, where I saw his justice, and no one will now be injured; and, therefore, I wrote a few things in my petition which are true, or if false, let a judicial gentleman be sent here, and he will be satisfied, and I will come forward and will prove all my statements. But should Goverment order the Political Agent to make the inquiry, or send this petition to him, I could not agree to that, and will deny everything; so I tell Government beforehand. Because Captain Lang is very cool and kind, and believes all that his karbharies say, and those who take much bribes he believes to be the most trustworthy servants. Therefore, I am not willing to have my business conducted by Captain Lang.

4. First, Goolabroy, and Bhugwanlal, and Ununtjee were in league together. Bhugwanlal, a very proper well-conducted person; but both the others were evil disposed, and caused Mr. Malet to alter all Bhugwanlal's propositions; and Goolabroy used to conduct the business of the Adawlut, and had charge of attachments; so that, being a serushtedar, he had a great habit of taking bribes; and had not these two persons been friends with Bhugwanlal, this person had never done such things. But, being now all of one mind, they take lacs of rupees from the people of this division, and have their arrangements and influence in Bombay. Before Captain Lang arrived, there was some inquiry into their bribery; but suddenly Captain Lang took pity on them, and one complaint being fixed on Bhugwan he was dismissed the Government. But Goolabroy was the chief person, but was not convicted; and, therefore, after six months' suspension, he was reinstated; and lost some steps in the service. Anuntjee, another chief person and sharer in the bribery, was convicted; and the honour of a chair, which had been granted, was withdrawn, and he was suspended from his business in Rajkote, and, as long as the Nuwab might entertain him, was confirmed to the work of Junagur; but, wonderful to say, no other punishment was awarded.

5. In the same manner, Jemadar Sayed Hamed was appointed, by the advice of Anundjee and the consent of Government, to do duty with the lady of this place (?). In the same manner, the kharbaree of Paleetana, Umrutlal, was his brother, and the Government wished to remove him, and in his place Sakurlal was appointed; and he is the son-in-law of the brother of Goolabraee, and Government thinks, no doubt, that everything will go well, and Goolabraee and Unendjee will take no bribes. But all the district work is in their hands, and they have great power for their offices, and take lacs of bribes, and confine all business, either Government or others. This Anundjee and Umrutlal, and others, are all in league, and are the movers of the Rajkote office and the business about farms.

6. I have heard that in this district Government have determined that the brothers and relatives of kharbharees shall not be employed in the district services, and should any one be in the district employ, their relations shall not be kept in the Political service; therefore the Political Agent at once discharged a son of Jemadar Muncharam of this place, and the brothers and cousins of Goolabraee may have formerly offended Government, and may be secretly maintained by the talookdars, being still in Government employ. This should be inquired into. Anundjee was appointed first of all to Junagur by Mr. Malet, with the consent of Government, and a writing was taken from him; but he has not acted up to it, but taken lacs of bribes; therefore the late Nuwab was about to examine his accounts, and he was stopped from coming to the Government House, and Hubeeb Khan appointed in his stead; and the Nuwab wished to see the whole matter proved on him, and to have him punished. Therefore Unendjee thought it would go hard with him, and therefore frightened him with reports to the agent; but the Nuwab, without caring for this, sent his own man direct to Rajkote with his letter to the Political Agent. And Unendjee afterwards became aware of this, perhaps, for he and Goolabraee, when papers were sent to Rajkote, despatched a horseman and took them from him, and did not allow him to give them to the gentleman, so that the Nuwab was helpless; yet Anendjee and Goolabraee agreed to give the Nuwab compensation, and Goolabraee reported the matter in a distorted form to the Political Agent, so that the Nuwab was abused. And when the Nuwab heard of this, though on the point of death, he left Junagur with the intention of visiting the Political Agent, who was at Moorubee, and telling the whole affair to him. The Political Agent having been informed of this design, removed his camp to Jeegoovarrah; then the Nuwab being helpless returned to Junagur, after going round by Rajkote and Moorubee. On hearing this, Anendjee was very angry, and said, "Never mind; I will take notice of this in a suitable manner." In the

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the meantime the Nuwab died suddenly of fever; no one knows the real reason, but Government should inquire, and it will be found out there are other subjects, which I am ready to prove. Unendjee exaggerated the Nuwab's bad habits and eating opium, and informed the Government, but nothing has yet been discovered besides this; there has been no inquiry, but there much confidence in his verbal statements. The Nuwab had no wish to enter into his deceitful tricks, and he therefore engaged direct in the deceit with the ladies of this place. At first the Nuwab was not aware he wished to ruin the Nuwab's character; but the Nuwab entertained the wish to punish him, but died, and therefore the matter was stopped. I can prove this.

7. When the Nuwab died, two of his ladies were "enciente," and it was well known the Nuwab was sick, when Anendjee wrote a letter in his name to Mr. Black, the Political Agent, and called him, in the hope that whatever gentleman might come, he should be able to keep down the people and deceive him, making arrangements as he pleased, and rob the Treasury. Thus the Nuwab died on Sunday, and the body was kept all night until the next morning, during which time much treasure was made away, when Mr. Black was informed the body was buried. The same day, Najoo Beebee's son, Mohubut Khan, the deceased Nuwab's brother and son-in-law of the Nuwab, of Radhampoor, was at Radhampoor, and he came to Junagur, and the treasure, we all remained under with Unendjee so many days. After that, Captain Lang made a punchayet of Unendjee, Mahomed Khan Babee, and Hubeeb Khan, and sent Goolabroy as president, having confidence in him; but Mahomed Khan, as he is a very weak old man, and therefore acted as Anundjee proposed, and Hubeeb Khan is very clever, but will care of himself, therefore I cannot speak of him; because when the Nuwab died, it is the custom to release prisoners, and Anendjee released the brother of Hubeeb Khan (Nuthoo Khan), and therefore Hubeeb Khan was put down, and became useless, and Goolabraee was on the side of Government, and there was no connivance between him and Anendjee, so that all that Anendjee wished he took from the Treasury, and only left five lacs of couries in the Treasury. In the meantime Mohubut Khan came, and was installed on the throne; and first of all his mother Najoobeebee petitioned Mr. Black to shut up the Treasury, so that gentleman put a sealing wax seal upon the door. If Government will inquire, I will show proof as to how much treasure Anendjee dissipated. Anendjee did report in a vague manner about the ladies being "enceinte," but that is all a mistake; and the Political Agent, being favourably disposed to Anendjee, made no inquiries. Goolabraee informed the Political Agent that the Nuwab of Radhunpoor had come to Junagur with Mohubut Khan with his army, and had created disunion at Junagur, and thus detracted from the character of so great a man; this is false, but no inquiry was made. After Mohobut Khan was put on the throne, his age being about 16 years, and Najoo Beebee being of full age, and being very clever, will be able to carry on the Government, on taking any respectable men with her, whomever the Government may think fit to appoint, or Mr. Aston, or Mr. Black, or Barr, may appoint; but Anendjee shall not be placed here, and his accounts should be examined. Therefore she gave a petition to this effect to the Political Agent, who took no steps to inquire; but thinking that the Government had no share in appointing Anendjee, became angry with the Nuwab and his mother, and appointed Anendjee for five years, and gave away the farms within the estate, according to the advice of Anendjee. With the hope that the tribute to Government and the relations with Rajkote, would be well kept up, and the ryots not oppressed, and the arrangements of this district conducted as other districts, he entrusted the settlement of Junagur to Anendjee. Accordingly, Rao Saheb Takarsabhaee, Goolabraee, and Anendjee being in league, deceive the Government, and unfortunately all they say is believed.

8. The Dufturdar Takarsabhaee for a few days went on well, but he being in this league takes bribes, he and Anendjee and Jeetram, a sort of vakeels and others, taking no notice of offences, only according to the statement of Goolabraee. A false prosecution was arranged against Ramjee Mehtah and Katab Wora, but it was not proved, and they were forbidden the bungalow. This is wonderful. In the same way Salabheen Nassur, a jamadar with whom I am now in service, has had some difference with the Thakore of Bhownuggur, which has come before the agent; but the jamadar is not a person to take bribes, and therefore the above-named person have given the agent at Rajkote bad advice, and he ordered him away from Rajkote, and he went and lived at Jeetpore, and has removed them. The Political Agent sent for him by horsemen, saying that he was a troublesome person, and should be dismissed; such is the oppression exercised by the kharbharees. The Political Agent thinks those who are troublesome good men, and the good men he thinks seditious.

9. There are two orders on every subject, and right claims are made wrong, and bribery and corruption are made right, but Government takes no notice of these things. If, at first no inquiry is made, it becomes worse, and men's lives are in danger; therefore I hope that Government will inquire into the whole of this matter, and order a judicial officer up to make inquiry about Anend's bad conduct. A few days ago Goolabraee sold and gave away a house bought by one of Virejdass's firm; from this about 13,000 couries have not yet been recovered, and his house was taken violently from him, which is a very improper affair, because this is a mujmoodar of the Gaekwar's government, and a well-wisher of the British Government; and his brothers and nephews are in Government employ, and himself of much respectability. Notwithstanding, the Political Agent appointed Anendjee, and has placed confidence in him without taking any sort of security or agreement, as are often done in a

fascally

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rascally Government. Well, Mr. Aston made a proper inquiry, and from the old records, and established the rights of the Porbunder man in the boundary dispute of Ajukhmekhree; about this Anendjee and the Junagur men only informed the gentlemen verbally, and the Political Agent, without looking at the document, confirmed the claim of the Junagur man and annulled that of Porbunder, which will be shown if an inquiry is made, and Mr. Aston was abused undeservedly; therefore the Political Agent's partiality will be very apparent, and if he has taken bribes should be punished. I would not give Government this trouble if I did not know it would not otherwise have never come to their knowledge, and I am ready to prove this.

(signed) *A. Richardson*,
Deputy Secretary to Government.

Your petition is returned, because there is no name attached.

(signed) *A. Richardson*,
Deputy Secretary to Government.

3 September 1851.

MINUTE by the Honourable Mr. *Blane*, concurred in by the Honourable Mr. *Bell*.

No. 8811.

I DO not think any advantage is likely to result from attempting to trace anonymous petitions.

If the matter contained in them do not afford sufficient clue for further investigation, it may be presumed to be groundless and undeserving of notice.

In case of the parties in whose name the petitions are written, or any one accused or reflected upon therein being desirous of detecting the writer, with a view of seeking redress on their own account, the original petition will be returned for that purpose.

(signed) *D. A. Blane.*
A. Bell.

14 October 1851.

No. 1282 of 1851.

Persian Department, 17 October 1851.

SUBSTANCE of a Petition from Mehta *Bhutoor Veneeram*, Inhabitant of Gogo, and now residing at Rajkote, to the Right Honourable the Governor in Council; dated 18 September, and received 1 October 1851.

No. 8812.

A FEW days ago I forwarded a petition to Government, stating among other things, that the Government servants in the political establishment of this place received bribes and oppressed the Bhomias. As the particulars must have become known to Government, I will not trouble your Lordship in Council with a recapitulation of the same in this petition. As I unfortunately forgot to sign the (former) petition, Government returned it to be signed. The post-office sepoy showed the petition to several Government karkoons, and then delivered it to me. As the post office and Captain Aston's bungalow are situated near each other, the fact of the petition having been made became known to all. In consequence of this, all the people came to me, and I was obliged to show them the petition. I disavowed it, and said that I had not written it, and that some enemy of mine must have written in my name. On this, they all advised me to make a representation accordingly to Captain Aston, and said that if I did not do so, I should be ruined. I therefore made a representation to the said officer, lest all the people should injure me. I have stated all the particulars in my former petition; and Government would have ordered a fair inquiry to be made, had it not been for my evil star. I now beg to state, that I wrote the petition in question, and that I have stated in it many circumstances connected with myself, with which no other person is acquainted to be able to write. What I have stated in the petition is true. When an inquiry is instituted, I and many other aggrieved parties will establish the truth of all the statements. I therefore request that this, as well as the former petition, may be referred

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referred to the Judicial Commissioner. The talookdars are willing to pay the batta of the Judicial Commissioner if he comes to this place, as also any other expenses. I therefore request that your Lordship in Council will be pleased to have an inquiry made as to whether the complaints are well founded or otherwise. I beg that the whole proceedings may be withdrawn from the Political Agent. If ordered, I and the other parties are willing to go to Bombay; but the charges cannot be established unless an inquiry is made here. Having no remedy left to me, I disavowed my former petition, and gave it to Captain Aston. Pardon this trifling fault of mine, and allow me a fair inquiry.

(signed) *A. Richardson,*
Deputy Sec. to Government.

No. 8813.

MINUTE by the Honourable Mr. *Blane*, concurred in by the Honourable Mr. *Bell*.

PETITIONER may be informed that the allegations in his petition, now acknowledged, are too general to admit of their being taken any notice of; but if he have any specific charge to bring forward, he may state it, with the evidence on which it is based, in a more cognisable form.

21 October 1851. (signed) *D. A. Blane.*
A. Bell.

No. 8814.

MEMORANDUM.

THE Chief Secretary begs to state, that the decision of the Honourable Board, date 21st instant, on a further petition from Bhitoor Veneeram, date 13th September, affects the Minute on Major Lang's letter of the 20th September; he would suggest that, in reply to that letter, a copy of Veneeram's further petition and the answer sent him by Government be transmitted for that officer's information.

26 October 1851. (signed) *A. Malet,* Chief Secretary.

No. 4767 of 1851.—Political Department.

No. 8815.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Major *William Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 162, dated the 20th September last, and to transmit for your information translation of a further petition from Bhuttoor Veneeram, dated the 18th September last. An English version of the reply returned to Bhuttoor is also enclosed.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle,
4 November 1851.

No. 4768 of 1851.

No. 8816.

RESOLUTION of Government in the Political Department.

WITH reference to the translation of a petition from Mehta Bhutoor Veneeram, dated the 18th September last, ordered, that he be informed through the Persian Department, that the allegations therein contained are too general to admit

admit of their being taken any notice of; but that if he have any specific charge to bring forward, he may state it, with the evidence on which it is based, in a more cognisable form, an English version being forwarded to the Political Department.

Charges against Rughoonath Rao Ragoba.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
4 November 1851.

Extract Bombay Political Consultation, November 1851.

Government, No. 185 of 1851.—General, No. 423.

No. 9189.

From the Political Agent in Katteewar to *Arthur Malet*, Esq., Chief Secretary to the Government of Bombay.

Political Department.

Sir,

WITH reference to my letter of the 20th ultimo and its several accompaniments, I have the honour to forward translation of another petition, given to my assistant, Captain Aston, at Rajkote, by Bhutoor Veneeram, the person in whose name the petition transmitted with the above communication was written. The original order, signed by Mr. Secretary Richardson, which is alluded to in Bhutoor Veneeram's present petition, is likewise enclosed.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Katteewar Political Agency,
Camp Mangrole, 30 October 1851.

Forwarded to Mr. Chief Secretary *Malet*, with Letter No. 423, Consul. No. 185; dated 30 October 1851.

PETITION from *Truwaree Bhutoor Veneeram* to Captain *Henry Aston*, First Assistant Political Agent in Katteewar on the part of the Honourable Company.

FORMERLY some one in my name having sent, under date the 28th July, a petition to the Bombay Government, it was returned to me by them in original; upon which I presented one to you from myself dated, stating whatever I had to say on the subject, and enclosing in it the original petition received from Government. Subsequent to this, I received by the post, on the 23d October, an order addressed to me by the Secretary of the Court, dated the 15th October, in which that functionary writes to me to say, that my petition, dated the 18th September, was received by the Council. This is a surprising thing, for I know nothing about writing or sending this petition (to Government), nor do I know who has made it in my name; and I therefore beg to request that you will be pleased to make full investigation on the subject, so as to find out the man making petitions in my name. The order above alluded to as received by me by the post, I beg to send herewith in original, with a request that you will be pleased to make proper arrangements on the subject.

Dated 27 October 1851. (signed) *Truwaree Bhutoor Veneeram.*

(True translation.)

(signed) W. Lang, Political Agent.

No. 9190.

MINUTE by the Right honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell.*

WE received, on the 2d October, a petition purporting to be written by Bhuttoor Veneeram, date 28th July last. This was sent to the Political Agent, Katteewar, for report, and was returned by that officer, with the denial of Bhutoor Veneeram that he ever wrote or knew anything of the petition. Another petition, date 17th September, was received, purporting to be by the same person, stating his reasons for denying the authorship of the former one, but

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but that it was true, and that he was ready, on certain conditions, to prove the circumstances related in it.

The usual communication acknowledging its receipt was made to him from the Persian Department, and it was translated, and submitted to Government.

The matter appearing to deserve cautious treatment, he was informed by Government that he was at liberty to bring forward his complaints in a more cognisable form, and a copy of the reply was sent to Major Lang.

We have now a letter from the Political Agent enclosing this person's denial of the latter petition made previous to his receipt of the orders of Government, and consequent on the notice sent him by the Persian Department. I think the originals of the petitions should be sent to Major Lang, that he may take the necessary steps to clear up the matter.

(signed) *Falkland.*
13 November 1851. *D. A. Blane.*
A. Bell.

No. 4965 of 1851.—Political Department.

No. 9191.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Major *W. Lang*, Political Agent in Kattewar.

Sir,

I am directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter No. 158, dated the 30th ultimo, forwarding translation of a communication from Bhutoor Veneeram, denying all knowledge of the second petition which has been submitted to Government in his name, and in order that you may adopt the necessary measures for clearing up the matter, the two originial petitions (dated 28 July and 18 September) are herewith forwarded to you.

2. You will be pleased to return these petitions, with your reply.

I have, &c.
Bombay Castle, (signed) *A. Malet,*
20 November 1851. Chief Secretary.

Extract Bombay Political Consultation, December 1851.

No. 1358 of 1851.—Persian Department.

No. 9490.

MEMORANDUM.

With reference to the transfer from the Political Department, No. 4768, dated the 4th instant, the deputy secretary has the honour to forward the accompanying English version of the reply returned to Mehta Bhutoor Veneeram, under date the 4th idem.

(signed) *A. Richardson,*
Bombay Castle, Deputy Sec. to Government.
12 November 1851.

Persian Department.

Translation of a Letter from the Deputy Secretary to Government to *Mehta Bhutoor Veneeram*, dated 4 November 1851.

Government Resolutions, Political Department, No. 4768 of 1851.

With reference to your petition, dated the 18th September last, I am directed to inform you, that the allegations therein contained are too general to admit of their being taken any notice of; but that if you have any specific charge to bring forward, you may state it with the evidence on which it is based, in a more cognisable form.

(signed) *A. Richardson,*
Deputy Sec. to Government.

(True copy.)
(signed) A. Richardson, Deputy Sec. to Government.

Extract Bombay Political Consultation, 21 January 1852.

Government, No. 204.—General, No. 461 of 1851.

No. 362.

From the Political Agent in Kattyewar to *Arthur Malet,* Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to my letters of the 20th September and 30th October last, and their accompaniments, I have the honour to forward translations of two further petitions since presented to my assistant, Captain Aston, by Bhutoor Veeneram, the person in whose name certain petitions have lately been sent to Government, and I beg, as requested, to return the order from Mr. Secretary Richardson, alluded to by that individual in the last of his petitions, dated 22d instant.

I have, &c.
(signed *William Lang,*
Political Agent.

Kattywar Political Agency,
Camp Mangrole,
24 November 1851.

Petition from *Truwaree Bhutoor Veneeram* to Captain *H. Aston,* First Assistant Political Agent in Kattywar, on the part of the Honourable Company.

Some one having made petitions to the Bombay Government in my name, one of them was returned to me by them, considering that it was from me. This petition I handed over to you in original, with another petition from myself; subsequent to this I received a written order from the secretary in the Court, which I also, under date the 27th October, made over to you in original, with a petition from me, containing my explanations on the subject: but I am still afraid that the enemies who made the above petition in my name, God knows why, may also make another petition in my name on the subject, and the sirkar ought therefore to make the necessary arrangements beforehand for the discovery of the person or persons making these petitions. Further, I requested the post-office clerk, Merwanjee, to let me know the name of the person sending the said petition to Government by the post, but he would not do so; I therefore beg to request that you will be pleased to write to the post-master, who has arrived here, or to any other person you may deem proper, to ascertain from the post-office records the name of the person bringing the petition in question to the post-office for despatch, and then to let you know the same.

(signed) *Truwaree Bhutoor Veneeram.*

Dated 7 November 1851.

Petition from *Truwaree Bhutoor Veneeram* to Captain *Henry Aston,* First Assistant Potical Agent in Kattywar, on the part of the Honourable Company, Rajcote.

Some enemies of mine having made petitions to the Bombay Government in my name, they returned one of them to me with an order to my address; but I not knowing anything about it, made over the documents to you with sorrow, and with a petition from myself, stating in it what I had to say on the subject. I have lately received another order from the secretary in the Court, dated the 4th November 1851, but I know nothing about what is written in it, and I therefore beg to send the same to you herewith in original, with a request that you will be pleased to make speedy arrangements on this subject, as solicited in my former petition. This is my petition.

Dated 22 November 1851. (signed) *Truwaree Bhutoor Veneeram.*

P. S.—The petition dated the 18th September, alluded to in the order herewith sent, you will be pleased to send for from Government, and inquire in whose handwriting it is, and who had sent it to Government.

Dated as above. (signed) *Truwaree Bhutoor Veneeram.*

(True translation.)
(signed) William Lang, Political Agent.

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No. 363.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Board.

MAJOR LANG may be referred to the letter to his address from Government, date 20th November.

(signed) *Falkand.*
J. Grey.
D. A. Blane.
A. Bell.

6 January 1852.

No. 220 of 1852.

No. 364. From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *William Lang*, Political Agent in Kattywar.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, dated the 24th November last, No. 204, submitting translations of two petitions from Bhutoor Veneeram, and to refer you to my communication, No. 4965 of the 20th idem, conveying the instructions of Government in the case.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 15 January 1852.

Extract Bombay Political Consultation, October 1852.

No. 1185 of 1852.—Persian Department.

SUBSTANCE of a Petition from *Turwadee Bhuttoor Veneeram* to the Right Honourable the Governor in Council, dated 21st August, and received 7th September 1852.

I AM a resident of Ghoga and a son of a respectable person. On my coming to recover the amount for which I stood a security from Jamadar Sallee bin Nasur, I was obliged to stop here. In the mean time the trial of the charge of having received a bribe by Rughoonath Row, the English writer, was carried on, and I believe that your Lordship in Council must be aware of it. I have many things to divulge to your Lordship in Council, and which I cannot do to the authorities here. If any officer shall be sent here, and if Government should wish to inquire into the matter, I shall reveal him every mystery on the subject. I have carried on the matter merely out of regard to the welfare of Government, and I am not in fault at all, which will be known easily by your Lordship in Council. I only trusted in the promise held out to me by Political Agent here. I am not acquainted with the customs of this place. The same officer, without fulfilling his promise, disgraced me without a cause, which will be known to your Lordship in Council from the following circumstances.

In the Durbar of talooka Ghondal, there is a karbharee, Doolubhjee Moolshunkar, who has no guarantee from Government, and the talookdar is not a young boy, but he has arrived at maturity. The above karbharee acts externally in a respectable manner, and agreeably to the desire of the sirkar injured the boundaries of the talooka; and there are several ways of his servants of appropriating the money to their own use, and he manages the affairs of the state absolutely, and never takes the advice or permission of the talookdar. When he (the talookdar) makes a complaint, he accuses him of false charges before the Government authority. When he (the talookdar) came to know these evil acts of the karbharee, he was not willing to keep him in his service; I was

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I was therefore called through some respectable man, and having reposed confidence in me, he was going to confer the situation of the karbharee on me, but I advised him to report the same to the local Government authority, when the talookdar furnished me with a letter under his signature, to the address of Mr. Lang, which I carried to that officer, who, without regard to it, made an unjust endorsement on it, in which he, out of regard to Doolubhjee, stated me to be a traitor, without setting forth any reasons for the same. I herewith have forwarded the copies of the petition I presented there, and the endorsement on it, and on a reference to it your Lordship in Council will be satisfied that partiality prevails here. I pray that an order may be issued to me to perform the affairs of talooka Gondal, because the thacore Shree is inclined to agree to this arrangement. I shall produce securities about Government peshkuasse, &c., as usual, and the talookdar is at liberty to employ or dismiss his karbharee; Government has no reason to interfere in the matter, or to disgrace any person. I therefore request that such a proceeding may not take place in future; though the talookdar is pleased with me, yet the present karbharee exercises oppression, which is unjust in the upright Government of your Lordship in Council, and I pray that a stop may be put to it.

(signed) *A. Richardson*,
Deputy Sec. to Government.

12 October 1852.

MINUTE by the Honourable Mr. *Blane*, concurred in by the Honourable Mr. *Bell*.

THIS petition should be sent in original to Major Lang, with reference to his letter of the 18th ultimo, when a copy of the translation, as it may aid him in discovering the author of the pseudonymous petition which has lately been presented.

(signed) *D. A. Blane.*
A. Bell.

26 October 1852.

No. 4703 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Kattewar.

Sir,

WITH reference to your letter, No. 162, dated the 18 ultimo, I am directed by the Right honourable the Governor in Council to transmit to you, in original, a petition with copy of its translation, from Tarwadee Bhuttoor Veeneram, dated the 21st August last, as it may aid you in discovering the author of the pseudonymous petition alluded to by you.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 27 October 1852.

Extract Bombay Political Consultation, June 1852.

Government, No. 64 of 1852.—General, No. 141.—Political Department.

No. 4684.

From the Political Agent in Kattewar to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to forward, for the information and instructions of Government, copy of a report from my first assistant, Captain Barr, and translation of the proceedings therein alluded to, regarding certain accusations of bribery against the head accountant of this Agency, Rugonath Rao Ragoba. The person who has brought forward these charges is Bhutoor Veneeram, in whose name the petitions regarding Joonaghur affairs, sent in to Government some months ago, were written. On receiving these petitions back, with Mr. Chief Secretary Malet's letter of the 20th November last, No. 4965, I gave them to the Joonaghur karbaree, and recommended him and the other persons included with him in the accusations they contain, to endeavour by every means

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means in their power to discover the writer or writers of them. The present accusations of the head accountant by Bhutoor himself has been the result, and although as regards the authorship of the petitions to Government, there is no evidence whatever to implicate him, and no sufficient grounds even for suspicion against him, I regret to state, that after a careful investigation, the conviction has been forced upon me that the other accusations against him are well founded.

2. The denial by the woman who gave him the chain of the statement she gave on the subject in the first instance, renders this part of the accusation incapable of legal proof, but as it is impossible to doubt that the chain was the one belonging to her husband, both from her own first statement (anxious as she has shown herself throughout to save the accused) and the evidence given by her nephew and the goldsmith who made it, I have considered it proper to keep the chain in the Treasury pending the orders of Government on the subject, and would recommend that it be given to the woman's nephew, Shunkur Gungaram, who appears at one time to have been adopted by her, and is heir to the property after her death.

3. I submitted the accounts of Juwere Nagjee, from whom the sum of 200 rupees was taken up by this same woman for payment to the head accountant to the scrutiny of two of the most intelligent karbarees I could select at Rajcote, those of the Bhownuggur and Morwee talookas; and their report will be found on the proceedings. This tends to confirm my own conviction that, whatever attempt at concealment may have been made in these accounts in other respects, there can be no doubt of the entry of the head accountant's name in them having been made at the time to which they refer, and to the money raised on the mortgage as well as that afterwards paid to redeem it having been received and paid by him, or on his account. The open nature of these entries, however, made at a time when Rugonath Rao and Juwere Nagjee were on the best of terms, together with the admission so readily made by the woman when first questioned about the chain, caused a strong impression on my mind that there might be some other way of accounting for Rugonath Rao's transactions with this old woman's family, without implicating him in the serious charge which had been preferred by Bhutoor against him. I therefore urged him repeatedly to let me know if he could explain the matter in any other way, but as he persisted to the last in denying that he had ever had any transactions of the sort, and in asserting that the chain was the one given to him by his brother-in-law in Bombay, the only conclusion I can come to is, either that Bhutoor's accusation is correct, or that he received the articles in some other way that he considers equally disreputable, and cannot therefore acknowledge.

4. The Bawa by whom the other item of 300 rupees is stated to have been given, is such a disreputable character, and after every possible inquiry, I could discover such little grounds for paying this bribe, that I should have been disposed to have given the head accountant the full benefit of the many discrepancies in the evidence regarding this charge, and acquitted him of it altogether, but for the strong corroboration afforded by the entry in Juwere Nagjee's accounts to the truth of it also. There is likewise clear proof in Luckmeechund Sunkurdass' books of the sum of 400 rupees having been received by hoondee from Jaitpoor on the Bawa's account, and paid to Pareck Munguljee Goo, the same person who is mentioned in Juwere Nagjee's account as having paid the money out of this sum to redeem the mortgage in Juwere Nagjee's possession; and the fact of this payment having been made two days before the hoondee was due, and which of course appeared at first to be most suspicious, is fully explained by an entry in Luckmeechund's books of a small charge for discount on the hoondee, and by the money appearing by that sowcar's daily cash account to have been paid at the latest on a date which would correspond with the Poshwud 13th, of Juwere Nagjee's account, as I found by referring to our own Treasury books, there having been some slight confusion in the dates at that particular time, as is occasionally the case with the native dates from having two days the same. Of the 400 rupees thus paid on account of the Bawa, there is further proof in Luckmeechund's books of 100 rupees having been refunded a few days afterwards; the person who drew the

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the hoondee at Jaitpoor having written in the meantime only to cash it to the extent of 300 rupees, and both Munguljee Goo and Luckmeechund's gomashta, Mowjee Jetha, assert that the 400 rupees were paid by them to Rugonath Rao, although neither of them admitted this when first questioned on the subject; and Munguljee had been kept a night in confinement by Captain Barr to prevent his seeing any of the other witnesses before he did so. The statements both of Mowjee Jeta and Munguljee as regards the quarter from which the sum of 100 rupees was refunded, are very unsatisfactory, and positive as are their assertions, as well as those of the Bawa about the payment of this bribe, I should not, as already stated, have considered them sufficient to convict Rugonath Rao of having received the money, without the corroboration afforded by Juwere Nagjee's account, and also by the circumstance of the Mohsulee sepoy Esoo, who was, when off duty, I find, much with Rugonath Rao, as superintendent of mohsuls, having on one occasion been sent by the Bawa to his village about this money.

5. Under all the circumstances now reported, however, I deemed it my duty before leaving Rajcote for the districts to suspend the head accountant from the performance of his duties pending the decision of Government on the proceedings now transmitted. A few days afterwards I received an application from him to be permitted to proceed on a month's leave to the Presidency, in order that he might make some representation of the case to Government in person. As I could not with propriety grant him leave till a decision was received, I informed him that anything he might have to communicate to Government would doubtless be required in writing, and that I should be happy to forward with the proceedings in his case any further representation he might have to make. In reply, he sent me a letter, of which a copy is transmitted accordingly.

6. Rugonath Rao complains of the manner in which the case was conducted by my assistant, Captain Barr, and of the enmity of that officer's sheristedar, whom he accuses of having added one or two things to some of the depositions taken by him. A reference to that officer's report, however, and to the proceedings sent with it, will doubtless satisfy Government that he took every possible care in the investigation of the case, and that the accusations against his sheristedar of having prompted one of the witnesses, and added to the statements of others, are altogether unfounded. The occasional detention of witnesses to prevent their communicating with each other is absolutely necessary, in order to get at the truth at all, and as regards the cross-examination of the different witnesses, the fullest opportunity was given to Rugonath to ask any questions he wished over and over again.

7. Rugonath Rao also lays great stress on Juwere Nagjee's accounts not being kept like those of other sowcars. He has only one book, called a buetha or tham khata, or running account, which is not unusual with petty sowcars of his class, and such as it is, the only objections that can I think be pointed out to any of the entries under discussion are fully scrutinized in the report of the punchayet I got carefully to examine them.

8. I much regret to have to offer such an unfavourable opinion as the result of my investigation of these accusations against the head accountant of this agency, who is superior in his own department of accounts, in almost every respect, to any man I have ever had to do with. He is, however, I greatly fear, much given to intriguing, against which I warned him seriously two or three years ago, when I first found that he was disposed to lend himself to such practices. I doubt not he now deeply regrets that he did not attend to my advice, as in the present case he seems to have found some of his former friends in this way to be the first to come forward against him. The original petitions in Bhutoor's name are herewith returned, as requested in the concluding para. of the Chief Secretary's letter of the 20th November last.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Kattywar Political Agency,
Camp Heeracote, 10 April 1852.

Charges against Rughoonath Rao Ragoba.

To the Political Agent.

Sir,

I HAVE the honour to submit for your consideration the translation of a mass of evidence, taken partly by yourself and partly by me, bearing upon certain accusations preferred by an individual named Butoor against Rugonathrao Ragoba, the head accountant of this agency, which are contained in the petition No. 1, accompanying my letter, and which may be resolved into the following charges:—

1st. That Rugoonath was the writer of a petition to Government, forwarded originally in Butoor's name, and afterwards with his feigned signature, although he had neither caused the one to be written, nor knew anything of the signature of the other.

2d. That Rugoonath received a bribe of a gold chain and 200 rupees in money from a widow, named Udee, for assisting in effecting her purpose of disinheriting a nephew whom she had adopted and afterwards cast off.

3d. That Rugoonath received a bribe of 400 rupees from a man named Sewadass, a Bawa, who complained of oppression experienced from the Joonaghur authorities, and whose case he promised to bring to a satisfactory conclusion, by exerting his influence with the authorities in question, and by affording advice and assistance in submitting it to the notice of the Political Agent.

It has been found impossible to entertain the first of these charges, as it is unsupported by any positive evidence, and because the only grounds on which it rests, namely, the style of composition of the petition, the nature of the ink used in making emendations, and the description of marks employed where omitted words have afterwards been inserted, form, at best, but cause for suspicion, and could not establish guilt. The investigation has, therefore, necessarily been confined to the two last charges.

The witnesses examined regarding the delivery of the chain are, woman Udee; her nephew, Shinkur; Sonee Puma, and Sonee Mar; and as the depositions given by the first-named individual vary most materially on the different occasions on which they have been taken, it will be necessary to describe the circumstances under which she was originally questioned, to account for the discrepancies into which she then fell, and to enable an opinion to be formed of the cause of the subsequent contradictions and retractations which are apparent in her statements.

After Rugoonath had given his deposition, and delivered over to me the chain which he was accused of having received as a bribe, he and his brother, who had in the meantime joined him, were requested to remain in the room, and a messenger was at once despatched to summon the woman Udee from the town, that her evidence might be taken before she had an opportunity of communication with other parties. She commenced by saying that the chain made for her late husband was in her house, but on being unexpectedly called upon to produce it, she was obliged to declare that she had lent it to Rughoonath's wife, and after finishing her deposition, to which two witnesses appended their names, when read over in their presence, to the deponent, she was permitted to return to her home. When examined again the following day and on several subsequent occasions, she retracted her first statement, and ascribed it to the prompting of the mehta who recorded it; but I have it in my power distinctly to declare that the mehta had no opportunity to prompt her, had he entertained the wish to do so; and it was this very retractation, and her subsequent reluctant and very contradictory evidence, which excited serious suspicions against Rugoonath in my mind. These suspicions with regard to his having received the chain, remain unshaken; for after weighing the evidence given by the nephew, Shinkur, and Sonee Pumma, and contrasting it with the very unsatisfactory and conflicting statements made by Udee, and with the testimony of Sonee Mâr, who deposes ambiguously to having weighed the chain when in the possession of Rugonath, on his return from Bombay, without being able to state whether it was when that person originally came to Rajcote to enter on his duties, or after he came back from a subsequent visit on leave to Bombay, I am of opinion that there can be no moral doubt of the truth of this portion of the accusation, although perhaps there may not be proofs sufficiently clear and conclusive to convict legally.

Udee

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Udee denies having given the 200 rupees to Rugonath; but here again I think that her denial must be viewed with the greatest suspicion, as although she states that she raised the money by placing certain ornaments in pawn, to defray the expense of sending her daughter to her husband's house, there is nothing to show that it was so expended, and her explanation of the mode in which the ornaments were afterwards released from pawn and disposed of, is quite impossible of belief.

Johir Nagjee deposes to having paid the 200 rupees to Rugonath on her account, and to having received the amount, when the ornaments were redeemed, with interest, from that individual, minus the sum of 44 korees and 5 annas, for which he stood responsible, and with which he was debited in his separate account. In corroboration of this statement Johir Nagjee has produced his accounts with Modee Hurruckchund Progjee, from whom the 200 rupees were procured for payment to Rugonath in the first instance; with Bhut Nuthoo, from whose widow the ornaments requisite to raise the money were received in pawn; with the same person when the money was repaid and the ornaments redeemed, and with Rugonath himself, when 44 korees and 5 annas, wanting to complete the amount necessary for their redemption, were debited to him. The objections noted by the karbarees of Bhownuggur and Morewee, to whom these accounts were submitted for examination, some of which were afterwards explained by Johir Nagjee, are not, in my opinion, of such a nature as to vitiate their genuineness, but induce me rather to believe that the transactions recorded did really occur, and that Johir Nagjee and Rugonath were at the time on terms of mutual understanding, although the former was careful to retain proof against the latter, in case circumstances should ever render it his interest or wish to produce it. It is found, indeed, in all cases of this kind, for which any proofs are forthcoming, and which are not evidently set up through reckless malice, that the informer is an old associate in guilt, and that most of the witnesses produced were at least consenting parties, if not participators. With me a great subject of regret, to which the prosecution of charges, like the present ones, to conviction, gives rise is, that those who are thus notoriously guilty, generally escape all share of the punishment which necessarily falls upon the accused, whom they have informed against and successfully prosecuted for selfish ends.

The investigation of the charge of having received 400 rupees from Bawa Sewadass, conducted chiefly before you, has been long and careful. The greatest difficulty with regard to it was the date of the hondee procured from Jetpoor, and the date of cashing it entered in the books of Sukureechund Sunkurdass, and also the date specified in the books of Johir Nagjee, as that on which he had received a portion of the amount realized upon it, but all doubts on this point have, I think, been satisfactorily cleared up on inquiry, and the punchayet, to whom the matter was referred, have reconciled the apparent anomaly, so that on a review of the evidence in this accusation, no doubt can exist, I believe, of its having been sufficiently established.

I have, &c.
(signed) *J. T. Barr*,
Assistant Political Agent.

Hadatorda, 26 March 1852.

No. 1.

PETITION of *Bhutoor Weeneram* to Captain *Barr*, Second Assistant Political Agent.

A PETITION in my name was sent to the Bombay Sirkar, which was sent to me, as it did not bear my signature. I knew nothing of the petition in question, and after commencing an inquiry to discover the writer of it, I made it over to Captain Aston; but as there existed an intimacy between Saleh Jemadar and Rugonath, I was in the habit of repairing to the house of the latter on business concerning the former, in the course of which I mentioned the affair of the petition to Rugonath, who said that my name had been lowered at all events, and that I should have returned the petition with my signature. I answered that I knew nothing of the petition, and that it was therefore impossible for me to sign it, and that in addition to this, I had given it up to Captain Aston. Rugonath then said, "Write another petition, acknowledging the former one, and resting your previous denial on the fact of its having been made public, by which means you will gain a name." I answered, "Why should I write a complaint of matters regarding which I am quite ignorant?" After this conversation between us I returned to my own house. Subsequently the same writer sent another

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another petition with a signature purporting to be mine, upon which I received an order from Government, regarding which I made a representation to the above named Sahib, (Captain Aston). When information reached me that the second petition had got to the hands of Government, I felt persuaded that Rugonath had written it, and I was strengthened in this conviction by what he had said to me regarding the former one; thinking therefore that if I remained silent he would continue in the same course and ruin me, I make known to the Sirkar that the writer of the petition in question is Rugonath Ragoba, a clerk in the service of Government; in support of which assertion, the following are my proofs: The style and wording are those employed by Dekkanees* and such as a person who had resided in Bombay and was acquainted with the English language would make use of; Rugonath comes under this description. In some parts of the petition words have been erased and added, and both erasures and additions have been made with English ink, and the marks inserted where words have been afterwards filled in are such as English writers use and not such as are habitually employed by people of this province under similar circumstances; phooadee thus × by English writers and hunspud thus ∧ by natives of this province. The corrections are in Rugonath Rao's handwriting, which can be recognised by the whole kutchery, although no one declares his opinion, because the Sircar (meaning the Political Agent and his assistants) respecting his position, do not put the question. I therefore beg that the dufterdar, sheristedars, &c., &c., six or seven individuals of standing, being put upon oath and formed into a committee, in the presence of the Political Agent, of Captain Aston, and yourself, may be made acquainted with the purport of this petition, when after examination of the petition in question all will be clearly made known. In addition to this, Rugonath receives bribes, regarding which I now send a few proofs, as below.

1st. Bhut Nuthoo, formerly an inhabitant of Rajcote, died; his widow, Udee, adopted his younger brother's son, Shunkur, to be enabled to disinherit whom she procured the good offices of Rugonath by giving bribes; she gave a gold chain, which he is now in the constant habit of wearing round his neck; the weight of this is 18¾ gudeeanas and 1½ wals, and it was made by a Rajcote Sonee named Puma Puchan; the entry regarding it will be found in the 217th page of Puma's chopra, dated St. 1895. Should premature investigation be instituted, he will conceal the chain, and proof will be impossible. It will be therefore necessary to question him abruptly and at once to take possession of the chain. The same woman had arranged to pay him 200 rupees in money, but not having the amount ready, she pawned to Johir Nagjee a gold ornament, called tant, weighing 7½ pudeeanas; a gold ornament, called vele, weighing 3½ gudeeanas; a gold ornament, called madulia, weighing 7 gurdeeanas, and a pair of silver ornaments, called kambee, weighing 210 gudeeanas, and raised the required sum, which Johir Nagjee got for her from Hurruckchund Pragjee, and it was paid to Rugonath. The entry of this, with the name of Rugonath as the recipient, will be found in the 38th page of Johir Nagjee's chopra for St. 1905. After receiving the above bribes in St. 1905, he sent his servant Dadha, an inhabitant of Wancaneer, to call Shunker and his father Gungaram, who was then living, and warned them not to take any steps regarding the property which Udee had retained in her possession, or to mention the subject to any one. Gungaram is since dead, but Shunker is alive, living separate from Udee, who will not permit him to reside with her; Rugonath moreover spoke in her favour to the Rajcote Durbar authorities.

2d. Joonaghur had interefered with the possessions of Bawa Sewadass Shookram, who having come to Rajcote to complain, fell in with Rugonath; Rugonath promised to forward his views and to cause the Joonaghur authorities to come to a satisfactory amicable settlement, after his having done which, the above named Bawa caused a hoondee for 400 rupees to be written by Dosee Roopsee Maljee of Jetpoor, on Paruck Lukoo Sunkerdass of Rajcote, which he sent to Rugonath; Rugonath gave the hoondee to Parek Mungulgee Goa, who cashed it. The entry regarding this hoondee will be found in the 232d page of Parek Lukoo Sunkurdass' chopra for St. 1907. In this way he has received three bribes, and it is his custom to give trouble to Government by writing petitions in other people's names. I have taken much pains to convict him, and it rests with the Sircar to prosecute him.

17 December 1851. (signed) *Turwaree Bhutoor.*

P. S.—The daughter of the above named Udee is married in Gowreedhur, and when her husband and father-in-law came to take her home she was unwilling to go, when Rughonath called the husband and father-in-law, and also Shunkur and his father Gungaram, and with threats prevented them from causing her removal to her husband's house; the reason of this will become known if the Sirkar chooses to inquire.

Dated as above.

(True translation.)

(signed) *J. T. Barr,*
Actg. 1st Asst. Pol. Agent.

No. 2.

Rugonath Ragoba, Hindoo; caste, Purboo; age, about 32 years; Resident of Rajcote; examined by Captain Barr, 2d Assistant Political Agent.

Question. Bhutoor states that Udee, the widow of Bhut Nuthoo, has given you a gold chain, which you are now wearing; where, when, and how did this chain come into your possession?

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* Persons educated in the Dekkan.

possession?—*Answer*. Bhut Nathoo's widow did not give me the chain, I brought it with me when I came from Bombay, and it was given to me on my marriage by my sister's husband, Maroba Sudasew, about 10 or 12 years ago; it was given to me in the presence of many persons of my own caste.

Where was the chain made?—In Bombay.

What is the name of the sonee who made it, and of how many tolas is the weight?—I do not recollect the name of the sonee; nor do I remember the weight, but it was weighed once at Rajcote by Mor Sonee, although I forget what the weight was then found to be.

Do you know a woman of the name Udee, and are you aware that she adopted a son?—The woman in question is a Brahminee, whom I know from having seen her when she visited the female members of my family; she received charity from me on one or two occasions, but I know nothing of her having adopted a son.

26 December 1851.

(True translation.)
(signed) *J. T. Barr*, Actg. 1st A. P. A.

No. 3.

Udee, Widow of But Nuthoo, Hindoo; caste, Brahmin; age, about 40 years; Inhabitant of Rajcote; in presence of Captain Barr, Second Assistant Political Agent, deposes:

Question. Did you have a chain made by Sonee Puma of Rajcote, and if so, when was it made, and where is it now?—*Answer*.] I do not know; my husband must have known whether it was got from Sonee Puma or not; the chain is in my house.

Your late husband's account is probably in Sonee Pumma's chopra, and as it will be necessary to examine the entry referring to this chain, and to compare them, you must produce the chain, and tell what you know to be the truth on the subject?—I sold the chain some time ago through the agency of my brother.

Deponent next answers, that on the occasion of Rugonath's proceeding to Bombay to attend a marriage, his wife borrowed the chain, and that it is still in her possession; I have several times been requested to take it back, and often promised to do so.

Is the chain now shown you yours or not?—This chain is like mine, but my chain had no lutkumo (ornament of stone) attached to it, and when made by Sonee Pumma it weighed 19 gudeeanas. When I lent it to Rugonath's wife I had it weighed, and the weight was then 18 gudeeanas.

Did you ever place any ornaments in pawn with Johir Nagjee, and if so, for how much money, and for what purpose?—Last year I pawned ornaments, and raised 200 rupees, which I required for the expense of sending my daughter to her husband's house; when I collected certain dues I repaid the 200 rupees and released the ornaments from pawn.

Was there ever any dispute between you and Bhut Gungaram regarding an adoption?—Yes, there was, and it was settled through Baee Naneeba (the Rajcote Thacor's mother); but I have not yet obtained my rights.

When the chain was lent what sonee weighed it?—I do not recollect.

Before you lent the chain on the occasion referred to, did you ever lend it into Rugonath's family on any other occasion?—No.

Did you ever give Rugonath 200 rupees?—No.

How many rupees did you pay when you released the ornaments from pawn?—Two hundred rupees; Johir Nagjee forgave the interest from motives of friendship.

When you pawned the ornaments you had no money; when you released them where did you get the money from?—I got the money when dues were paid in to me; it was given to Johir through a third person.

Afterwards deponent states, I gave the money myself.

How did you expend the 200 rupees you raised?—I paid different debts with them.

By *Rugonath*.] Did Keta Worah or Johir Nagjee tell you, that if you brought a false charge against me you would obtain your Giras rights?—Kheta Worah once asked me whether I had given Rugonath any valuables, when I admitted that I had lent his wife a chain, which was at the time at his house; I told him that I had often been asked to take it away, but had left it there through motives of friendship.

Did I ever give you charity?—Yes, very often.

By Captain *Barr*.] Who were your creditors?—They were foreign merchants, for which reason I do not know their names.

Is the chopra you have now produced yours?—Yes.

26 December 1851.

Witnesses to deposition:
Doolubjee.
Nursing Persad.

(True translation.)
(signed) *J. T. Barr*, A. P. A.

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Udee re-examined by Captain Barr on the 27th December 1851.

Question. What ornaments did you place in pawn with Johir Nagjee?—*Answer.* A tant, a vele, and a madulea, all of gold, and a pair of silver kambees.

As you released these ornaments, where are they now?—About a month after I released these ornaments I sold them, together with the gold chain my late husband had had made by Pumma Sonee, to four foreign travelling merchants, whose names I do not know, through the agency of my brother Buwan, who is since dead.

For how much did you sell them?—The chain for 400 koorys, the vele for 560 koorys, the pair of silver kambees for 300 koorys, and the tant for 135 koorys, and the madulia for 150 koorys.

What did you do with these korees?—Three hundred korees were expended in household expenses; 1,000 korees were given to the Nuggur Laljee Maharaj, when he visited Rajcote, and when this Maharaj paid a visit of ceremony to the garden outside the town, I presented him with 200 korees. The Laljee Maharaj came to Rajcote about 15 or 20 days after I had sold the ornaments.

How long after you released the ornaments from Johir Nagjee did you sell them?—One month afterwards.

You pawned the ornaments to satisfy your creditors; when you released them you had no debts; then why was it necessary for you to sell them?—I wanted the money for the current expenses of my house.

Why did you not sell them in the first instance, when you required money, instead of pawning them?—I did not think of selling them then.

By *Bhutoor.*] Where were you last night till 10 o'clock?—When I went home from the bungalow I lighted my lights, and afterwards, about 8, 9, or 10 o'clock, I went to the Durbar, where I remained about half an hour, when I returned to my house for the night.

Where did you leave the key of your house?—When I went to the Durbar I left the key with Chotee, wife of Mehta Wujeshunker, and on my return I got it from his daughter.

By Captain *Barr.*] For what purpose did you go to the Durbar?—For no particular purpose, merely to sit there a while; Baee Naneeba, &c., were seated there at the time.

In your chopra, and in that of Pumma Sonee, the price of the chain is entered as 520 korees 8 annas, and it is stated that at any time when it might be returned, its weight in good gold would be given; why then did you sell it for 400 korees instead of returning it to Pumma?—I was afraid that my nephew (whom she had adopted and then cast off) might raise a dispute, for which reason I avoided giving it to Pumma. [Spontaneously the deponent then states, 50 or 60 korees were expended on the occasion of feasting a number of Brahmins at a shrine of Somnath Mahdeo, near the suburbs of Rajcote.]

When you came to the bungalow yesterday where did you leave the key of your house?—I do not remember where I left the key when I came to the bungalow, or from whence I got it on my return home yesterday evening; I went straight to my house from the bungalow.

It appears from the 38th page of Johir Nagjee's chopra for Sumvut 1907, containing your account, that Rugonath released the ornaments by payment of 225 rupees; how is this?—I gave the rupees to Rugonath and he gave them to Johir.

In your account in Johir's chopra, it is stated that the ornaments were made over to Rugonath; how is this?—Johir gave the ornaments to Rugonath, who, the same day, immediately made them over to me.

Yesterday you said you had lent the gold chain to Rugonath's wife, and to-day you say you sold it to a sonee; how is this to be explained?—I was confused, and Naka Mehta (the karkoon who took the deposition in Captain Barr's presence) told me to say that I had given the chain to Rugonath, but what I depose to-day is the truth.

27 December 1851.

Witnesses to deposition:

Doolubjee Moolshunker.
Narsing Persad.

(True translation.)

(signed) *J. T. Barr,* A. P. A.

Udee examined by Major Lang, Political Agent, on the date above-mentioned, 27 December 1851.

Question by *Rugonath.*] You have stated that you gave the money for the release of your ornaments to me, and that I gave it to Johir Nagjee; did you give the money to me?—*Answer.* I got the money from Johir (when the ornaments were pawned) and repaid it through you.

Why did you mention my name above?—I am confused.

Why are you confused?—When my deposition was first taken, Naka Mehta told me to take Rugonath's name, and this is the reason I have mentioned it.

By Political Agent.] The list of articles in your possession, given in by Shinkur, has been read to you; where are they?—The ornaments I have deposed to having sold to travelling sonees are in this list, and the remainder I disposed of as follows: a gold jal, given

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given to my daughter; a gold okoto, is in pawn with Oja Bawa for 150 korees; another okoto was broken up and made into four vedlas, which are in pawn with Neemchund for 114 korees; a jurmur, out of which a paro, which I gave my daughter; a pair of lungurs and a pandio, given to Gosainjee Maharaj; a kimtasree, given to my daughter; a phol, given to my daughter; a pair of silver kudlas, are worn by Shunkur's wife; a pair of silver akotas were broken up and made into kudlas for my granddaughter; a hanslee, given to the same person.

27 December 1851.

(True translation.)

(signed) *J. T. Barr*, A. P. A.

Udee re-examined by Major Lang, Political Agent, on the 3d January 1852.

Question. Bhutoor had said that after you gave your first deposition on the 26th December last, you held communication with Rugonathrao, to prevent which in future, and to give you time for consideration, the Durbar was directed to place a sepaee to prevent any one from communicating with you for six days, and you are now called that you may speak the truth without being in any way confused or frightened; speak, therefore, the truth to-day, as you will not have another opportunity of stating anything different from what you are about to state?—*Answer.* It is true that I sold the ornaments to travelling sonees through the agency of my father and brother. On the first day I deposed to having lent the gold chain to Rugonath's wife, because Naka Mehta told me to do so; but this is not true.

Captain Barr was present at the time; how then could Naka Mehta have prompted you?—When the sahib questioned me I began to be confused; upon which he stood at a little distance, and Naka Mehta took advantage of the opportunity to prompt me. If I speak false in this, I am ready to swear by Shree Balkrusnajee.

You say that you sold the gold chain and other ornaments to travelling sonees through the agency of your father and brother; but it is known that your brother died two or three years ago, and your father about one or one and a half, whilst you released the ornaments from pawn about 10 months ago; how then could your father and brother have been present when you sold them?—My brother died about 15 months ago, and my father about 12; they were both present when I sold the ornaments.

Memorandum.—From the entry in Johir's chopra, it appears that the ornaments were released from pawn 12 months ago.

3 January 1852.

Witnesses to deposition:
Doolubjee Moolshunker.
Nursing Persad.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

No. 4.

Pumma Puchan; caste, Sonee; profession, Goldsmith; age, about 48 years; Inhabitant of Rajcote; before Captain Barr; deposes:

Question. Is the chain now shown you of your manufacture; if so, when did you make it for Bhut Nuthoo?—*Answer.* It looks like a chain of my manufacture, and Nuthoo Bhut's account with me is in my chopra.

Did you ever weigh the chain after you made it for Nuthoo Bhut?—No.

Was Nuthoo Bhut's account which you produce written immediately after the chain was made, and if so, in whose handwriting is it?—It was written when the chain was made; I do not recollect whose handwriting it is in.

How much would gold ornaments lose in weight in a year?—This depends upon the degree of wear they are subjected to.

26 December 1851.

Witnesses to deposition:
Doolubjee Moolshunker.
Nursing Persad.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

Extract from Puma Sonee's chopra for Sumt. 1895, page 217; account with Bhut Nuthoo Maidur:—

"Ks. 523. 8. One gold chain complete, with chugda (pendant), weight 18 ¾ gudeeanas, 1 ½ wals. On return of chain, its weight in good gold to be given. Sold at the rate of 27 rupees 10 annas per gudeeana."

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

Charges against Rughoonath Rao Ragoba.

No. 5.

Shinkur Gungaram, Hindoo; caste, Bramin; profession, Religious Mendicant; age, 24 years; Inhabitant of Rajcote; before Captain Barr; deposes:

Question. To whom does the gold chain now shown belong?—*Answer.* On the death of Bhut Nuthoo his widow adopted me, and I lived with her for five or six years, on which account I recognise this chain as her property; but the lutkumo (stone ornament) attached to it is not the same as it originally had, which was green (emerald).

When were you aware that this chain had been given to Rugonath?—Two or three years ago, when it was given.

Why did you not complain?—Rugonath Rao's servant, Ladha, an inhabitant of Wankaneer, called me to his master's house, who threatened me with gaol, and the disgrace of being paraded on a donkey, should I ever complain; I kept silence through fear.

Did any one on the part of the Rajcote Durbar speak to you on this subject, and if so, who?—Laljee Parek told me to act in accordance with Rugonath Rao's directions, otherwise he (Laljee) would not be to blame if any ill befel me.

26 December 1851.

Witnesses to deposition:

Doolubjee Mool Shunkur.
Nursing Persad.

(True translation.)

(signed) *J. T. Barr,* 2d A. P. A.

No. 6.

Laljee Petamber, Hindoo; Banyan; age, about 50 years; in the service of the Rajcote Durbar; Inhabitant of Rajcote; in the presence of Captain Barr; deposes:

Question. WAS there any dispute about adoption between Udee, widow of Bhut Nuthoo, and Shinkur, and if so, state the particulars?—*Answer.* Yes, there was a dispute, which was settled by two chosen arbitrators.

Who were the two arbitrators?—They were of their caste, but I do not know their names.

Was Shinkur satisfied with the settlement, and of what nature was it?—I do not know what the settlement was; but Shinkur was not satisfied.

Did Rugonath Rao give any advice in this matter?—About two or three years ago Rugonath mentioned that a dispute was pending between Shinkur and Udee, and asked me to be careful of the interests of the latter, as she was a poor woman.

Did you give any injunction to Shunkur in this matter?—No.

26 December 1851.

(True translation.)

(signed) *J. T. Barr,* 2d A. P. A.

No. 7.

Mor Hurjee, Hindoo; caste, Sonee; profession, Goldsmith; age, about 48 years; Inhabitant of Rajcote; deposes, in the presence of Captain Barr:

Question. DID you ever weigh any ornament at Rugonath's house, and if so, state what and when?—*Answer.* When he came from Bombay, when, I forget, I weighed a gold chain at his house, the weight of which was gudeeanas 18 or 19, and Rugonath asked the value of the chain; I told him it was worth about 26 or 27 corees per gudeeana.

When, after he came from Bombay did you weigh the chain?—Two or three days after he arrived at Rajcote.

Why was it weighed?—I do not know; he told me to value it.

Would you recognise the chain if you saw it again?—I could not possibly recognise it, because I was not the maker.

27 December 1851.

(True translation.)

(signed) *J. T. Barr,* 2d A. P. A.

Mor Hurjee re-examined by Major Lang, on the 9th of February 1852.

Question. How long is it since Rugonath returned from Bombay on the occasion after which you weighed the chain?—*Answer.* I weighed it two or four years ago, not now; I do not recollect exactly the year or the time of year I weighed it.

Is the chain shown you the one you weighed?—This is the chain I weighed. When I weighed it there was no lutkuneo (suspended ornament) attached; I fastened it on about 15 days or a month after I weighed the chain. It was in the cold season before the holee that I weighed the chain, and Rugonath gave me the lutkuneo to fasten on.

By

By *Rugonath.*] There is cold weather both before the holee and after the dewalee; state positively which of the two seasons it was when you weighed the chain, and, if you recollect, say whether you attached the lutkuneo on the day you weighed the chain, or on the following day?—I can only recollect that I did not attach the lutkuneo on the day I weighed the chain, but that I did so some days after.

By Major *Lang.*] Of what country is the fashion of this chain?—Chains of this fashion are made at Bombay as well as here, and I cannot tell to which place the fashion of it belongs. The pendant is such as was formerly used at Bombay, afterwards at Ahmedabad, and came into fashion here after the camp was established.

9 February 1852.

(True translation.)

(signed) *J. T. Barr,* 2d A. P. A.

No. 8.

Ros Kam, 26 December 1851.—DURING the course of investigation instituted to-day in consequence of a charge of bribery preferred against Rugonath Rao, the agency head accountant, by Bhutoor Veeneeram, after taking the deposition of the former, he is asked for the gold chain in question, which he produces, and on being weighed, it is found to be of 18 gudeeanas. The chain is for the present retained.

(True translation.)

(signed) *J. T. Barr,* 2d A. P. A.

No. 9.

Johir Nagjee, Hindoo; *Caste,* Banyan; a Mehta; Age, about 46 years; Inhabitant of Rajcote; deposes before Captain Barr.

Question. DID you ever receive ornaments belonging to woman Udee in pawn; and if so, when did you do so, and how much money did you advance?—*Answer.* In Sumvut 1905, I received ornaments belonging to her in pawn, and advanced her 200 rupees, which she said she had taken up to give Rugenath. The account of this transaction is in my chopra.

Did the woman Udee release the ornaments in question?—Rugenath Rao released them by payment of 225 rupees, and I made over the ornaments to Udee, in presence of Rugenath Rao.

When did Rugenath Rao release the ornaments?—About 12 months ago; the date is in my chopra.

When the ornaments were placed in pawn, did Udee alone take them to you, or was she accompanied by Rugenath Rao?—She brought them unaccompanied.

Was Udee alone when the ornaments were released, or was she accompanied by Rugenath Rao?—Udee came to my house, and told me to receive the money, and give her back her ornaments; I said, Very good, and took the ornaments to her house; she then said, "Come with me, and I will cause the rupees to be given to you;" upon which I accompanied her to Rugonath's house, where I found him and his brother Nanabhaee. The time I went there was about eight o'clock, but I forget the exact date.

Did Udee tell you why she wished to pay the 200 rupees you advanced to Rugonath Rao?—No, she did not tell me why she wished to give the money to Rugonath.

By *Rugonath.*] Are Kheta Worah and Wukutchund related to you; and did they prompt you to speak thus?—They are not related to me, and did not prompt me.

You are in the habit of sometimes coming to my house; on these occasions have you found me alone, or with other persons in my company?—Sometimes alone, and sometimes in the company of others.

Are there money transactions between Wukutchund and Sonee Puma, or not?—Yes, there are.

Captain *Barr.*] Why did Udee mention to you that she was about to pay money to Rugonath Rao?—She asked me to advance money to give to Rugonath, upon which I did advance it.

Before these ornaments were placed in pawn with you, were there any money transactions between you and Udee?—No; but I rented a house from her.

You at first deposed that you had given the 200 rupees to Udee, to pay to Rugonath, and then that you had given the money in question to Rugonath yourself, at the desire of Udee: explain the discrepancy?—Udee had arranged to get the money from me; but as it was not in the house at the time, I therefore left her there, and went to fetch it from Madee Hurrukchund's shop; having done which, I paid it over to her. She said it was for Rugonath, and requested me to pay it to him, which I accordingly did.

Why should Udee have asked you to pay the money to Rugonath, instead of taking it to him herself?—She said she did not wish to go to his house at that particular time, and asked me to go, and I complied with her request; I went to Rugonath's about 8 a. m.

Were

Charges against Rughoonath Rao, Ragoba.

Were you and Udee acquainted?—Yes; I knew her from having rented a house which was her property.

Was Rugonath alone when you paid the money to him, or how?—Rugonath and his brother Nanabhaee were together.

By *Rugonath Rao.*] Did you ever mention to any one that Bhutoor Kheta Worah and Poput had joined to bring false charges against me?—No.

Did you ask Udee why she was giving me money, and when the money was repaid, to release the ornaments; did you ask why I paid it to you?—No, why should I ask.

Udee lives near the house of Lussa Worah, brother of Kheta Worah; do you think she is likely to speak as Kheta Worah dictates, or not?—How can I tell; it is true that Kheta Worah formerly lived near to Udee's house, and was in the habit of visiting her.

26 December 1851.

Witnesses to deposition:
Doolubjee Modsunkur.
Nursing Persad.

(True translation.)
(signed) *J. T. Barr*, 2d A. P. A.

Johir Nagjee re-examined by Major Lang.

Question. Udee says that she released the ornaments, on payment of 200 rupees, and you forgave the interest on the loan through friendly motives. Is this the case?—*Answer.* I received 225 rupees, principal and interest.

Udee is here called, and confronted with Johir Nagjee, when she acknowledges that she paid some interest, but professes not to recollect how much, and declares that a portion of the interest was forgiven through motives of friendship.

9 February 1852.

(True translation.)
(signed) *J. T. Barr*, 2d A. P. A.

Udee re-examined by Major Lang.

Question. It appears from an examination of Johir Nagjee's chopra, that 200 rupees were procured from Hurrechund, as cash on a hoondee in Sumvut 1905, and that the money was paid to Rugonath Rao; and in the account with your late husband, contained in the chopra for the same year, where the 200 rupees are debited, the name of the person to whom they were paid is erased; and when the money was repaid, it appears in the account of the transaction in the same person's chopra for Sumvut 1907, that Rugonath Rao repaid the money. Explain this?—*Answer.* I know nothing about this.

By *Bhutoor.*] You have said that you gave a portion of the money realised by the sale of your ornaments to the Gosainjee Maharaj; but he went direct from Nuggur to Hulwud, in the month of Magshur, Sumvut 1907, and from thence to Mutoora; speak the truth on the subject now?—I gave the money to the maharaj; I do not know whether the maharaj came to Rajcote before or after I sold the ornaments.

Where was the maharaj at the time?—He was at Rajcote.

9 February 1852.

(True translation.)
(signed) *J. T. Barr*, 2d A. P. A.

Johir Nagjee questioned by Rugonath Rao.

Question. Did you go to Kheta Worah's house last night; and if so for what purpose?—*Answer.* I did not go to Kheta Worah's house last night, nor did I meet him.

Pragjee Modee had a shop in Rajcote; was he the sole proprietor, or had any one else a share in it?—I have heard that Rooderjee Nundeeram had a share.

You have entered in my name, in Nuthoo Bhut's account, in your chopra; did you do so of yourself, or were you prompted; and will you swear that you entered it of yourself, without being taught to do so?—I entered your name unprompted, and will take an oath to that effect if the Sirkar desires it.

11 February 1852.

(True translation.)
(signed) *J. T. Barr*, 2d A. P. A.

Memorandum.—An oath is administered to Johir Nagjee, who swears to the truth of all the answers he has given to Rugonath's queries on the 11th February 1852.

Johir Nagjee again questioned by Rugonath Rao, on the 9th March 1852.

Question. What relation to you is Laljee Pareek?—*Answer.* He is related by birth distantly to my wife's father.

Charges against Rughoonath Rao Ragoba.

What relationship exists between Laljee Pareek and Kheta Worah?—Laljee Pareek's mother was peetrai bhen to Kheta Worah's father.

Have you any private money transactions with Anutjee (the Joonaghur karbaree), and have you any money transactions with inhabitants of villages held by him in farm?—No.

9 March 1852.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

(A.)

Copy of the Account with Moodee Hurruckchund Pragjee, in the 38th page of Johir Nagjee's Chopra for Sumvut 1905.

Received:	Paid:
200 Company's rupees, equal to 686 korees, at the rate of 100 rupees for 343 korees, in exchange for a hoondee on Morevee; the money paid to Rugonath Rao, and debited to Nuthoo Bhut's account.	A hoondee for 686 korees on Jewan Purshotum, of Morevee, written by myself, payable one day after sight, dated 9th Chuetur Wud.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

(B.)

Copy of the Account of Bhut Nuthoo Midur, in the 40th page of Johir Nagjee's Chopra for Sumvut 1905.

686 Korees, or 200 rupees, Company's currency, paid over in ready money to (*name erased*) 9 Chuetur wud, at the rate of 100 rupees for 343 korees, in exchange for a hoondee on Morevee; the money having been procured from Moodee Hurruckchund Pragjee, advanced on the security of the following ornaments, at the rate of 12 annas per 100 rupees per mensem:

One gold tamb, weight about 7 ½ gudeeanas; one gold vele, weight about 3 ½ gudeeanas; one gold maduleea, weight about 7 gudeeanas; one pair silver kambees, weight about 210 gudeeanas.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

(C.)

Copy of the Account of Nuthoo Bhut, in the 38th page of Johir Nagjee's Chopra for Sumvut 1907.

Received:	
Ks. 755. 7., equal to 225 rupees, ready money, from Raja Shree Rugonath Rao, from a sum of 400 rupees received through Pareek Munguljee Goa, 13th of Pash Wud; 100 rupees for every *Ks.* 335. 12.	686 Korees, balance due; *Ks.* 113. 12., interest on 686 korees for 22 months and four days, up to 13th of Pash wud, Sumvut 1907.
Ks. a. p. 738 10 6 equal to 220 rupees, paid to Worah Kursingjee Gela. 16 12 6 carried to account. 755 7 – Total.	
The ornaments pawned for the 200 rupees, returned to Raja Shree; 44 korees and 5 annas, still due, debited to Rugonath Rao.	
Total, *Ks.* 799. 12.	Total; *Ks.* 799. 12.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

Charges against Rughoonath Rao Ragoba.

(D.)

Copy of the Account of Raja Shree Rugonath Rao Ragoba, in the 40th page of Johir Nagjee's Chopra for Sumvut 1907.

	Ks. 75 1	balance due from old account, in page 38.
	Ks. 44 5	for which he held himself answerable on the part of Bhut Nuthoo.
Total - -	*Ks.* 119 5	

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

No. 10.

Answer of a Punchayet, composed of *Oja Gowree Shunkur*, Karbaree of Bhownuggur, and *Mehta Govindjee Umbaram*, Karbharee of Morevee, to whom Johir Nagjee's Chopra for Sumvut 1905, containing entries having reference to the charges preferred against Rugonath Rao, were shown for inspection and report:—

It appears to us that on the credit side of the account of Modee Hurruckchund Pragjee, page 38 of Johir Nagjee's chopra, Sumvut 1905 (translation, letter A.) the words "Bhut Nuthoo" were written some time subsequent to the making of the remainder of the entry, because the letters composing the name are separated, and because the space within which it is inserted is confined; but we know no reason for writing this name subsequently. It is not according to usage to write, as is done, in the same entry, "Paid to Rugonath, and debited to Nuthoo Bhut," as it should have been stated that the amount had been paid to Rugonath on account of Bhut Nuthoo. In the 46th page of the same chopra, in the account of Bhut Nuthoo, 686 korees are debited, and in the second line an erasure has been made, but we can read that it contained the words, "Raja Shree, to be paid to." We cannot understand why the erasure should have been made.

Answer of the same Persons on Johir Nagjee's Chopra for St. 1907, shown to them for Report.

It appears to us that in the 38th page (translation, letter B.) that the ink used for recording the *Rs.*44. 5., debited to Rugonath, and the *Rs.* 113. 12., interest charged, is thinner than that with which the rest of the entry has been made, and that the letters are smaller, and written with a different pen, but that the hand-writing is the same as that of the rest of account; from which we would conclude that so much had been written subsequently to the remainder. The 220 rupees entered as paid to Worah Kursunjee do not appear in his separate account with Johir Nagjee, and the five rupees, ready money, carried to account in koree account should, we think, have been entered in the rupee one, as it is usual to keep the koree and rupee accounts separately. Upon examining Worah Kursinjee's chopra, however, our doubts with regard to the 220 rupees vanish, because we find Johir Nagjee credited for the amount. It appears to us that the difference of ink used may have been occasioned by the entries in question having been written when the writer was absent with the chopra, away from his usual place of business.

It appears to us unusual to write, as has been done, that 225 rupees were received, from 400 rupees, unless the account had been with Rugonath himself; whereas it is with a third person, Nuthoo Bhut.

10 February 1852.

(signed) *Oja Gowreeshunkur.*
Govindjee Umbaram.

(True translation.)
(signed) *J. T. Barr,*
Second Assistant Political Agent.

No. 11.

Answer of *Johir Nagjee* on the report of Govindjee and Gowrieshunkur being read over to him.

The entries were made at my own house on the date specified. The difference in the writing must have been occasioned by the difference in pen and ink used. I wrote particulars of the 400 rupees in the entry as a memorandum.

10 February 1852.

(True translation.)
(signed) *J. T. Barr*, 2d A. P. A.

Charges against Rughoonath Rao Ragoba.

No. 12.

REPRESENTATION of *Johir Nagjee,* made after apologizing for the trouble he was about to occasion:

THE words "Nuthoo Bhut" were written in the account of St. 1905, about six or seven months after the rest of the entry. The reason for this is, that Udee promised when she pawned the articles to release them in two or three months, and requested me not to insert the name; but, as she did not release them, Nuthoo Bhut's name was afterwards written in the space which had been left for that purpose, should it be necessary. The names Midur Nuthoo were then added to the account in page 40, for St. 1905, which, till then, merely contained the word "Bhut," with vacant space for the additional names. The reason for the thin ink and small letters in the chopra for St. 1907, remarked upon by the punchayut, is, that I was afraid Rugonath should find out that I had written his name in the entry, and I made use of small letters that it might be thought that the handwriting was that of my nephew, Rowjee. I inserted the name that I might, if necessary, hold it *in terrorem* over him, should he be inclined ever to be hard upon me, he being a Government servant. The entry was made a month or a month and a half after the date shown. 13th of Poshwud.

Question by Major *Lang.*] In Hurruckchund Progjee's account, 200 rupees are credited, and the money is entered as paid to Rugonath, and debited to Bhut Nuthoo; what is the meaning of this; is it that the money was given to Rugonath Rao to pay to Udee, or paid to Rugonath on account of Udee?—*Answer.* The money was paid to Rugoonath on account of Bhut Nuthoo, and Nuthoo's wife used to say that she would repay it when she received the amount from Rugonath, and he accordingly did pay it back.

What became of the ornaments after they were released from pawn?—Rugonath, at his own house, gave me 225 rupees, which I paid to Kursin Worah, where I had, in my turn, pawned the ornaments, after which he brought them to my house, and I took them to Rugonath's house, at which time Udee was there, and I made them over to her in his presence.

By *Rugonath.*] You and Udee were on friendly terms, for which reason you advanced me the money; why, then, did you not return her ornaments to her direct, instead of bringing them, in the first instance, to me?—You said that you would pay the money due upon them, and told me to take them to you, for which reason I did so.

Was there any third person by when I said this to you?—Only your two brothers.

By Major *Lang.*] What was written where the erasure in Bhut Nuthoo Midur's account, page 40, of Johir Nagjee's chopra for St. 1905 (translation, letter B.) was made, and why was it erased?—As far as I remember, it was written thus; given to herself (meaning Udee) to give to Rajashree; about eight or 10 months afterwards I noticed that Rajashree stood without any name after it, and as any name might be understood, I thought it better to take out the words "Rajashree," and the rest of that portion of the entry.

Johir Nagjee sworn to the correctness of his deposition.

11 February 1852.

(True translation.)

(signed) *J. T. Barr,* 2d A. P. A.

No. 13.

Bawa Shewadass, Hindoo; Caste, Barragee; Inhabitant of Joonaghur; Age, about 40 years; deposes before Captain Barr.

Question. To whom, through the agency of Munguljee Goa, did you give the hoondee for 400 rupees which you got from Jetpoor?—*Answer.* The hoondee was given to Luckmechund Shinkurdass, that the money might be paid to Rugoonath Rao; Munguljee took the money from Luckmeechund's shop, and told him he had made it over to Rugonath Rao.

For how many rupees was the hoondee?—For 300 rupees; the rest of the matter is known to my servants Banian Dewchund and Sepaee Dado.

On what account did you give this money to Rugoonath?—The nuwab of Joonaghur had taken property from my mutt, and was oppressing me; I gave the money to Rugonath to obtain restitution of the property and a cessation of the oppression.

What did Rugonath make you understand?—He told me that he would write petitions in support of my interests, but he did nothing.

Why, then, did you not make a representation to Government?—If I had been asked, I should have done so; I presented a petition, upon which I was directed to repair to Joonaghur.

Where did you first meet Rugonath?—Munguljee took me to his house. On the return of Major Lang to Rajcote lately, I demanded my money back from Rugonath Rao, who told me that he had given it to my servant Sepaee Dado.

31 December 1851.

(True translation.)

(signed) *J. T. Barr,* 2d A. P. A.

Charges against Rughoonath Rao Ragoba.

Bawa Shewadass re-examined by Captain *Barr* on the 1st January 1852.

Question. Where do Dewchund and Dado reside?—*Answer.* Dewchund at Peeplia, and Dado at Joonaghur; Dado has been imprisoned for the last eight or nine months by Annutjee.

For what reason has he been imprisoned?—I had written a letter from Rajcote to Hubeeb Khan, telling him that I had long been silent under my wrongs, but that I had at last determined to make them known to Government. There was enmity at the time between Hubeeb Khan and Annutjee, and the latter, therefore, seized this letter and imprisoned Dado, who was the bearer of it, and told him to show how he had expended money at Rajcote.

Do you keep a book of accounts?—Yes; it is with Dewchund.

Did any one take 100 rupees back from you six or seven days after the hoondee came?—No; I did not give 100 rupees to any one.

Where did you keep the account of sundry expenses incurred at Rajcote?—Nagjee Lohana keeps it.

Did you pay 100 rupees to Luckmuchund on the 2d of Mahsood, St. 1907, on account of Mooljee Roopsee of Jetpoor?—No.

You say that you did not pay 100 rupees to Luckmuchund, but it appears from his books hat you did; had you not done so, how could he have made such an entry?—Banyan Dewchund, my manager, knows better than I, all about such subjects.

When did Dewchund last come to Rajcote?—I do not recollect positively, but he came either in the month of Post or Mah.

Will the account of Dewchund's daily subsistence expense be found at the same place as yours is kept?—He resided, when at Rajcote, with a female relative, for which reason no account of the nature mentioned was kept.

By *Rugoonath.*] You say that you gave the hoondee to Luckmechund for payment to me; did you tell Lukmechund to give the money to me, or did you tell Munguljee to do o?—I told Munguljee to do so.

Were you at Rajcote when Munguljee gave me the money, and, if so, did he report to you his having done so, and who were present at the time?—I was at Rajcote, and Munguljee told me he had given the money to Rugonath; no third person was present when he made this report.

You have said that you gave the hoondee to Luckmechund; did you tell him to give the money to Munguljee?—I took the hoondee on one occasion to Luckmeechund's shop, when was told that its time had not expired, and directed to return when it had; afterwards I gave the hoondee into Munguljee's hands, who received the money, but I was not by at the ime.

For how many rupees was this hoondee?—Either for 300 or 400 rupees; I had to pay 300 rupees for it; when Dewchund comes he will be able to tell all about it.

Did your case go up before Major Lang or Captain Barr, and, if so, for how many days was it pending, and who was your wukeel?—It went first before Major Lang, and then Kheta Worah was my wukeel; three or four months afterwards it went before Captain Barr, when Bela Wujeram was my wukeel. I do not know exactly how long it was pending; the wukeels know; you placed Kheta Worah as my wukeel.

You say I placed Kheta Worah as your wukeel; did you ask him what I had in my power, since I was merely in the English department, and, if you wished to give me money, why did you not pay it through Kheta Worah, instead of through Munguljee?—When I went to you, you promised to effect my business, for which reason I paid you the money, and I did not pay it through Kheta Worah, because you told me that my affairs must not be conducted by his agency, and directed me to pay the money to yourself; I did not mention his matter to Kheta Worah, nor was any third person present when you spoke to me on it.

Did you not ask Kheta Worah anything about it, or speak to him on the subject?—You old me not to go near Kheta Worah, and so I did not go.

Did you give the money before or after your case came before Government?—After.

Did any one prompt you to take my name, or do you do so of yourself?—No one prompted me; the sircar has asked me, and I therefore speak the truth.

Has your case been decided?—Yes; it has been decided by order of Government.

By Captain *Barr.*] You say your case has been decided; what reason, then, had you for demanding your money back from Rugonath?—Rugonath did not assist in having it decided, and I therefore asked my money back.

How can you tell whether he assisted or not?—Rugonath promised to obtain me an audience, which he failed to do, and I therefore believed that he had not assisted me at all.

Was any third person present when you asked for your money back?—No.

By *Bhutoor.*] Where did you go last night at 11 o'clock?—To my own temporary residence.

Will you swear to this?—No.

Why do you decline to swear to the truth?—What signifies if I went abroad on my own private affairs; I went to the Joonaghur and Jetpor, places of abode; I went also to Shamutkhan's, and also to Prantal's, the brother of the native vaccinator, Hureelal.

Will you swear you went to no other places?—Yes.

What silver ornaments have you presented, and to whom?—I have not presented any.

By Captain *Barr*.] On examination of Modee Nagjee's chopra, it appears that it contains the account of your private subsistence expenses; but it is stated in Luckmeechund's chopra that you paid in 100 rupees on the 2d of Mahshood; where did you obtain this money?—I am not aware; the people of Luckmechund's establishment will know; 100 may have been given back from the hoondee for 400 rupees, which Luckmechund cashed; Dewchund knows.

1 January 1852.

(True translation.)

(signed) *J. T. Barr*,
Second Assistant Political Agent.

Bawa Shewadass, re-examined by Major Lang.

Question. Do you know who gave the 100 rupees back to Luckmuchund?—*Answer.* Munguljee did.

Why did you not tell this before?—I did not recollect before.

Munguljee is confronted with the Bawa, and declares he knows nothing of the 100 rupees in question.

9 February 1852.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

Bawa Shewadass, re-examined by Major Lang.

Question. Rugonath represents that your dispute with the Nuwab was settled in the month of Kartuk, St. 1907, and it appears that you gave a farm of the village on the security of the nuwab to Bhugwanlal; then what was the necessity of giving money to Rugonath in the month of Pash, after the matter had been settled?—*Answer.* Anuntjee in the month of Kartuk gave me a letter which I took to Joonaghur, and I took up money from Bhugwanlal to enable me to present a nuzerana to the Nuwab, but my complaint was not decided on. On the contrary, a few days afterwards moshuls were imposed upon me to force me to give a razeenama, without the restitution of the property of which I had been plundered; upon which in the month of Mogsur, of the same year, I came again to Rajcote, and told Rugonath that my business had not been settled, and asked him for my records, that I might proceed to the Political Agent's camp. Rugonath said, I should not have them unless I paid for them, and it was then that I got the hoondee sent from Jutpor. Some minor points of my dispute still remain unadjusted.

What records were there?—Rookas, purwanas, &c., having reference to the village, which Rugonath Rao sent by the hands of Bulwant Rae to Shet Doongursee in Rajcote, and of which Rugonath caused their return to me by writing a note upon that shait in question. Rugonath took a receipt for them from me.

Have you a copy of the receipt?—No.

You borrowed 5,000 rupees from Bhugwanlal in Kartuk Shood; then what was the necessity of borrowing money about two months afterwards from Dewchund?—My money transactions with Bhugwanlal were carried on through Dewchund, who received the 5,000 rupees on my account, for *Rs.* 1,212. 8., of which there was a hoondee, which he changed for one of equal value in rupees at Jetpoor, and sent to Rajcote. I did not borrow money from Dewchund.

9 March 1852.

(True translation.)

(signed) *J. T. Barr*, 2d A. P. A.

No. 14.

Mowjee Jetho; Hindoo; Caste, Banian; Merchant; Age, about 32 years; Inhabitant of Gondul; at present Gomashta of Luckmeechund Sunkurdas's Firm; deposes before Captain Barr.

Question. In the 232d page of your avera (journal) for St. 1907, it is written that a hoondee for 400 rupees, written by Doosee Roopsee Mooljee of Jetpoor in favour of Bawa Sewadass, had been cashed and paid to Parek Munguljee Goa; who counted out the money, and into whose hands was it paid?—*Answer.* I paid the money to Munguljee.

Was the Bawa present when you counted out the money to Munguljee?—No.

Before it was cashed, did the Bawa on any occasion show the hoondee to you?—No, I think not, but cannot say positively. Munguljee brought the hoondee when it was cashed. In the chopra it is stated that the hoondee was cashed in the presence of the owner.

On what date did you enter this amount in the daily cash account as paid?—The date of the hoondee is Poshwud Arnas (30 of Poshwud), and it appears from the daily cash account that it was cashed on the same date.

Charges against Rughoonath Rao Ragoba.

By *Rugonath Rao.*] If the owner of the hoondee presented it, what was the necessity of the presence of any one else when it was cashed?—When the owner of a hoondee is not a person whom we know, it is sometimes usual to have some known individual present as a security.

27 December 1851.

(True translation.)

(signed) *J. T. Barr,*
2d Assistant Political Agent.

Mowjee Jetho, again examined by Captain Barr.

Question. Munguljee states that he took the duplicate of the hoondee to you, and arranged that it should be cashed, after deducting discount for the number of days remaining to complete the sight at which it had been drawn, and that you took the money and accompanied Munguljee to Rugonath's house; is this correct?—*Answer.* Munguljee brought me the duplicate, and I went with the cash, accompanied by him, to Rugonath's for that person's security. I asked Rugonath, "Who will be security for the 400 rupees?" and he answered, "I will."

Who actually carried the money, and who counted it over to Rugonath?—I do not recollect whether it was I or Munguljee who was the bearer of the money; *Rs.* 399. 4. were counted out at Rugonath's house, but I forget which of us counted the amount.

Why did you charge a discount on the hoondee?—It was cashed before the sight was expired.

Do you know why the money in question was given to Rugonath?—No.

Did the Bawa ever go to your place of business?—I never saw him there.

30 December 1851.

Witnesses to deposition,
Rewashunkur.
Veerchund.

(True translation.)

(signed) *J. T. Barr,* A. P. A.

Mowjee Jetho, questioned by Rugonath Rao.

Question. The deposition you have given on the 27th December and to-day (30 Dec.) differ from each other; account for this?—*Answer.* What additional particulars came to my recollection to-day, I have deposed to.

If you paid the money to me, why did you enter in your account that it had been paid through Munguljee?—Because Munguljee presented the hoondee. He also endorsed it as contents received.

As you paid the money to me, why did you not get me to endorse the hoondee as contents received?—Munguljee presents the hoondee, and therefore endorsed it, whilst you gave your security.

Why is no mention made of the security in your books?—Sometimes such a matter is entered, and sometimes not.

On a former occasion, when asked for your account, you mentioned merely 400 rupees; how is it that you did not then remember the particulars you afterwards deposed to?—I was not then asked where the money had been taken to.

From the date of your first deposition till to-day, has Johir Nogjee ever gone to you?—Yes, he came to inquire about a hoondee drawn upon him, which we received.

Did you not speak of any other matters?—No.

Was your first deposition or the one given to-day the true one?—What I have deposed to to-day, is true.

30 December 1851.

(True translation.)

(signed) *J. T. Barr,*
Assistant Political Agent.

Mowjee Jetho, re-examined by Major Lang.

Question. Has any portion of these 400 rupees been received back by you?—*Answer.* Yes; 100 Company's rupees are entered as received in my chopra, date 2d Mahshood; and it is mentioned that the amount had come in ready money from Bawa Sewadass. When Munguljee took the 400 rupees, I told him that I would take back whatever sum the writer of the hoondie might state to have been paid in excess. Two or three days after the hoondie was cashed, I received advice from Roopsee Mooljee directing me to pay 100 rupees less than the amount entered in it; upon which I told Munguljee to return 100 rupees, and this he accordingly did.

Where did he obtain the 100 rupees to return to you?—I do not know.

As

Charges against Rughoonath Rao Ragoba.

As Munguljee paid the 100 rupees, why did you put the amount down as received in ready money from Bawa Sewadass?—He paid the money on the Bawa's account, for which reason I entered the Bawa's name.

31 January 1852.

(True translation.)

(signed) *J. T. Barr*,
Acting Political Agent.

Mowjee Jethoo re-examined by Major Lang.

Question. Are you certain that Munguljee repaid you the 100 rupees?—*Answer.* Yes, I am certain that he repaid them.

Munguljee and Mowjee are confronted, and the former is questioned and replies, "I know nothing about the repayment of these 100 rupees. If I had repaid them he would have entered in his chopra, received 'through Munguljee.'"

Mowjee's examination is now proceeded with.

If Munguljee paid the money, why did you not enter the words "through (or by the hands of) Munguljee"?—I omitted to do so; but he paid the money, and I am ready to take an oath to that effect, if the sircar wishes it.

Munguljee also declares himself willing to swear that he did not pay the money.

9 February 1853.

(True translation.)

(signed) *J. T. Barr*, A. P. A.

No. 15.

Mowjee and *Munguljee* confronted and examined by Major Lang.

Munguljee acknowledges that he repaid the 100 rupees, although he cannot recollect from whence he obtained the money. He says that the payment of the 100 rupees came to his recollection from having examined Mowjee's daily cash account, and seen the sum of four annas as received through him entered immediately under the entry for 100 rupees. He states that he still owes one anna out of the four to Mowjee. Munguljee is then asked whether he can swear that he does not recollect from whence he obtained the 100 rupees, and he refuses to do so. He states that in all probability he obtained this money from the same person, whose name he has mentioned in his deposition as the recipient of the 400 rupees (Rugonath), but that he is not certain on the point. Munguljee is now questioned by Rugonath:

Question. Did Mowjee show you the entry of 4 annas last night or this morning?—*Answer.* He showed it me last night as we were returning home from the bungalow.

Mowjee is now questioned by Rugonath Rao:

Are the 4 annas credited included in the 100 rupees, or are they separate?—They are included in the 100 rupees; I gave a 4-anna piece to Munguljee, and took copper in exchange.

You have entered the exchange of the 4-anna piece for copper; why is there no entry of the exchange of 2 and 4-anna pieces into whole rupees?—Sometimes an entry is made, and sometimes not. It is not invariably entered.

Munguljee questioned by Major Lang.

Moolchund Veerjee says you took one anna to pay to Waga Parek as dulalee, and that he owes this anna; is this true?—It is true that one anna was given to Waga Parek, but I forget what the dulalee was for.

Mowjee questioned:

Did Munguljee give one anna to Waga Parek as dulalee?—Yes, he did, but I do not know what the dulalee was for.

Munguljee recollects, when reminded by Mowjee, that the 100 rupees were repaid altogether in 8 and 4 anna pieces. Mowjee says that none of the 100 rupees was repaid in whole rupees, although he cannot recollect the proportions in which the smaller coins were paid.

10 February 1852.

(True translation.)

(signed) *J. T. Barr*,
Assistant Political Agent.

No. 16.

Charges against Rughoonath Rao, Ragoba.

No. 16

Mulchund Veerjee, Hindoo; caste Banian; Merchant, age about 50 years; Inhabitant of Rajcote, and Gomashta to Parek Lukmeechund Sunker, deposes before Major Lang:

I do not recollect the date, but one day Munguljee took 300 rupees from our place of business, and returned with the 4 and 2-anna pieces to have them changed for whole rupees. I do not know how many rupees he thus changed. (In reply to a question put.) Munguljee took away the 300 rupees at night, and returned the same night or the following morning, to have the 2 and 4-anna pieces converted into whole rupees; we do not keep any record of money thus changed. I do not know whether any portion of the amount he took away was returned or not. On the daily cash account, page 96, being shown to deponent, he states that this account is in the keeping of Mowjee, and that he, deponent, is ignorant concerning it, but that he knows so much concerning the four annas [credited with a memorandum that one anna of the amount is still due by Munguljee,] that Wagjee Parek asked for dulalee from Munguljee, and that one anna was returned to the latter from the four annas he had just paid in. Deponent does not know what the dulalee was for. The daily cash account is shown to deponent, and he is asked to examine four or five pages before and after the one in which the 100 rupees are entered, and to make known whatever may strike him. After the examination, he states that in the 91st page, 400 rupees are entered as paid to Munguljee on a hoondee drawn by Roopsee Mooljee, and in the 96th page 100 rupees are entered as received back in consequence of advice from Roopsee Mooljee. Deponent does not know who returned the money, but is made aware of its return by the entry to that effect.

Question by *Rugonathrao.*] Did you and Mowjee have any consultation regarding this account last night or this morning?—Deponent answers, No; but that he had seen Munguljee seated with Mowjee last night.

10 February 1852.

(True translation.)

(signed) *J. T. Barr,*
Assistant Political Agent.

Copy of Extract from Parek Luckmeechund Sunkardass' Chopra for Sumvut 1907, containing the Journal and Daily Cash Account.

Page 232 of the Avera or Journal.

Credit:

12 annas as discount for a hoondee for 400 rupees.	1,200 korees debited to Dosa Roopsee Mooljee, of Jetpoor, on account of hoondee for 400 rupees drawn in favour of Bawa Sewadass Sookramdass, dated Posh Wud 30. Cashed through Parek Munguljee Goa, in Company's rupees.
	Page 91 of the rozmel, or daily cash account, commencing on the 13th of Posh Wud, Wednesday, 400 rupees on account of Rupsee Maljee. Paid to Parek Munguljee for a hoondee.

Memorandum.—In the above daily cash account an entry immediately above and another immediately below the one extracted is dated Posh Wud 14th, from which it appears certain that the extracted one must be of the same date.

Page 244 of the Journal.

Credit:

300 korees to Dosee Roopsee Muljee, of Jetpoor, for 100 rupees ready money from the 400 rupees paid to Bawa Sewadass Lukramjee.

(True translation.)

(signed) *J. T. Barr,*
Assistant Political Agent.

No. 17.

Munguljee Goa, Hindoo; caste Banyan; age about 25 years; Inhabitant of Rajcote, and in the service of Shet Doongursee, deposes before Captain Barr:

Question. Tell what you know regarding a hoondee for 400 rupees, which got cashed last year by Luckmeechund Sumkurdass?—*Answer.* A Bawa, name and place of residence unknown, and place of meeting him forgotten, said to me I have the duplicate of

Charges against Rughoonath Rao Ragoba.

of a hoondee on Luckmeechund Sunkurdass, and I answered, "Very good; present the duplicate, and I shall cause the money to be given to you." The Bawa and I then presented the hoondee to Mowjee. I do not recollect whether I remained there after this or not.

Did you take the money when it was counted out into your charge or not?—No.

Were you present when the Bawa received the money?—I do not know whether the Bawa received the money or not.

Was the hoondee cashed before or after the expiration of the sight at which it had been drawn?—It was cashed before.

Was discount paid on this account?—It may have been, but I do not recollect.

The hoondee was the Bawa's, and he was to receive the money; what then was the reason of your accompanying him?—Mowjee gave me half a rupee, for which reason I accompanied the Bawa.

Before this occasion did you ever receive payment for taking persons to have their hoondees cashed?—I never caused a hoondee to be cashed before the one in question, and I was not security for it.

Where was the Bawa's temporary place of abode in Rajcote?—I do not know; I know him, because I was in the habit of meeting him in the bazar.

Did you know him before he brought you the hoondee?—Yes, 10 or 12 days before.

How did you come to know him?—I met him when I was going out from Moljee Jooguteea's, and our acquaintance commenced from that circumstance.

If you and the Bawa did not know each other before, how is it then that when you were conversed with just now, you told me that 100 rupees had been returned from the 400?—Mowjee told me that advice had been received from Jetpoor to take back 100 rupees out of the 400, and he also told me that the money had been returned.

Do you know who repaid the 100 rupees?—No.

Do you know for what purpose the Bawa procured the money?—No.

Who was the writer of the hoondee?—Roopsee Modee, of Jetpoor.

How many days did the Bawa remain at Rajcote after he cashed the hoondee?—I saw the Bawa for 15 days afterwards, at the end of which time I went to another village.

As he remained at Rajcote for 15 days afterwards, why should he have had the hoondee cashed before its date had expired?—How can I tell.

By *Bhootoor*.] Would a sowcar enter any one's name as huste (through the means of) when a payment is made, if he were not present at the time?—No, not if he were not present.

In Luckmeechund's books your name appears thus, how then can you say that you were not present?—I was not present.

Last Saturday did any one go to you from Shet Doorgursee?—No.

29 December 1851.

Witnesses to deposition:
Nurberam.
Veerchund.

(True translation.)

(signed) *J. T. Barr*,
Assistant Political Agent.

Munguljee Goa having been kept under arrest during the night to prevent his communicating with other witnesses, called for examination, and having the following morning expressed a wish to be again allowed to give his deposition, is re-examined by Captain Barr on the 30th December 1851.

Question. Who endorsed contents received on the hoondee?—*Answer*. I did.

In whose name?—I forget whether it was in the Bawa's or my own.

Munguljee then unquestioned, states: Ragonath gave me the hoondee for 400 rupees, and told me to get it cashed, and I went and presented it to Mowjee, who, after deducting discount, gave me *Rs.* 398. 12; we both went to Rugonath's house, Mowjee carrying the money.

Was the Bawa present when you took money to Rugonath?—No.

Was the money given by day or at night?—By day, I think.

What became of the 1 rupee 4 annas deducted for discount?—Mowjee kept 12 annas, and gave me 8.

Where did Rugonath expend this money of the hoondee?—I do not know.

By *Rugonath*.] How is it that your depositions of yesterday and to-day differ?—Both are true.

Were you alone when you gave me the money, or was any one with you?—I do not recollect.

Did any one tell you to bring a false charge against me, and that he would give you money for your father's mourning expenses (dara)?—A Banyan said to me to me that a certain person (no name given) called me. This was six or seven days after the death of my father, who died 23 days ago. I will not tell the name of the Banyan, or the person who called me.

By

Charges against Rughoonath Rao Ragoba.

By Captain *Barr.*] Have you deposed to-day through fear of being kept under arrest, or is what you have said all true?—What I said on both days is true, but I was anxious to be out of arrest, because to-morrow is my mother's chumasee. (Festival six months after death.)

By *Rugonath.*] You have said that husti would not be written if the person to whose name it was attached had not been present, how then does your name appear in Johir Nagjee's chopra with "hustee" after it?—I think I paid the money to Johir; but he yesterday told me that I had not, and that my name had been entered at the desire of Rugonath.

Is what you deposed yesterday true, or what you deposed to-day; and if the former be true, did you give your deposition to-day that you might get out of arrest for your mother's chumasee to-morrow?—I deposed to the truth both days.

Why will you not mention the name of the Banyan who told you that a certain person had called you?—I live in Rajcote, and if I mentioned the name I would suffer for it, either now or 10 or 20 years hence.

Is there any account of this money in your chopra?—No.

You keep an account book, and why is this not in it?—I ought to have done so, but neglected it, although I received half a rupee.

30 December 1851.

(True translation.)

(signed) *J. T. Barr,*
Assistant Political Agent.

Munguljee Goa examined by Major Lang.

Question. Of the 400 rupees 100 are entered as received in Luckmeechünd's chopra; what do you know of this?—*Answer.* I know nothing about it, except from what Mowjee told me.

9 February 1852.

(True translation.)

(signed) *J. T. Barr,*
Assistant Political Agent.

No. 18.

Dewchund Dama, Hindoo; caste Banyan; Merchant; age about 40 years; Inhabitant of Peeplio, a village belonging to Bawa Sewadass, under Joonaghur; deposes before Lieut. Nicholson:

Question. ARE there any money transactions between you and Bawa Sewadass; if so, show them?—*Answer.* Yes; there is an account of these transactions, from which it can be seen that I gave him a hoondee for 400 rupees, drawn by Roopsee Muljee, of Jetpoor, on Luckmeechund, of Rajcote, for which I have credited Roopsee Mooljee with 1,425 korees, in the 197th page of my chopra, and I have made a memorandum of the Bawa's name in this entry, for which reason I have not entered it separately in his account. This transaction is properly between the Bawa and Roopsee, but I have credited it in my chopra; 100 rupees of these 400 were subsequently returned to Roopsee; I have debited him with that amount (100 rupees).

Show how the Bawa expended the 400 rupees, for which you have given Roopsee credit?—I do not know anything of this matter; the Bawa knows.

Where is this Bawa's chopra?—I do not know. It must be with the Bawa, up to the Dewalee of Sumvut 1906; I wrote the Bawa's account in his chopra, and not after that date. The Bawa was in the habit of putting down accounts on separate pieces of paper, which he kept himself, and he discharged me from his service from the month of Kartick last.

Why did the Bawa bring the money in question to Rajcote in Sumvut 1907; and what did he do with it?—I do not know how he spent it.

Did you come to Rajcote last year?—No; I came upon the Dewalee of Sumvut 1906, on my private affairs; and the Bawa was at Limbee then and not Rajcote.

Did the Bawa ever tell you that he had spent the money in a certain quarter?—No.

Confronted with Bawa Sewadass and questioned.

Bawa, where is your chopra?—It is at Joonaghur, but the account of the money in question is not in it; and there has been no examination of the accounts between me and Dewchund for the last two or two and a half years; what I got from him is in his chopra.

8 January 1852.

(True translation.)

(signed) *J. T. Barr,*
Assistant Political Agent.

Charges against Rughoonath Rao Ragoba.

The Bawa having represented that he had sent Esoo, then a peon in the mohsullee department of Government, and a servant of his own named Takura, a Hujam, to fetch the money from Dewchund, that individual is again examined by Captain Barr on the 10th January 1852.

Question. When and for what purpose did Putawala Esoo go to you?—*Answer.* I do not remember the month, but Esoo and Hujam Takura came to Peeplea, and the former brought me a letter from the Bawa, directing me to send a hoondee for 400 rupees by the said Esoo, but as Roopsee was absent at Dhorajee at the time, I sent Esoo back without the hoondee. I sent by him 27 pice weight of opium, 20 guz of Juggunaut cloth, and half a piece of cloth called lutta, for the Bawa. Esoo came on the Bawa's mare, and I gave him one koree for expenses, one for himself, and one pice weight of opium.

How long after Esoo returned did you send the hoondee?—I do not recollect how many days after, but sometime after I sent the hoondee for 400 rupees. The hoondee was lost, and I was obliged to send a duplicate of it. I could not give Roopsee more than 300 rupees, so 100 from the hoondee was recalled.

Did you get the hoondee before you paid the money, or how?—I first got the hoondee, and afterwards paid 300 rupees to Roopsee.

Why did you pay 300 rupees?—I had no more at the time; I debited the Bawa with korees to the value of 300 rupees.

By whom did you send the hoondee?—I forget; but I sent the duplicate by Hujam Takura.

How did you become aware that the hoondee had been lost?—The Bawa wrote to me to say so, and asked for the duplicate.

Where is the letter which Esoo brought, and the one calling for the duplicate?—I have not kept them.

Did you send a letter on the Bawa by Esoo?—Yes; I wrote it with my own hand.

Did the Bawa send you a receipt for the articles you sent by Esoo?—No; he told me when he visited Peeplia last Chuetur, that he had received all the articles with exception of the cloth (lutta), and I told him to ask Esoo what had become of it.

Had Esoo his belt with him when he came to Peeplia?—Yes, he had.

Did it strike you as strange that a Putewalla should come to you?—No; when I failed to give him the hoondee, he desired me to repair to Rajcote, to answer for my conduct, and I refused, although much pressed by him, after which I gave him the opium and koree for himself, and he mounted and rode off.

Where does Hujam Takuro reside?—At Limbee.

Did Esoo come to you at Peeplia on any other occasion?—No.

Before or after Esoo's visit did the Bawa mention the 400 rupees to you?—I forget whether it was before or after Esoo's visit; but on one occasion at Joonaghur, the Bawa said he had to pay 400 rupees at Rajcote, and that it would be hard upon him if a horseman came to demand the amount, and that I must therefore send him a hoondee for it, and I agreed to do so.

Did the Bawa tell you to whom the money was to be paid?—Yes, he did; but I have forgotten the name.

10 January 1852.

Witnesses to deposition:
Rewa Shunkur.
Poput Waljee.

(True translation.)
(signed) *J. T. Barr*,
Assistant Political Agent.

No. 19.

Esoo Kesur, Mussulman, age about 25 years, formerly a Mohsullee Peon, deposes in presence of Captain Barr:

I do not recollect the day or month; I was about to proceed to Kurrachee, and had obtained leave for this purpose from Dr. Davidson; Bawa Sewadass was at Rajcote at the time, and there was an intimacy between us, and he asked me to go as far as Peeplia with a letter, and to call a Banyan from thence. I assented, and proceeded to that place on his mare, and gave the letter to the Banyan, whose name I am ignorant of. I remained there two days, and returned to Rajcote with a letter from the Banyan to the Bawa.

Question. Do you know what the Bawa had written in his letter?—*Answer.* No.

Did the Bawa tell you to bring a hoondee or money from Peeplia?—No.

Did any one accompany you when you went to Peeplia?—A hajam of the Bawa did, but I do not know his name.

When you went did you take your belt?—Yes.

The Bawa and Esoo are then confronted, and the former questions the latter.

Were you in the habit of coming with Rugonath to my residence when I lived in Dirjee Ladha's house, in Rajcote?—No, not with Rugonath, although I have gone there alone.

Did

Charges against Raghoonath Rao Ragoba.

Did you come to my house with Rugonath when Jemadar Syud bin Nasur visited me?—No, not with Rugonath; I went alone, about 12 o'clock, to drink kusoomba, on the occasion referred to.

By Captain *Barr.*] Peeplia is 24 koss distant; did the Bawa give you anything for going so far, or promise you any reward?—Yes, he said he would give me what he thought sufficient. I said I was in want of clothes, and he told me to get cloth from the Banyan at Peeplia, and I got 20 guz of lutta, from which I gave the hujam who accompanied me seven haths.

As the hujam went to Peeplia, what was the necessity of sending the letter by you?—I was sent to Peeplia, and the hujam accompanied me to look after the mare.

Did the hujam return with you to Rajcote?—I arrived at Rajcote between twelve and one o'clock, and saw the hujam in the town the same evening; but we did not return together, from Peeplia.

By *Bawa.*] Did you never call me to Rugonath's house?—No, I never called you.

Why did the Banyan give you opium and a koree?—He gave me opium and a koree, and he gave the hujam a koree for food for the mare.

Will you swear on the Koran that you never saw Rugonath at the Bawa's?—(The Koran is put into his hand and he acknowledges having seen Rugonath's brother, Nanabhaee, at the Bawa's, but swears he never saw Rugonath there.)

10 January 1852.

Witnesses to deposition:
Rewa Shunkur.
Poput Waljee.

(True translation.)
(signed) *J. T. Barr,* A. Poll. Agent.

Esoo Kesur questioned by Rugonath.

Question. You have sworn to having seen my brother Nanabhaee on one occasion at the Bawa's; is this true; and if so, how many days is it since you saw him there?—*Answer.* I did not say that I had seen Nanabhaee at the Bawa's; I said I saw him passing along the road near the Bawa's house.

20 January 1852.

Witnesses to deposition:
Gela Annundram.
Poput Waljee.

(True translation.)
(signed) *J. T. Barr,* At. Poll. Agent.

No. 20.

Takuro Jetho, Hindoo; caste Hujam; age about 18 years; Inhabitant of Timbee, a village of the Joonaghur Talooka, deposes before Captain Barr:

I was in the service of Bawa Sewadass last year, for one year, and I accompanied him to Rajcote, where we remained six or seven months in the house of Dirjee Ladha.

Question. Did you see Rugonath and others visiting the Bawa?—*Answer.* Yes; Rugonath and his brother Nanabhaee, and a person named Dwarkadass Praulol, and Esoo Puttewala were often in the habit of visiting the Bawa at night.

Did Rugonath, his brother Nanabhaee, and Esoo Putewalla come to the Bawa's house on the night of the day on which Jemadar Syud bin Nusur went there to drink kussoomba?—Yes.

Did you go to Peeplia with Esoo more than once?—No, I only went once.

Was Esoo in the service of the Bawa, or how?—He was not in his service, but he went to Peeplia at his bidding.

Do you know why the Bawa sent him there?—To fetch money; how much I do not know. The Bawa gave Esoo a letter for Banyan Dewchund, which he delivered, but the Banyan did not give him any money; he gave him certain articles for the Bawa.

Was the Bawa in the habit of visiting at Rugonath's house?—Yes, sometimes at night, when I used to accompany him, and to remain seated on the steps whilst he was inside.

Did the Bawa tell you how much money was to be brought from Peeplia?—No.

Where was the Bawa's place of abode when he first came to Rajcote?—In a house belonging to a khuwasin named Rooree, and afterwards in the house of Dirjie Ladha, which Esoo procured for him.

Did Dewchund give you any letter for the Bawa?—Yes; he gave one to me and one to Esoo.

Did

Charges against Rughoonath Rao Ragoba.

Did you or Esoo first reach Rajcote on your return?—Esoo reached first.

Was Esoo mounted when he went to Peeplia?—Yes; he rode the Bawa's mare.

16 January 1852.

Witnesses to deposition:
Kurparam Hemutram.
Hurree Shewram.

(True translation.)
(signed) *J. T. Barr*, A. Poll. Agent.

No. 21.

Khetsee Gela, Hindoo; caste Banyan; profession, a Vakeel; age about 42 years; Inhabitant of Rajcote, deposes in presence of Major Lang, Political Agent:

Question. Bawa Sewadass states that when he was prosecuting his complaint against Joonaghur, Ragonath Rao caused you to be appointed his vakeel; state particulars of this circumstance?—*Answer*. When the Sirkar's swaree (meaning Political Agent's establishment) was at Rajcote, in Sumvut 1906, I forget the date, but about two months before it proceeded again into the districts, Bulwuntrao, moonshee of Joonaghur, brought the Bawa to my house. The Bawa remained at some distance, and Bulwuntrao said to me, "This Bawa has a complaint against Joonaghur, and Rugonath has advised him to write a petition, which you must make out. At present the Bawa has come away in a hurry, and has nothing for expenses; but after his business has been effected, I will cause you to be remunerated." I said, "Very good, let him bring his records and proofs to me." They then both went away. On the same day, or next day, I went to Rugonath's house, and he asked me why I did not write the petition for the Bawa. I answered that I had not leisure, and that the Bawa had not come to me. He then said, if he comes to you by-and-bye, write his petition for him, and I will cause you to be remunerated, and added that it was a case which might be decided on one petition. I replied, "The man is a Bairagee, why should I charge for a single petition? I shall write it for him." Afterwards the Bawa brought his lekhs (writings) to my house, and after making a copy of them, I wrote a petition for him.

Was the matter about which you wrote settled?—I have heard that a memorandum was appended to the petition, stating that the matter had been settled amicably. At that time Anuntjee, the Joonaghur karbaree, was at Rajcote.

When you heard of the settlement, did you ask anything for your services?—No.

Why not?—I did not expect anything, and wrote for him because he was a Bairagee; a few days ago Captain Aston came from his own bungalow to the agency one, and I went to his bungalow, to look at the furniture for sale, when I met Bawa Sewadass, who asked me whether I had received a "mundil" which he had sent me, through Rugonath, as a reward for my services. I answered no; and the Bawa asked me to swear, upon which I swore upon a "Mala."

Did any one else speak to you on the Bawa's affairs?—No; the Bawa himself came to have the petition written, and after that I never saw him at my house, and never met any messenger of his.

Before or after you wrote the petition did you hear that the Bawa had sent for money?—No.

The Political Agent's establishment left for the districts in November 1850; did you accompany it or remain at Rajcote?—A few days after it had left, I followed it to Balacherree, and accompanied it as far as Hulwud, where I separated from it, which was about Pash Sood or Wud, I do not exactly recollect which. In Mah Shood, there was a marriage in my family, for which I came to Rajcote.

By *Rugonath*.] Was I alone when I told you to write the petition for the Bawa, or was any third person present?—Your two brothers were present, I do not recollect any one else being so.

You are in the constant habit of coming to my house, why should I not tell you myself, instead of sending the Bawa to you with Bulwuntrao?—At the particular time I may not have gone to your house, and you therefore probably sent the Bawa to me with Bulwuntrao, who introduced him to you; for I asked you how you became acquainted with the Bawa, and you told me he had been recommended to you by Bulwuntrao, and that the Bawa was an inoffensive person, and you therefore patronised him.

How many days ago did the Bawa speak to you about the mundil?—About 15 days ago.

Why did you not ask me about the mundil?—I did not know whether what he said was true or false, and, therefore, did not ask, because the question would raise evil feeling.

Sewadass Bawa being present, is questioned by the Political Agent.

Did you ask Ketahworah about the mundil?—Yes, I did.

Why did you ask?—There was a marriage in Ketahworah's family in the month of Mah, Sumvut 1907, and I sent a mundil through Rugonathrao.

Why did you not give it direct, instead of sending it through Rugonath?—I wished it to be given through Rugonath.

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From whence did you get the mundil?—It was one of two mundils I had received from Joonaghur for my father's darra; one Rugonath was to keep, and the other to give to Kheta Worah.

Was any one with you when you gave the mundils?—My servant, Arab Abdoolla, was with me, and Banian Dwarkadass and Bramin Sewnath are aware of the circumstance.

What were you doing at Rajcote in the last month of Mah?—I remained on the faith of Rugonath's promise that my business would be effected.

My establishment left Rajcote two or three months before Mah, and Captain Barr had also left for Wagur, why then did you remain; state after due consideration, for if you state falsely your daily subsistence account will be examined?—Three or four days before the Dewalee I went from hence to Joonaghur, where I remained about one and a half or two months, and from thence I returned hither, where I remained about one month, after which I repaired to your camp.

By *Ragoonath.*] Were Dwarkadass and Sewnath present when you gave the mundils, or did you tell them you had given them; and if so, how many days ago did you tell them?—When I gave the mundils, these two were not present; but 10 or 15 days afterwards Dwarkadass asked me what I had left, and I answered mundils.

How did they gain the information upon which they questioned you?—They were in the habit of visiting me, from which they must have gained their information.

By *Bhutoor.*] Did Dwarkadass visit you from personal acquaintance, or did he come from Rugoonath?—I knew him through my acquaintance with Rugonath.

By *Rugonath.*] Did I ever tell you to receive Dwarkadass, and if so, before whom did I tell you?—You told me, but no third person was by at the time.

1 January 1852.

(True translation.)

(signed) *J. T. Barr*, A. P. Agent.

No. 22.

Doongursee Dewsee, Hindoo; caste Khutree; Merchant; age about 40 years; Inhabitant of Rajcote, deposes before Major Lang:

Question. Bawa Sewadass, of Peeplia, says that the Rookha of his village was lodged with you by Bulwuntrow, and that you returned it in a note from Rugonath, after taking a receipt; tell particulars of this?—*Answer.* Two years ago there was excessive rain, which threw down Bulwuntrow's house, on which account he placed his box in my house; he placed it himself, and took it away himself, and this is all I know of the matter.

How long did Bulwuntrow's box remain with you?—I do not remember.

When I and my establishment proceeded into the districts in Kartuck, Sumvut 1907, was the box with you or not?—I do not remember.

Was this box locked or open?—I do not know.

Was the key placed with you?—No.

9 March 1852.

(True translation.)

(signed) *J. T. Barr,* A. P. Agent.

No. 23.

Bulwuntrao Jodrai, Hindoo; caste Kutree; age about 35 years; Inhabitant of Joonaghur, deposes before Major Lang:

Question. Bawa Sewadass says that the original bookha of his village of Peeplia was placed with you, is this true?—*Answer.* This statement is entirely false, and made according to the prompting of some other person.

Did you place any property in the house of Doongursee Shet?—Yes; two years ago, from excessive rain, my house fell, when I placed my property in Doongursee's house, where it remained two or three days; after which I placed it in a house hired from Nana Droo.

Where was this property when I proceeded into the districts in Kartuck last year?—It was with me, and I accompanied your camp.

9 March 1852.

(True translation).

(signed) *J. T. Barr,* A. P. Agent.

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No. 24.

Sunderjee Petamber, Hindoo; caste, Durjee; age about 33 years; Inhabitant of Rajcote, in the service of Doongursee, deposes before Major Lang:

Question. Bawa Sewadass says that you were serving at Doongursee's when he went to get his records; is this true?—*Answer.* On one occasion I saw this Bawa at Doongursee's, but I cannot remember the day or month, and I do not know what he said to him, or what he took away, as I was at work below.

9 March 1852.

(True translation.)

(signed) *J. T. Barr*, A. P. Agent.

No. 25.

Report of a Punchayet, composed of *Gowrishunkur Oodeshunkur*, Karbaree of Bhownuggur, and *Govindjee Umbaram*, Karbaree of Morevee, on Extract 6 from the Chopra of Luckmeechund Sunkurdass, submitted to them.

In the avera or journal, the account is for the days between Posh Wud 13th, and Posh Amash, or 30th, within which dates is the entry of 400 rupees, debited to Roopsee Mooljee. There are entries below this, dated 13th and 14th of Posh Wud, and therefore this entry may be of either of these dates. In the rozmel or daily cash account, no date appears opposite the entry of those 400 rupees, but above and below it there are entries, dated 13th and 14th of Posh Wud, and it may be of either of these dates, for we cannot say from the chopra positively which of them it is.

10 February 1852.

(True translation.)

(signed) *J. T. Barr*, A. P. Agent.

No. 26.

Reply of *Rugonathrao*, on the Evidence above taken in this case.

To Major *Lang*, Political Agent in Katteewar, the representation of *Rugonath Ragoba*, Head Accountant.

Bhutoor Veeneeram, an inhabitant of Gogeh, incited by numbers of people who bear me malice, and who have joined together to injure me, has for mercenary motives, without reason, made false complaints against me, and the investigation of these has been conducted after an unusual manner before Captain Barr, and the proceedings have been shown to me that I might furnish my reply, which is as follows:

The first complaint against me is, that I sent to Government the petition in the petitioner's name, but I am quite ignorant of the matter, and you, sir, must have thought thus, as no steps have been taken regarding this portion of the complaint, and it is therefore unnecessary for me to allude further to it. The next complaint is, that Udee, widow of Bhut Nuthoo, after having adopted Shinkur, and having afterwards cast him off, entertained the intention of depriving him of all share of the family property, and that Rugonath assisted her in obtaining the support of the Durbar for her purpose, on which account it was arranged that he should receive from the said Udee a gold chain, weight 18¾ gudeeanas and 1½ wals, and 200 rupees in money, but that as she had not the money at the time, she raised it by pawning ornaments to Johir Nagjee, through the agency of Rugonathrao. The third charge is, that Rugonath received a hondee for 400 rupees on Luckmeechund Sunkurdass, for assisting Bawa Sewadass in his complaints against Joonaghur. Of the two last charges I am quite innocent and know nothing. Every one well knows that I am entrusted merely with the keeping of the accounts of the treasury in English, and have no share in the business of the province; it appears unaccountable to me then that it could be supposed that any one would offer me a bribe, and it remains with you to consider this view of the case. It is said that I received bribes from Udee for assisting her to obtain the countenance of the Rajcote Durbar, but I am ignorant of having afforded any assistance. Saljee Parek in his deposition states, that two or three years ago Rugonath spoke to him, and told him that the woman in question was poor and humble, but in no part of his deposition does he mention that I spoke in her favour to the Durbar, and I deny having spoken even to the extent Saljee Parek has deposed to, and although he asserts it, his ill feeling against me is of some date, because some time ago he vainly attempted to cause me to vacate a house next door to his own which I rent for Bhanabhaee. Either on account of this ill feeling, or from the prompting of his relative Kheta Werah, and others, he has joined the cabal against me. It must be remembered, moreover, that he is not the leading karbaree of the Rajcote Durbar. Had I wished to speak in the woman's favour why should I have passed by the leading karbaree, the maternal

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uncle, Omed Sing, and the wukeels, and gone to one of whose enmity towards me I knew? The wall of the town immediately in rear of my house is fallen, and although I have often begged the authorities to repair it, my wishes have not been acceded to; had I the power of obtaining the countenance of the Durbar, would I have been denied in this matter? From all this you will perceive that Saljee Parek speaks from mere ill will, and you are aware that he is a person unworthy of trust. The third complaint is of having received a bribe to induce me to secure for the giver the countenance of the Joonaghur karbaree, and to assist his case before the sirkar; but you and every one know that the Joonaghur karbaree does not regard me favourably, and how then could I be bribed to gain his countenance, or how could I consent to attempt it? I have no opportunity of doing anything in the business of the province, which is carried on in Guzerattee, or of reading papers in that language before the sahibs, and how could I pretend to the contrary, or who would believe me? You will weigh this. The investigation of this case is conducted before Captain Barr contrary to usage and the rules of justice, for I should be present during the whole examination of each witness, instead of which they are examined apart, and certain of them, after having deposed to the truth, have been sent to the gaol and hardly dealt with; others have been been prompted, and they have not been let go till they reversed their depositions, and many of the depositions have not been read over to me, by which I have been precluded from putting necessary questions. This is the unaccountable manner in which the proceedings are conducted, which you will perceive on a minute perusal of the depositions.

In the second charge the principal witness is the woman Udee. She at first positively denied having given me the chain or the money, and then when prompted and in a state of confusion she stated that she had lent the chain into my family; afterwards she denied having lent it; and from first to last she has denied having given the money, from which it must be allowed that this charge against me has failed. On the same charge Johir has given his deposition and produced his accounts, but the woman Udee, in whose name they are, although most strictly questioned by you, decidedly and positively denies their correctness, from which it must be concluded that the deposition of Johir and the accounts he has shown are equally false and trumped up. Johir in his deposition varies at different times. From the fact of the erasure in his accounts, and from other reasons, it is certain that they have not been kept as the rules of sowcars require. Taking all this into consideration, it is apparent that no trust should be placed in the statement or accounts of Johir. Johir Laljee Parek and Ketah Morah are all related, and have combined to make false charges against me through ill will. I have already made this known to you by word of mouth, and will speak further on it on a future occasion. Sonee Puma in his deposition states, that the chain looks like one of his manufacture, but the woman Udee, for whom he made the chain, declares that this one is not hers, from which it would appear that he had been prompted by the above-named schemers. Moreover, Sonee Mer Hurjee has been questioned regarding my chain, and he positively states that he weighed it when I came from Bombay in Sumvut 1902. It was given to me by my sister's husband, Moroba Sudasew, and if you take his evidence you will be satisfied. I have constantly worn the chain previous to Sumvut 1905, as many persons have seen. Bawa Sewdass, a witness on the third charge, had gone with Anuntjee, and was called and produced by his wukeel, Nursingpursad. He in his first deposition states, that he had given a hoondee for 400 rupees to Luckmeechund Sunkurdass, and that Munguljee took the money from that banking-house, and gave it to Rugonathrao. Afterwards in reply to a question he says, the hoondee was for 300 rupees, and that his servant, Dewchund, knew all about the matter, but Dewchund denies all knowledge of it. The Bawa said he had paid the money to me by the hands of Munguljee, when Munguljee, after having been sent for and brought straight for examination by a Government horseman is questioned, he states that he gave the money to the Bawa and to no other person. On his first examination, speaking the truth, he declared he knew nothing of its having been given to me, upon which he was placed in confinement in the gaol, and on the 30th December he falsely took my name. It appears from his subsequent examination too that he took my name through threats held out to him, from which much discrepancy in the evidence is apparent. Mowjee, the gomashta of Luckmeechund Sunkurdass, gives his deposition on this subject, and on the 27th December states that he gave 400 rupees to Munguljee; afterwards, on the 30th of the same month, he states that he accompanied Munguljee with the money to pay it to Rugonath, whilst Munguljee in his first deposition had said that he had given it to the Bawa, the Bawa declaring that Munguljee had gone to fetch the money. Thus there is a material difference in their respective depositions. Mowjee acknowledges that after he had given his deposition on the 27th of December, Johir Nagjee had gone to him, from whence it must be concluded that it was at the latter individual's teaching that he gave the subsequent false depositions. Mowjee has produced his accounts, and in the daily cash account for Wednesday, Posh Wud 13th, it is stated that a hondee, dated 30th Posh Wud, had been cashed. From this it is certain that the account is quite contrary to the form and usage obtaining amongst the mercantile community, since it is impossible that a hondee, dated at Jetpor 30th Posh Wud, could be cashed three days before that date. It is absurd. Moreover, in Johir Nagjee's chopra, 225 rupees out of these very 400 are entered as received from Rugonath, through Munguljee, on the 13th of Posh Wud, on account of Bhut Nuthoo. In his deposition he states that Rugonathrao paid this money, and that, "through Munguljee," had been entered at the desire of Rugoonathrow. Udee, widow of Bhut Nuthoo, whose account it is, states in her deposition that she took 200 rupees from

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from her house and paid them herself, and that interest had been forgiven through friendly motives. It must be inferred then that Johir, Mowjee, Munguljee, &c. concerted together to establish if possible false accusations. Kheta Worah has given his deposition in this case, and says I caused him to be appointed the Bawa's wukeel; this is quite false, and stated through ill will. He says also that I received a mundil from the Bawa; this too is false, for the Bawa when questioned by Bhutoor positively denied having given clothes or jewels to any one. The falsehood of Kheta Worah's statement will at once be understood. Bawa Sewadass during the course of investigation of this case, in reply to a query, has declared that he had money transactions with no one except Nagjee Sohana, but I have heard that he has transactions of this nature with Sugunlal, a sowcar of the Sudder bazar, and with Pranlal, brother of the native vaccinator, Heeralal, and his declaration is therefore false; and I have heard that his character and mode of living are very bad, so much so, that no credence can be given to his word. As above-mentioned, there is much difference and contradiction in the depositions of these witnesses, and much irregularity in the accounts produced, all of which you will perceive on a minute consideration. Moreover, all the witnesses and the complainant, Bhutoor, and a number of other persons, are combined to raise false accusations against me, the clear proof of which is that Bhutoor, in his petition, has given every particular regarding the weight of the chain, the pages in Johir Nagjee's and Sonee Pooma's chopras, where entries to criminate were to be found, &c. &c., which he never could have done unless there had been combination against me. It is apparent, therefore, that they have joined together to prepare evidence to convict me of false accusations, what wonder then that the witnesses should depose as they were prompted? But you are the dispenser of justice, and I am confident that their false accusations will fall to the ground.

14 January 1852.

(True translation.)
(signed) *J. T. Barr*, A. P. Agent.

P.S.—A number of persons, after being prompted by the schemers against me, have subsequently given depositions on the third accusation, and even they contradict each other. From the first the Bawa, at the teaching of the Joonaghur karbaree, intended to prosecute these false accusations against me, which is proved by Pranlal's deposition, who had written a letter to him mentioning my name, as if we were on the most intimate terms, but he had no reason for doing this, as I never carried on the Bawa's case before Captain Barr. Pranlal states to Captain Barr that the Joonaghur karbaree had given him a letter for his agent, Sudasinkur, and had told him to assist the Bawa, in accordance with the advice of this person. The Joonaghur karbaree was then asked by Captain Barr whether he had given Pranlal a letter to Sudasinkur, and he acknowledged that he had. Kheta Worah, one of the schemers, at the instigation of the Bawa, says the latter sent a mundil for him to me, but Pranlal shows that this mundil had been pawned to him, which proves that what Kheta Worah says is completely false. Pranlal and Sugunlal speak to having money transactions with the Bawa, from which the falsehood of his statement is apparent. Pranlal, moreover, says that this Bawa keeps a Khaut woman in his house, which proves his bad character, and who can be surprised at what he does? Takura, a servant of the Bawa, was taught to say that I was in the habit of visiting his master, and he states that Sepaee Esoo and Pranlal used to accompany me, but they both positively deny it. I am said to have procured Dirjee Ladha's house for the Bawa, but I know nothing of the matter, and all who have been examined on the point contradict each other, namely, the Dirgee, his wife, and his son; the wife saying that she rented it to the Bawa's servant, Abdoolla. From all these facts it is certain that persons of influence have got up these accusations against me.

26 January 1852.

(True translation.)
(signed) *J. T. Barr*, A. P. Agent.

(True copy.)
(signed) Wm. Lang, Political Agent.

To Major *W. Lang*, Political Agent in Katteewar, Jusdhun.

Honoured Sir,

I BEG leave most respectfully to state, that if your Honour be mercifully pleased to grant me leave for a month, as stated in my former request, it would be better for me to wait upon his Lordship the Right honourable the Governor of Bombay, and to present my lamentable case to his Lordship, through the medium of any of the learned barristers or attornies, as the summary of such proceedings is always sent by your Honour to the Government, which would,

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would, of course, throw no light in solving several of the technical points which are to be found in each of the evidences taken in my case and other things connected therewith; however, on considering the verbal requests made by me to your Honor, and the defence given in by me under date the 26th January 1852, I humbly trust, from your Honor's well-known benevolence, that the conspirators who, having previously devised the plan for my ruin, laid false accusation against me, will incur your Honor's severe displeasure, and that I may meet with due redress. I presume that I may be pardoned for taking the liberty in bringing to your Honor's kind notice a few instances of the irregularity with which the investigation of my case was conducted by Captain J. T. Barr, through the misrepresentation of his sheristedar, Naka Mehta, who is my known enemy, which are as follows:—Immediately on the receipt of a petition from the complainant, Bhutoor, against me, Captain Barr sent for me, and when I waited upon him he told me to give him the golden chain from my neck, which I was obliged to give him, as I did not think it advisable for me to disobey his unjust order at the time when I was doing the duty of my appointment, and as soon as he received the chain from me, he sent for the witnesses, and when they appeared before him, his sheristedar showed the chain and questioned to each of those witnesses so awkwardly, that it is unnecessary for me state its repetition in this short request, but either the one or the two of the passages he has added in his own handwriting in some of these evidences without the knowledge of the parties concerned, which I have already pointed out to your Honor; and, moreover, he took the evidences in my case in a separate room in my absence, which he caused to be attested by those persons who have connexions with Unutjee, Kheta Worah and himself, and he did not also read* some of them to me in order to prevent my putting the necessary questions to them, as well as some of them were sent into confinement and were threatened, but were released when they stated my name falsely; but, honoured sir, it is customary with the British officer, that unless the prosecutor is at first examined so rigidly as would appear the ground on which the accusation preferred could be established, as shown by the complainant in his petition, no culprit should be called upon to answer the charge, nor would the investigation of such a case be proceeded with without having done so previously. The first charge preferred against me by the prosecutor is for a bribery in receiving, in St. 1905, a golden chain and a sum of 200 rupees in cash from Jewere Nagjee, with whom the jewels were pledged by Udee, the widow of the late Nathoobhut, for recommending to the Rajcote Durbar to cause the dispute existing between her and her adopted son, named Sunker, to be settled, and to allow no property to be taken by her adopted son; in reply to which I beg leave to refer your Honor to the defence given in by me under the above quoted date, and to say that Baee Udee, the widow, who is stated by the prosecutor to be a proprietor, denied all knowledge of giving her chain to me, or of claiming my chain to be hers, at first in her evidence, after which she said that she gave the chain to my wife as a loan for her wearing it, which she has at length confessed that she has done so at Naka Mehta's instigation, and denied all knowledge of giving me the chain or of paying me the sum of 200 rupees, from the beginning to the end. Moreover, the same sum, with the interest thereon, appears to have been repaid by her, and there is a vast discrepancy between her and Juwere Nagjee's evidences, from which it is evident that the open account (or the thaurkhatha) produced by him and the evidence given by him are totally false, and he appears to be guilty of forgery and prevarication in this case, as they do not tally with each other; and the sum of 225 rupees, with the interest thereon, is entered by him to have been received from me, through Munguljee, out of the sum of 400 rupees, which is stated by the prosecutor to have been received by me as a bribe from Bawa Sewdass of Joonaghur, and this entry is stated by the deponent Juwere to have been made by him in his account-book at my desire. It is indeed very incredible that a person (who has long been in the Government service) such as myself would desire him to cause such an illegal entry to be made in his account-book; but on the contrary, his account-books appear to be fraudulent by his having entered my name in them, and this does not seem to have been done by him according to the practice of the mercantile firm; besides this, if a reference be made by your Honor to the report given in by the arbitrators, and the answers given by him to the questions put by your Honor, it would appear, that on asking a pardon he represented that he has filled in the four letters in the space which he had left blank in the entry of this dealing, six or seven months after this entry had been made by him in his books, and he also said that he has entered my name because I am a Government servant, and if I lift up my head to annoy him at any time, it would be shown to me in order that I might be subdued thereby; he is also related to one or two of the conspirators, from which I conclude that he has entered my name falsely in his accounts, and he is not a regular banker; moreover, he is dealing with the conspirators, therefore neither his accounts nor his evidence is to be trusted in, and I have received nothing either from him or her, nor have I recommended her to the Rajcote Durbar, and if this was the case, how her one house could have been made over to her adopted son forcibly by the Rajcote Durbar, and why the share of her giras could not have been enjoyed by her agreeably to the settlement made by her caste people between her and her adopted son in Sumvut 1903? It is indeed a curious thing that the settlement of her dispute appears to have been made in St. 1903, and although she has not had the full benefit of this settlement in receiving her share from her giras till now, yet I do not know why she should be compelled to give me the aforesaid bribe in St. 1905, two years after her settlement has been made; however, the other particulars of this case will be found from the evidences of all these witnesses, and the reports made by the arbitrators, to whom I have also not had an access of putting

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the requisite questions. The second charge preferred against me is for a bribery in receiving the sum of 400 rupees, being the amount of a hoondee drawn by Roopsee Mooljee of Jetpor on Sukoosunker of Rajcote, for the dispute existing between Bawa Sewdass and the Joenaghur authorities, which was caused to be settled by me amicably; in answer to which I beg also leave to refer your Honor to the aforesaid defence given in by me, and to state that there is a vast difference between the evidence given by Bawa Sewadass, his servant, Deveechund Munguljee, and Mowjee, and the complaint made by the prosecutor, and the account produced by Mowjee in this matter are both unfounded, as they do not correspond with each other; however, the money is stated by the prosecutor to have been paid in the month of Post of St. 1907, and this money is said by this Bawa to have been paid after his business has been commenced, but at first the business is stated by this Bawa in his evidence to have not been done by me, therefore he came to me to take his money back; then whether his one or the other story is to be believed? Notwithstanding this, his business appears from the Government records and the evidence given by Bhugwanlal Mudohunjee to have been settled amicably in the month of Kurtuck of Sumvut 1907, and when his business was settled in that month, why the money was paid as a bribe in the month of Post, knowing that his business was not done by me; besides this, he is a man of bad character, as stated by Bhugwanlal and Pranlal in the evidences given by them, from which it would plainly appear that I have received nothing from him, nor have I done anything for him, as I am only appointed as a head accountant in this Agency, and I bear no influence or power in interfering with the Guzerattee affair, which is totally unconnected with the branch of my service, which is well known to all and every person. Kheta Worah is an experienced wukeel, who falsely stated that he was employed by me for this Bawa, with whom I became acquainted through Bulwuntrao, and this Bawa likewise stated that he became acquainted with me through Munguljee; moreover, Kheta stated the mundils to have been taken by me from this Bawa, who denied all knowledge of giving them to me when he was questioned by the prosecutor, and also the same mundils appear to have been pledged by this Bawa with Pranlal, in addition to the sum of 300 rupees which was borrowed by this Bawa from Pranlal at the time when his business was going on before Captain Barr, and I was absent on leave at Bombay. Kheta Worah stated that he did not see this Bawa after he wrote a petition for him, but he heard of this Bawa's business being settled amicably; I fancy he must have seen him again, for he has signed as having read the order given by your Honor on the back of this Bawa's petition, which he must have informed this Bawa, as it was his duty to do so, and it should be considered whether or not it was his duty, as wukeel, to explain to his clients that I had nothing in my hands to get his business done; however, the nature of this Bawa's misconduct, and Kheta Worah's falsehood, which are apparently to be found in several of the evidences taken in this case, should be visited with your Honor's severe displeasure, as I knew nothing, and they having been combined in a plot, defamed my character by getting me suspended from my duties by your Honor's oral order on the 9th instant, which has indeed been very grievous to me in my position as an English writer, and as I have been punctual with the duties pertaining thereto, they wished to ruin me frustrately, having paid no attention whatever to their own roguery, with which I have nothing to do at all; but I have now to request the favour of your submitting this short and humble request with my case to the Honourable Board, with such recommendation that I may be reinstated in my former post. By doing so I will ever pray for your Honor's long life and every prosperity.

I have, &c.
(signed) *Ragonath Rugoba,*
Suspended Hd. Acct. of the Rajcote Agency.

Rajcote, 11 March 1852.

(True copy.)
(signed) W. Lang,
Political Agent.

MINUTE by the Right Honourable the Governor.

I SHALL be much obliged if my judicial colleagues, the Honourable Messrs. Bell and Warden, will favour the Board with their opinion on this case.

24 April 1852. (signed) *Falkland.*

See separate Minute.

1 May 1852. (signed) *A. Bell.*

See separate Minute.

18 May 1852. (signed) *J. Warden.*

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MINUTE by the Honourable Mr. *Bell.*

AFTER an attentive consideration of the evidence against the accused, I see strong grounds for impugning the conviction recorded against him by the Political Agent, Major Lang, and submitted with his letter of the 10th ultimo.

Much has been urged on the score of discrepancies in the evidence. To a careful peruser of the evidence, which has been adduced on the one side (for the accused would appear to have been denied the privilege of examining his own witnesses), is a circumstance deserving of serious consideration, and should not be lost sight of.

The discrepancies which exist are more in number and greater in importance than might reasonably be expected in a case of this nature, and they satisfactorily prove, to my mind, the presence of combination or conspiracy.

I shall now proceed to remark on the several charges, as they appeared in the arraignment.

Firstly. That the accused was the writer of a petition to Government, forwarded originally in Butoor's name, and afterwards with his feigned signature, although he had neither caused the one to be written nor knew anything of the signature of the other.

Regarding the authorship of these petitions to Government, the Political Agent remarks in the letter handing up the proceedings, "there is no evidence whatever to implicate him, and no sufficient grounds even for suspicion against him." No comment is, therefore, necessary on this charge. I cannot, however, pass over the petition of Bhutoor Weeneram, recorded No. 1 in the proceedings, without pointing out the great care which has evidently been bestowed in its preparation, and the precision with which the several proofs are referred to, even to the weight of the chain, and to the pages of the chopras or books of accounts, in support of the accusations, strongly indicating that combination existed against the accused; it is, I think, much to be regretted that Bhutoor was not subjected to a strict examination as to how and where he obtained his information on the accusations he has preferred against this Government officer.

The second charge is, "that Rughoonath received a bribe of a gold chain, and 200 rupees in money, from a widow, named Udee, for assisting in effecting her purpose of disinheriting a nephew, whom she had adopted and afterwards cast off."

The woman Udee disavows the giving of the chain, and she also denies having given the 200 rupees, and states the purpose for which this money was raised, namely, to defray the expenses of sending her daughter to her husband's house.

The chopras adduced in support of the item of 200 rupees, said to have been paid to Udee, would appear from the punchayet's report to be untrustworthy; from the erasures they contain, their validity was, in my opinion, entirely vitiated.

A number of leading questions have been put to several of the witnesses in the investigation into this charge, eliciting the answers to be given, a course highly improper.

The accused, in his explanation regarding the chain, asserts that it was given to him by his sister's husband, Maroba Sadasew, and which could be established by his evidence, but this was not taken. He also distinctly states that he has constantly worn the chain previous to Sumvut 1905, which fact many persons are ready to depose to; the presumption then is, that if it were obtained in the manner represented by the informer, he would not have had the effrontery to have worn it in the public way he did.

The Political Agent has considered it proper to keep the chain in the Treasury pending the orders of Government on the subject, and recommends that it be given to the woman's nephew, Shunker Gungaram, who is said at one time to have been adopted by her, and is heir to the property after her death.

Now, this chain either belongs to Udee woman, or to the ascused. Udee disavows having given it to the accused, and the accused himself says that it was given to him by his sister's husband; admitting, then, the adoption of Shunker Gungaram to have been legal, he can have no claim as heir to the personal

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personal property until after his aunt's death. I would therefore suggest that the chain be restored to the party from whom it was received, leaving it to the legal owner to recover it from the party unlawfully in possession.

In the third charge it is alleged, "that the accused received a bribe of 400 rupees from a man named Sewadass, a Bawa, who complained of oppression experienced from the Joonaghur authorities, and whose case he promised to bring to a satisfactory conclusion by exerting his influence with the authorities in question, and by affording advice and assistance in submitting it to the notice of the Political Agent."

The Bawa, by whom this item of 400 rupees is said to have been paid, is admitted to have borne a most disreputable character, and had it not been for the strong corroboration afforded by the entry in Jeewan Nagjee's accounts, the Political Agent states he would himself have given the accused the full benefit of the many discrepancies in the evidence regarding this charge, and acquitted him of it altogether.

Bawa Shewadass deposes that the hoondee was given to Luckmeechund Shunkerdass, that the money might be paid to Ragoonathrao (the accused). Munguljee took the money from Luckmeechund's shop, and told him (Bawa Jeewanjee) that he (Munguljee) had made it over to Raghoonathrao. The testimony of this witness is put out of the question, from the damaging character given of him by the Agent, in the 4th paragraph of his letter; but had such not been the case, it must be borne in mind, that the giver of a bribe can only be considered as a tainted witness; when Munguljee was first examined, he denied having received the amount of the hoondee, but having been kept under arrest during the night, to prevent his communicating with other witnesses, on the following morning expressed a wish to be again allowed to give his deposition, when he declared that he and Mowjee, who discounted the hoondee, which had only two days to run, but at whose desire does not appear, and they both went to Ragoonath's (accused) house, Mowjee carrying the money. Now the receipt of the money, 400 rupees, that is, 398 rupees, less the discount, is clearly traced to Munguljee and Mowjee, and they further admit it; the fact of its being paid to the accused rests entirely on the word of these two interested witnesses, who naturally have to account for the disposal of the amount, and which they unscrupulously assert was paid by them to the accused Raghoonathrao, "although neither of them admitted this when first questioned on the subject, and Munguljee had been kept a night in confinement." The evidence of these persons the Political Agent also distrusts, consequently the only proof which can be found in support of this charge is the report of the punchayet, and to which the Political Agent attaches so much credit, but which, considering the informal way in which the accounts appear to have been kept, I hold to be undeserving of all confidence. It is not improbable that these accounts may be, what is termed, "Tam Khatta," which is nothing more than loose sheets of paper, and well suited for transactions like the present. It has been observed by the accused in his explanation, and I think most justly, that from the nature of his duties he is precluded from interfering in the business of the province, which is conducted by the sheristadars, and readers of the native papers, so whatever influence he may have possessed, he had no opportunity of exercising it.

In the course of my judicial experience, I have seldom reviewed a case so devoid of conclusive proof, or in fact, so unsatisfactorily conducted.

To dismiss this head accountant, who is, I imagine, from his present position, an officer of some standing in the service, and who is represented by the Political Agent to be superior in his own department of accounts in almost every respect to any man he has ever had to do with, on such flimsy accusations, would be an act of great injustice, and which I never could consent to; as he has, however, evidently lost the confidence of his superior from his alleged intriguing propensities, it will become a question for the Board's consideration, whether he should not be permitted to retire, if entitled to his pension.

(signed) *A. Bell.*

1 May 1852.

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MINUTE by the Honourable Mr. *Warden.*

MR. BELL has reviewed this case so carefully and so well, as to leave me little to record, beyond my concurrence in the view he has taken of it.

I circulate a petition which the accused sent to me some time ago, but as I neither know him or had ever heard of his case, I have only just read it.

Should it be considered necessary to carry the inquiry further, this petition should, I think, be sent to the Political Agent for his and his assistant's remarks, more particularly on the alleged suppression of what is called, "the answer that was received from the Durbar's mother," and on the allegation that "one or two sepoys of the Durbar were placed as sentinels over the door of Udee for six days."

It would appear that the accused was wearing openly on his person, from which he took it when accused, the chain he is charged with having received as a bribe; and he states to me the name and residence of the donor, as no doubt he did to Captain Barr; and as the chain has not been identified by the alleged manufacturer at Rajcote, I concur with Mr. Bell that it should, if it be determined to carry the inquiry no further, be given back to the person from whom it was taken.

If the story of the chain be false, who can believe the rest of the case? Bolstered up though the prosecution has been by imprisoning witnesses, putting barefaced leading questions to them, suspending the accused, and above all, by omitting to take the evidence for the defence.

My settled opinion is that the charges are the result of a conspiracy to ruin the accused.

The defective nature of the inquiry should, at least, be pointed out to the Political Agent, for the information of his assistant, who should be reminded, that resorting to restraint, or any other criminal measures in relation to witnesses, always defeats its own object, by raising suspicion in respect to what they say.

The accused should, I think, be removed from Rajcote, but without injury to him; the sole purpose being to rescue him from the grasp of his enemies.

(signed) *J. Warden.*

18 May 1852.

To the Honourable *John Warden*, Esq., Member of Council, Bombay.

Honourable Sir,

ON the 17th day of December 1851, when the complaint was made by Bhutoor, of Gogo, against me, Major Lang, the Political Agent, and Captain Aston, the first assistant, were both present at Rajcote, and the complainant presented his petition to Captain Barr, the second assistant, who commenced the investigation of my case nine days after the presentation of the above petition (*i. e.* on the 26th of that month), when I was ordered to wait upon him, and on my being presented before him he ordered me to give him the golden chain from my neck at once, which I gave to him at the same time agreeably to his order; after which he sent for the witnesses on the part of the prosecutor, and on their being present the chain was shown, and the evidence was taken from each of them in a separate room, in my absence, with such an irregularity that the ordinary rules prescribed both by law and justice were disregarded in the investigation of my case, which will be observed by your Honor from the proceedings submitted by Major Lang lately, and my petition to the Government of this day's date; I have also briefly particularized the same in my defence of the 16th March 1852.

I have been surprised to find that the prosecutor presented his petition to Captain Barr, and not to the senior officers, and moreover, that officer commenced its investigation earlier, which was rather unusual in this case, than the other cases of this kind, which were disposed of in this Agency; however, the prosecutor showed the accusations preferred by him to be a crime of bribery, which he could not appear to have proved according to the versions of his petition, but when I took into my consideration all the contents of his petition, and all the other circumstances, with due attention, I was led to think that any of the Government native servants should have been mixed up with the complainant and the witnesses Jahwur Nagjee, Khetta Hora, Munguljee, and others, who appeared to be guilty of a conspiracy in laying the false accusations against me, which my supposition proved to be true; when the name of Captain Barr's sherustedar, Naka Mheta, was found during the examination of my case, and though this sherustedar was not on good terms with me, for his being an intimate friend to Umrutjee and Khetta Hora, who are the chief conspirators; yet the investigation of my case was ordered to be conducted by this sherustedar under Captain Barr, as will evidently appear from each of the evidences taken in this case.

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Baee Adee, who is a principal witness, does not state in her evidence the golden chain to have been given by her to me; after which she said, "That she gave the chain to my wife as a loan;" and she does not state the sum of 200 rupees borrowed by her from Jahwur Nagjee in pledge of her jewels to have been paid by her to me; she pledged her jewels with him, and she redeemed them herself; and the next day she said, that "she paid the money to me," and I paid it to Jahwur, who gave the jewels to me, and I delivered them over to her immediately on the same day; but after she being solemnly warned, and accused of allowing herself to be tampered with by me, and having received six days' time to deliberate, and a sepoy being placed as sentinel over her door, on being brought forward again, and again warned, she repeats what she before stated, that she sold her chain and jewels to wandering goldsmiths about 15 months before; that her first evidence was false; that she was instigated to it by Naka Mheta, sherustedar to Captain Barr. Her evidence is also so irrelevant and defective, that it cannot be considered as valid against me before any court of justice; and, moreover, she is a chief witness in this case, though her evidence does not corroborate with any of the evidences, or with the version of the prosecutor's petition; and Sunker, the adopted son of this widow, is not an eye-witness, and his evidence shows itself that he has displayed a great falsehood in it, in taking a revenge from his mother in order to acquire the possession of her property before she died; but if a reference be made to the award given by their caste people in a case of their dispute, which was settled by them in Sumvut 1903, it would appear that she has not had the full benefit of that settlement according to this award from that time up to this moment; and in spite of that award, one of her houses was made over by the Rajkote Durbar to her adopted son; forcibly, however, her son's evidence does not agree with any amongst those which were given by the others in this case; and Lalljee Paruk is not a prime-carbharee, but he is record-keeper at the Rajcote Durbar, and is my enemy, for which he gives his false evidence in my case; but I did not make any recommendation to him or any one else about her at all; his evidence does not correspond with any other evidences; and the evidence which Lalljee Paruk gave in my case, shows the evident cause for his envious conduct towards me, which, if being taken into your mature consideration, it might give an inference to that effect; and the evidence of the goldsmith who is stated to have made the chain, proves nothing; he states "that the chain appears to have been made by him," and produces a book purporting to contain an account of a translation 13 years old, but without the day of the month, nor does he know in whose handwriting the accounts is; after upwards of 13 years' use the chain seems to have lost nothing of its weight; however, this is my chain, and not of any one else; it has been given to me by my brother-in-law, Mr. Moroba Siwasewjee, pensioner, residing opposite to the house of Mr. Jugonath Sunkersett at Bombay, and it is most improbable that I would thus wear and publicly display a chain received in this way, which many people would have known to belong to Adee, and which I could so easily have destroyed the identity of, and sold through my family in Bombay.

More Sonee states in his evidence, this chain to have been weighed by him before, two or four years, when I arrived here from Bombay to assume the charge of my appointment; but since the Sumvut 1902, (A.D. 1846), I did not return to Bombay till the month of February 1851, when I went thither on leave; and the account-books produced by Jahwur, and the evidence given by him, be examined with due care and attention, as pointed out in the report made by the punchayet, he will certainly be found guilty of forgery and perjury; then how any reliance can be placed in the accounts or the evidence given by a person such as Jahwur, who is related to some of the conspirators.

That the second instance of receiving bribes is, "that the sum of 200 rupees was caused to be paid; the widow, to raise the money, having pledged her ornaments with Jahwur, who procured this sum from Hurruckchund Pragjee." The evidence of the widow Adee is positive in this instance, and completely exonerates me; that she pledged her jewels for 200 rupees, to defray the expense of despatching her daughter to her husband's house; when the amount was received from her recovery, she repaid it and redeemed her jewels.

For instance, if I had received the chain as a loan from Adee I would have fairly stated so, as the practice of lending the jewels to each other are prevalent among our people, and if I had caused the sum of 200 rupees to be paid by Jahwur to her, or to me as a loan through her, I would have never failed to tell the truth, as they had no connexion whatever with me in my public capacity of head accountant; but I am exceedingly sorry to say that I have neither taken, nor have I received anything as a loan, or in any other shape, either from him or her, and they have purposely devised this plan for my ruin. And Doongersee Shetts and other witnesses' evidences were not read to me, for which I could not be able to put them the necessary questions, though the one or two of them were applicable in this case. The prosecutor stated, that Adee had been to me after she gave her statement, and at my instigation she changed her evidence the next day, for which she was taken in a separate room by the Political Agent, and when she said plainly that she had been to Naneeba, the mother of the Durbar, and not to me, for which a note was sent by Lalljee Parick to the Durbar's mother, who verified this widow's saying, from which the prosecutor's statement is false; yet he did not appear to have received any reprimand for his falsehood; and the answer which was received from the Durbar's mother has not also been recorded in the proceedings of this case; but, on the contrary, Adee stated in her evidence she had been confined to her house, and one or two sepoys of the Durbar were placed as sentinel over her door for a period of six days, in order to speak my name falsely. This is the partiality existing in this province, and the ryots are entirely dependent; so if any influential karbharee or wakeel of the Durbar instigates any of the ryots to speak a lie, he ought to listen to it, and if not he

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should undergo the penalty of his ill fate under a false plea of any crime; and all the Naggurs are very rich and powerful in this province, and if they rob the whole country, which can be proved by the letters of their own handwriting, and so on, still no inquiry of such a case may be made by any of the British officers, and every indulgence shall be shown to them in procrastinating the investigation of such a case against any of them. This evil practice will never be removed from this country unless any upright British officer opens his eyes and looks at them; because if any of them gets even 40 or 50 rupees pay, he should be worth more than 20,000 or 40,000 rupees in a year or two after he had obtained an employment on the establishment of this agency, particularly in the native department.

Bawa Sewadass is a principal witness also in another case, whose evidence was taken, in which his bad behaviour and falsehood have been displayed by himself so greatly, that the repetition thereof seems to be unnecessary for me to introduce in this short request; his evidence does not tally with any of the other evidences, nor does the next passage of his evidence agree with the one which he has stated at first; he stated that the remaining matter is known to his sepoy Dada and Dewchund, but the former was put by the Joonaghur authorities into confinement before the bribe is alleged to have been paid by him, and Dewchund denied all knowledge of this bribe. Moreover, Dewchund stated that he had been to Rajcote in Sumvut 1906 (when this Bawa was not at Rajcote), and not in Sumvut 1907, as stated by this Bawa in his evidence; Dewchund, is his servant, and Dada, sepoy, who was put into confinement at Joonaghur, was brought to Rajcote through the karbharee Unutjee, and his evidence was taken; but as he is said to have denied all knowledge of anything connected with this case, his evidence does not appear to have been recorded in this case by Captain Barr; however, I do not know anything about it exactly, and Bawa stated at first that he has borrowed the money from Dewchund, and not from any one else; however, Dewchund said, that he had lent the money to Bawa, for which the necessary proofs were obtained from Roopse Mooljee of Jetpoor, from which it appears that he had sent a duplicate hoondee to him. Notwithstanding this, Bawa again stated, that he has borrowed the same money (when Dewchund lent him) from Bhugwanlall Mundanjee, whose evidence was taken, in which this Bawa's bad character and good agreement with the Nowab of Joonagher appeared to be true, as well as Bhugwanlall stated, of his having lent this Bawa a sum of 5,000 korees by a note passed by the Nawab of Joonaghur to him, as a security for its due liquidation; and if his evidence be received with every care, this will appear to be a conspiracy committed by some one against me; and, moreover, his evidence corroborates with the one given by Pranloll, so far as regards the conspiracy, which may appear to be well established if the postscript of my defence be perused with due attention. I have done nothing for this Bawa, and I have not received any bribe either from him direct or through the medium of Munguljee or Mowjee, who have at first stated the truth in not having paid the money to me, in their evidences; therefore Munguljee was sent into jail on the plea of his being kept separately until the arrival of Bawa, as questioned by Captain Barr, but the next day he had a rite to perform at his house, for which he sent a word with the gaoler for his permission; then he was brought from the gaol and made him to speak my name falsely, when he was released from the gaol one day before this Bawa arrived; and the latter part of Munguljee's evidence is somewhat corroborative, so much as relates to the conspiracy, as stated in Bhugwanlall and Pranloll's evidences; and Mowjee was also compelled to speak my name falsely the third day after he had seen Jahwur, who should have instigated, in the name of Ununtjee, the influenced native karbharee, who is conducting affairs of Joonaghur and Rajcote, as well as a leading native member before the Political Agent, because if such were not the case Mowjee should have submitted any sufficient reason why Jahwur had visited him, which he could not do at all. And where cruelty and malice are in combination with power, nothing is so easy as for them to find a pretence to tyrannise over innocence, and exercise all manner of injustice.

Bawa's business appeared to have been settled before the bribe is alleged to have been paid by him, and the evidences of such as the barbers and tailors of this Bawa, as well as of the mohsullee sepoy Essoo, who is not my servant, were taken, in which this Bawa appeared to have made an attempt in causing my name to be stated by them falsely; but if this Bawa's own evidence and all the other circumstances be weighed seriously, I humbly trust that all these false accusations which have been laid against me by several of the conspirators may be quashed off.

Bawa should have received the hoondee and squandered the amount of it in any bad action, as he appeared to have received the different sums as loans from several of the witnesses, and if I had received the contents of the hoondee, this document should have been receipted by me, and then sent with any of my servants for its recovery, as is customary with the sowcars, or my name should have been entered in the account-books. A person such as myself would not trust a man like Munguljee, who is used to go to the gambling-house, as stated by him in his own evidence. Kheta Hora and Gella Mheta, the former is an intimate friend and the latter is a brother to Captain J. T. Barr's sherustedar (Naka Mheta), and they are also favourite wukeels to this sherustedar. I cannot say with any certainty whether they must have made away with the money, or how, which ought to have been inquired into strictly, because all the people of this country are aware of the sherustedar's being influenced, and not the English clerks and accountants, who have generally submitted to their ill-treatment, and it is known in general that wherever ill people, such as Ununtjee, Kheta Hora, Bhuttoor, Veyneeram, and others are in power, innocence and integrity are sure to be persecuted, which should of course be obviated through your Honour's kind means. Wukeel Kheta Hora has two brothers, several nephews, and several other relations,

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relations, some of whom are professing as wukeels, the others as bankers, and so on, and one or two of the Government native servants are keeping their pecuniary accounts with them, and all the native servants, like myself, are much fearful of them; if they should write down any false entry in any of the accounts of their shops, as they did in my present case, which will bring them to an ill end; therefore no stringent measures appear to have been taken by any one on their conduct.

That I have abstracted the evidence of all the necessary witnesses in nearly the words of the parties themselves; and I humbly submit, that the accusations have been proved to be utterly worthless and without foundation.

That the whole proceeding is the result of a conspiracy among the other Government servants to drive me from the district, in order to carry on their usual proceedings unmolested.

Will your Honour, therefore, investigate the case, and examine the testimony brought forward in the proceedings submitted to Government by Major Lang, that my character may be freed from the stain cast upon it by my suspension, and to be restored to the position acquired by 16 years' honest exertion in the service of the Honourable the East India Company; and

I remain, &c.

Rajcote, 9 April 1852.

(signed) *Rugonath Ragoba,*
Head Accountant of the Political Agency in Katteewar.

No. 4688.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell.*

I AM extremely obliged to my honourable colleagues, Messrs. Bell and Warden, for the trouble they have taken in reviewing this case. I concur generally in the conclusions at which they have arrived. These conclusions should be communicated to Major Lang, who may be at the same time requested to inform us whether, under the acquittal of Rugonath Rao, he would wish to retain that officer under him; and, if not, in what way he would propose to find employment for that individual in the Government service. The gold chain so often referred to should be delivered to Rugonath.

(signed) *Falkland.*
D. A. Blane.
21 May 1852. *A. Bell.*

No. 2582 of 1852.

To Major *William Lang*, Political Agent in Katteewar.

Sir,

Political Department.

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 64, dated the 10th April last, forwarding copy of a report from your first assistant, Captain Barr, with translation of the proceedings held by him in the investigation of charges of bribery preferred by Bhutoor Veneram against Rughonath Rao Raghoba, head accountant in the Katteewar Political Agency.

2. The Right honourable the Governor in Council having reviewed the proceedings now submitted by you, and the arguments contained in your letter under acknowledgment, desires me to communicate to you in reply the following observations and instructions:

3. The first charge accuses Rughonath Rao of being the writer of a petition to Government, forwarded originally in Bhutoor's name, and afterwards with his feigned signature, although he had neither caused the one to be written, nor knew anything of the signature of the other.

4. Regarding the authorship of these petitions to Government, you remark that "there is no evidence whatever to implicate him (the accused), and no sufficient grounds even for suspicion against him." His Lordship in Council does not, therefore, consider any comment called for on this charge; but he cannot pass over the petition of Bhuttoor, recorded, No. 1, in the proceedings, without pointing out the great care which has evidently been bestowed in its preparation, and the precision with which the several proofs are referred to, even to the weight of the chain, and the pages of the chopras, or books of accounts,

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accounts, in support of the accusations, strongly indicating that combination existed against the accused. It is much to be regretted that Bhuttoor was not subjected to a strict examination as to how and where he obtained his information on the accusations he has preferred against this Government servant.

5. The second charge is, that "Rughonath received a bribe of a gold chain and 200 rupees in money from a widow, named Udee, for assisting in effecting her purpose of disinheriting a nephew whom she had adopted and afterwards cast off."

6. The woman "Udee" disavows the giving of the chain, and she also denies having given the 200 rupees, and states the purpose for which the money was raised, namely, to defray the expenses of sending her daughter to her husband's house.

7. The chopras adduced in support of the item of 200 rupees, said to have been paid to "Udee," appears from the report (recorded, No. 25, in the proceedings) of a punchayet, composed of the karbarees of Bhownuggur and Moorvee, to be untrustworthy. From the erasures they contain, their validity is, in the opinion of Government, entirely vitiated.

8. The Right honourable the Governor in Council observes that many leading questions were put to several of the witnesses in the investigation into the second charge, eliciting the answers to be given; a course, I am desired to remark, which was highly improper.

9. In his explanation regarding the chain, the accused asserts that it was given to him by his sister's husband, Moroba Sudasew; a fact which could be established by the evidence of that person, but this was not taken. He also distinctly states that he has constantly worn the chain previous to Sumvut 1905, a fact which many persons are ready to depose to. The presumption then is, that if it were obtained in the manner represented by the informer, he would not have had the effrontery to have worn it in the public way he did.

10. You have considered it proper to keep the chain in the agency treasury, pending the orders of Government on the subject, and you recommend that it be given to the woman's nephew, Shunker Gungaram, who is said at one time to have been adopted by her, and is heir to the property after her death.

11. This chain, I am instructed to remark, either belongs to Udee (woman) or to the accused. Udee disavows having given it to the accused, and the accused himself says that it was given to him by his sister's husband. Admitting, then, the adoption of Shunker Gungaram to have been legal, he can have no claim as heir to the personal property until after his aunt's death. His Lordship in Council is therefore of opinion that the chain should be restored to the party from whom it was received, leaving it to the legal owner to recover the same from the party unlawfully in possession.

12. In the third charge, it is alleged "that the accused received a bribe of 400 rupees from a man named Sewadass, a Bawa, who complained of oppression experienced from the Joonagur authorities, and whose case he promised to bring to a satisfactory conclusion by exerting his influence with the authorities in question, and by affording advice and assistance in submitting it to the notice of the Political Agent."

13. The Bawa, by whom this item of 400 rupees is said to have been paid, is, his Lordship in Council observes, admitted to have borne a most disreputable character, and you state that had it not been for the strong corroboration afforded by the entry in Jeewan Nagjee's accounts, you yourself would have given the accused the full benefit of the many discrepancies in the evidence regarding this charge, and acquitted him of it altogether.

14. The Bawa deposes that the hoondee was given to Luckmeechund Shunkerdass, in order that the money might be paid to Rughoonath (the accused); that Munguljee took the money from Luckmeechund's shop, and told him (Bawa Jeewanjee) that he (Munguljee) had made it over to Rughoonath Rao.

15. The testimony of the last witness is put out of the question from the damaging character given of him by yourself in the 4th paragraph of your letter. Had, however, such not been the case, it must be borne in mind that

the

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the giver of a bribe can only be considered as a tainted witness. When Munguljee was first examined, he denied having received the amount of the hoondee; but, having been kept under arrest during the night, to prevent his communicating with other witnesses, on the following morning he expressed a wish to be again allowed to give his deposition, when he declared that both he and Mowjee, who discounted the hoondee, which had only two days to run, but at whose desire does not appear, went to Rughonath's (the accused) house, Mowjee carrying the money.

16. The receipt of the money, 400 rupees, that is, 398 rupees, less the discount, is clearly traced to Munguljee and Mowjee, and they further admit it; the fact of its being paid to the accused, rests entirely on the assertion of these two interested witnesses, who naturally have to account for the disposal of the amount, and which they unscrupulously assert was paid by them to the accused Rugoonath Rao, "although neither of them admitted this when first questioned on the subject," and "Munguljee had been kept a night in confinement."

17. The evidence of these persons is also distrusted by you, and, consequently, the only proof which can be found in support of this (the third) charge is, the report of the punchayet, and to which you attach so much credit, but which, considering the informal way in which the accounts appear to have been kept, is held by his Lordship in Council to be undeserving of all confidence. It is not improbable that these accounts may be what is termed "tam khatta," which is nothing more than loose sheets of paper, and well suited for transactions like the present. It has been observed by the accused, in his explanation, and in the opinion of Government most justly, that, from the nature of his duties, he is precluded from interfering in the business of the province, which is conducted by the sheristadars and readers of the native papers; so that whatever influence he may have possessed, he had no opportunity of exercising it.

18. Government, I am desired to state, has seldom reviewed a case so devoid of conclusive proof against the accused, or, in fact, so unsatisfactorily conducted as the present one; and, after an attentive consideration of the evidence adduced against the accused, his Lordship in Council sees strong grounds for impugning the justice of the conviction recorded in this case.

19. The evidence abounds with discrepancies, which are more in number and greater in importance than might reasonably be expected in a case of this nature, and establish in the opinion of Government the presence of combination or conspiracy. The accused, moreover, appears not to have been allowed the privilege of examining his own witnesses.

20. The Right honourable the Governor in Council accordingly annuls the conviction of the accused, and directs that you will point out to your assistant the defective nature of this inquiry; at the same time reminding him, that resorting to restraint, or any other unusual measures in relation to witnesses, always defeats its own object, by raising suspicion with respect to their evidence.

21. I am desired to request that you will report whether, under this acquittal of Rughonath Rao, you would wish to retain him in your office, and, if not, that you will state in what way you would propose to find employment for him in the service of Government.

I have, &c.
(signed) *A. Malet,* Chief Secretary.

Bombay Castle, 8 June 1852.

Extract Bombay Political Consultation, August 1852.

PETITION from *Ragonath Ragoba,* Head Accountant of the Political Agency in Katteewar, to the Right Honourable the Governor in Council of Bombay,

Sheweth,

THAT on the 17th December last a charge was preferred against your petitioner to Captain J. T. Barr, second assistant political agent, by one Bhuttoor Veyneeram,

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Veyneeram, for sending a petition to Government in the name of the said Bhuttoor Veyneeram, and for receiving bribes from two persons named Baee Adee and Bawa Sewadass.

That this accusation is the result of a conspiracy amongst the servants of Sirkar and others, natives of the country, to drive out petitioner, who is a stranger and a native of Bombay, and has declined to associate with them and mix himself up in their intrigues.

That the charge was brought before the Second Assistant Political Agent, when, in due course, it ought to have been before the First Assistant, or before the Political Agent; but the sherustedar of Captain Barr is petitioner's enemy, and this plan was adopted that he might have the conducting of the investigation, and thus prop up prosecutor's case.

That all the ordinary rules prescribed both by law and justice were disregarded in the investigation of petitioner's case.

That the witnesses were examined in petitioner's absence, and sometimes secretly; that petitioner had no opportunity of confronting them, and of observing their manner, and of directing his questions accordingly; that the testimony of some was not even read to petitioner.

That some of the witnesses were imprisoned; to others, harshness practised, according as their testimony became favourable to petitioner, on the ground, as represented by his enemies and the sherustedar, that the witnesses were tampered with by petitioner; that they had before stated differently; but all restraint was removed as soon as their evidence went against petitioner, so that the witnesses thought that it was the wish of Sirkar that they should give their testimony against petitioner.

That, notwithstanding all these advantages, the said Bhuttoor Veyneeram has totally failed in establishing these charges.

That the charge relative to the petition was not proceeded with, which, in itself, is a proof of its falsity, for there could be very little difficulty in proving that the handwriting was that of petitioner, if it were so, as Bhuttoor Veyneeram states.

That the first instance of receiving bribes is as follows: "That Adee, wife of Bhutt Nuthoo, presented to petitioner a gold chain, with a view of not giving over the property to her adopted son."

That the evidence of Adee on this point does not support the charge in any respect, looked at in the most unfavourable light to petitioner; it shows that she lent a chain like the one produced to petitioner's wife, and did not take it back in consequence of the acquaintance. The rest of her evidence completely removes every ground for this charge; for, after being solemnly warned and accused of allowing herself to be tampered with by petitioner, and having received six days' time to deliberate, and a sepoy being placed as sentinel over her door, on being brought forward again, and again warned, she repeats what she before stated, that she sold her chain and jewels to wandering goldsmiths about 15 months before; that her first evidence was false; that she was instigated to it by Naka Mheta, sherustedar of Captain Barr.

That the evidence of the adopted son of Adee, who says that the chain is hers, is evidently false; for he makes your petitioner send a servant, Ladha, to tell him not to make any complaint about the matter, otherwise he would be sent to gaol, as if any man would make his servant privy to his receiving bribes, or send him upon such an errand.

That the evidence of the goldsmith, who is stated to have made the chain, proves nothing; he states that the chain appears to have been made by him, and produces a book purporting to contain an account of a transaction 13 years old, but without the day of the month, nor does he know in whose handwriting the account is; after upwards of 13 years' use, the chain seems to have lost nothing of its weight.

The second goldsmith testifies that after your petitioner returning from Bombay, he weighed and valued this chain; that his evidence is most minute and exact in describing when he attached the hanging bead; and that chains of this kind were at first made only in Bombay, but in that country only "since camp of sirkar was established."

That it is most improbable that petitioner would thus wear and publicly display a chain received in this way, which many people must have known to belong

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belong to Adee, and which petitioner could so easily have destroyed the identity of, and sold through his family in Bombay.

That the second instance of receiving bribes is, "that the sum of 200 rupees was caused to be paid, the widow to raise the money having pledged her ornaments with one Jahwur Nagjee, who procured this sum from Hurruckchund Pragjee."

The evidence of the widow Adee is positive in this instance, and completely exonerates petitioner; "that she pledged her jewels for 200 rupees to defray the expense of despatching her daughter to her husband's house, when the amount was received from her recovery; she repaid it, and redeemed her jewels; that having redeemed them she sold them and the chain, and paid the money to petitioner, who gave it to Jahwur, and having received from him her jewels, delivered them to her that very day."

That the evidence of Jahwur Nagjee is so full of contradictions, and his account books kept in such a way, the entries being made long after the transactions took place to which they purport to refer, and erasures relating to the very same circumstances being found, the slightest credit cannot be attached to it for a moment; the only circumstance that appears clear and so far agrees with the evidence of Adee is, that Jahwur received from the hands of petitioner 225 rupees to redeem Adee's jewels, and in her presence; and what can be more probable than that Adee, knowing the difficulty of receiving jewels deposited as pledge, stated at the time that the money was for petitioner, a Government servant, in order to insure Jahwur's behaving honestly with respect to them, and also took care, when about to redeem them, that the money, both principal and interest, should be paid by him, and the jewels restored in her presence to guard against any extortion by Jahwur; that Adee was on terms of intimacy with the women of his house, looked upon him as a friend, and was in the habit of receiving alms from him; that even supposing Jahwur's evidence to be true in every respect, and his accounts to have been kept accurately, that there is not a shadow of proof that the 200 rupees were appropriated by petitioner, but merely that petitioner received 200 rupees, which he paid back with interest. The very worst inference that could be drawn against petitioner is, that he used the jewels as a pledge for obtaining a loan of 200 rupees, afterwards repaid with interest; that in the commencement of his evidence, Jahwur states, "he kept the jewels in pledge from Adee, and paid 200 rupees; she was saying to pay it to petitioner." Afterwards he states, "that Adee told him he should pay it to Ragonath in her behalf." In his first account of the restoration of the jewels, he states, "she came to his house, and said that he should receive the money and give the jewels; then he told that it is better, after which he took the jewels and went to her house; then she said that he should go with her, she would cause the money to be paid; after which he went with her to Ragonath's house." In his second account of the same transaction, he states, "Cursonjee gave him the jewels which were with him at his house, which he took and went to Ragonath's house at that time. Bhutt Nuthor's wife Adee was there, plainly contradicting thus his first account; it is stated in charge, that Jahwur got this money from Hurruckchund Pragjee, yet he himself states that when he received money from petitioner, he went and paid to Cursonjee, who followed him and gave him the jewels; thus it would appear that the money had been received from Cursonjee, and not from Hurruckchund Pragjee. In the first part of his evidence, he states, "that he took the jewels and went with Adee to the house of Ragonath to be paid;" in the latter he states that "he was paid by Ragonath, then gave the money to Cursonjee, from whom he received the jewels, and brought them to Ragonath's house, where Adee was at that time."

That it will be only necessary to allude to the report of the punchayet on Jahwur's account books to show how great a fabrication the whole affair is. They report that there is an entry of money paid to Ragonath under the account of a third party, whose name is not entered for months afterwards, this third party being the husband of Adee, Bhutt Nuthoo, a man many years dead; that the entry was first made in Bhutt Nuthoo's account as of money to be paid to Rajyshrie; that this name has been erased; that the item of 225 rupees has been entered as received out of 400 rupees from petitioner. This entry, even if true, must refer to a different transaction.

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This witness has admitted that he is a relation of Lalljee Paruck, petitioner's enemy, and one of the chief conspirators.

Petitioner directs attention to the fact, that there is no record of evidence of Hurruckchund Pragjee, from whom the money is stated to have been received, though he was examined.

The third instance of receiving bribes is, that "one Bawa Sewadass having obtained a hoondee for 400 rupees from a sowkar, Dosee Roopsee Mooljee, of Jetpoor, on a sowkar, Luckhoo Sunkerdass, sent it to your petitioner, who received the money of it through Mungulsee Goma."

That Bawa Sewadass, in his evidence, states "that he gave a hoondee for 400 rupees at the shop of Luckhoo Sunkerdass, for giving money to Rugonath; afterwards Mungulsee took the money from the shop, and told him that he paid it to Ragonath." Again he says, "the hoondee was for 300 rupees;" in another part, he declares positively, "that he never paid the sum of 100 rupees after he gave this hoondee; that he did not pay this sum at the shop of Luckhoo Sunkerdass; that he once went to the shop himself, but shopkeeper said that the sight of note was not yet expired; that he should come at the expiration," (Mowjee, the clerk, denies this positively in his evidence); "he did not give the silver articles and the clothes to any one." In his evidence on the 9th February, contradicting himself, he says, "that Munguljee repaid the sum of 100 rupees to the sowkar;" being confronted with Munguljee, he denied that he knew anything about 100 rupees; on this same day contradicting a former statement, "that when he came to petitioner, petitioner told him he would do this business; therefore the money was paid." He states, "that when he asked petitioner to return his documents, then petitioner said that if he paid him he would return the documents; that these documents were kept by petitioner, with Doongersee Shett through Bulwuntraie, which witness got by a note from petitioner upon him (Bulwuntraie)." This statement is contradicted by both Doongersee and Bulwuntraie in their examination on the 9th March; the latter adds that the story is altogether false.

Even if the documents were deposited with petitioner, why should he deem it requisite to leave them with another person? No suspicion or blame could attach to petitioner from having the custody of the documents of a person in no way connected with the discharge of his duties.

Munguljee, who is described as having paid the money to your petitioner, states, on 29th December, that a Bawa, whose name he does not know, nor where he lives, nor recollects where he resides, met him, and told him that he had a duplicate hoondee upon Luckhoo Sunkerdass; that he told him to come with him, and that he would get it cashed; the money was received, before sight of the duplicate, and discount must have been paid; he never got a hoondee accepted before. It is most improbable that a stranger would tell him he had the hoondee, and that a native banker would cash it for a man who never before got such an instrument accepted, and without having received advice from the drawer.

This witness also denies knowing anything about who paid the 100 rupees, or why Bawa received the money. On second day examination, he states, "that petitioner himself gave him the hoondee for 400 rupees, to get it cashed at the shop of Luckhoo, and that he brought the money with Mowjee Luckmeechund's goomasta."

Mowjee, being examined, states, "that Bawa was not present when the money was paid to Munguljee, nor had he been in the shop before that time;" that witness and Munguljee came to petitioner's house, and paid petitioner the money, and petitioner became security; yet witness entered Munguljee's name as having received the money, and made no entry of petitioner being the security for it. He states that 100 rupees was paid back by Munguljee, on account of Bawa Sewadass. Munguljee being brought face to face, denies knowing anything of this payment; that if he had paid it, his name should be entered as the person through whom it was paid.

Dhurma, a Banian servant, being examined on 8th January, states that there was a dealing between him and his master, for which he gave him a note of 400 rupees on Luckhoo Sunkerdass; that he has been discharged; does not know how his master spent this money. The master, Sewadass, being produced, states that there is no account of the transaction in his account books, and

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and that the accounts have not been made up between him and his servant for two years or two years and a half.

That the punchayet, having examined the account-book of Luckhoo Sunkerdass, reported that an item of 400 rupees has been disbursed to the head of Dosee Roopsee Mooljee, but the exact date cannot be discovered; or another book was shown, containing a similar entry, but no date; but the item, "Poush Vud, 13 or 14," might have been entered above and below this item.

That a translation of a letter from the drawer of the hoondee, Roopsee Mooljee, to the drawee, addressing him to accept for only 300 rupees, has been given in evidence, bearing date Sumvut 1908, Poush Shoudh 8th, while the 300 rupees has been credited since the year previous, 1907.

That a great many witnesses were examined to prove the communication between the widow Adee and your petitioner, and between Bawa Sewadass and petitioner, and to establish other issues not material to the charges; but if their evidence were commented upon in detail, it would infringe too much upon the time of the Honourable the Governor; and petitioner can only state that it is equally contradictory, and equally unworthy of reliance, as that before quoted.

That it has not been proved that petitioner ever did anything to advance the interests of those parties from whom he has been accused of receiving bribes, or that petitioner had power in any way to serve them.

That petitioner has abstracted the evidence of all the necessary witnesses, in nearly the words of the parties themselves; and petitioner humbly submits that the accusations have been proved to be utterly worthless and without foundation.

That the whole proceeding is the result of a conspiracy among the other Government servants to drive petitioner from the district, in order to carry on their usual proceedings unmolested.

That if there were no proof furnished by the evidence that the case is a fabricated one, it would be plain from the very minuteness of the charges, the number of ornaments, the exact weight of each, the name of the maker, the account book, the page of the account-book purporting to record the transaction (one of these 13 years old), being specified with an apparent accuracy of detail that can leave no doubt but that the whole is the result of a wide-laid combination.

That the whole power of the Government, through the means of the sherustedar of Captain Barr, was employed against the witnesses whose testimony was in favour of petitioner.

That petitioner prays the Honourable the Governor in Council will investigate the case, and examine the testimony brought forward, that petitioner's character may be freed from the stain cast upon it by his suspension, and petitioner restored to the position acquired by 16 years' honest exertion in the service of the Honourable East India Company.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Rugunath Ragoba.*

Rajcote, 9 April 1852.

No. 1736 of 1852.—Political Department.

Referred to the Political Agent in Kattywar for report, to be written below.

By order of the Right Honourable the Governor in Council.

(signed) *H. E. Goldsmid,*
Secretary to Government.

Bombay Castle, 24 April 1852.

Government,

Charges against Rughoonath Rao Ragoba.

Government, No. 113 of 1852.—General, No. 255.—Political Department.

From the Political Agent in Kattewar to *Arthur Malet*, Esquire, Chief Secretary to Government, Bombay.

Sir, Camp, Joonaghur, 24 June 1852.

1. WITH reference to Mr. Secretary Goldsmid's order of the 24th April last, on the accompanying petition from Rugonath Rao Ragoba, head accountant of this agency, complaining of the late accusations of bribery against him being entirely the result of a conspiracy, and also finding fault with the manner in which these accusations were investigated, I have the honour to inform you, that the ground of defence taken up in this petition, as regards the sum of 200 rupees stated to have been given to him by the woman Adee, is so completely at variance with that before adopted, and with the positive and repeated assertions of the accused to me, that he knew nothing whatever of the transactions entered in Juwere Nagjee's accounts in his name, that I considered it proper, before replying to the petition in question, to ascertain from Rugonath Rao whether he admitted having written it; and I beg to forward copy of the letter I addressed in consequence to my assistant, Captain Barr, on the subject, and of that officer's reply.

2. Although myself fully satisfied of the falsehood of the woman Adee's assertions of her having sold the articles which were pawned to raise this money, to some travelling merchants, the new line of defence set up by the accused in this instance seemed also to render it necessary that I should ascertain more positively, for the information of Government, the exact dates of her father's and brother's deaths, as she all along persisted in declaring that this sale had been effected through them. I have only lately been able to obtain trustworthy evidence on this point, which has prevented my replying at an earlier date to Mr. Secretary Goldsmid's reference on the subject; and having since been favoured with the decision of Government on the report and proceedings formerly submitted in this case, I now feel it my duty, in justice to others, and to the public interests, to trouble you with a more lengthened reply than I should otherwise have considered at all necessary.

3. Rugonath, in his petition to Government, which is returned herewith, states as follows: "That the evidence of Juwere Nagjee is so full of contradictions, and his account-books kept in such a way, the entries being made long after the transactions took place to which they purport to refer, and erasures relating to the very same circumstances being found, the slightest credit cannot be attached to it for a moment; the only circumstance that appears clear, and so far agrees with the evidence of Adee, is that Juwere received from the hands of petitioner 225 rupees, to redeem Adee's jewels, and in her presence; and what can be more probable than that Adee, knowing the difficulty of receiving jewels deposited as pledge, stated at the time that the money was for petitioner, a Government servant, in order to ensure Juwere's behaving honestly with respect to them, and also took care, when about to redeem them, that the money, both principal and interest, should be paid by him, and the jewels restored in her presence, to guard against any extortion by Juwere? The evidence of Adee, quoted in the petition, with which this is stated to agree, is as follows: "That she pledged her jewels for 200 rupees, to defray the expense of despatching her daughter to her husband's house; when the amount was received from her recovery, she repaid it, and redeemed her jewels; that having redeemed them, she sold them and the chain, and paid the money to petitioner, who gave it Juwere, and having received from him her jewels, delivered them to her that very day." This is a misquotation, however, and involves the absurdity of redeeming the jewels twice. The correct version of this part of the woman's evidence is that "she gave the rupees to Rugonath, and he gave them to Juwere."

4. The admission contained in these extracts must, I think, be allowed to go far to corroborate the last entry at least in Juwere Nagjee's accounts, regarding the redemption of the jewels by Rugonath Rao, on the payment of the sum of 225 rupees; and the petitioner, in his examination of Juwere's evidence, goes on to state, that even supposing it and the entries in the accounts to

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to be correct as regards the other item also, "there is not a shadow of proof that the 200 rupees were appropriated by petitioner, but merely that petitioner received 200 rupees, which he paid back with interest." Now this is so far true; and in the third paragraph of my former report I have alluded to the possibility, which I at first thought there might be, of explaining these transactions with the woman Adee, without involving Rugonath Rao in the serious charge which had been made against him; but after the repeated opportunities that were given him to explain the matter, and his continued denial to me that he knew anything whatever about any of the transactions in question, it will now, I imagine, be considered too late to admit any such explanation as that given in his petition to Government, unless at least its truth can be satisfactorily established.

5. So far from this, however, there is ample proof that the woman Adee's assertions regarding the sale of the chain and the jewels, after the redemption of the latter, to certain wandering goldsmiths, are altogether false. The ornaments were released from pawn on the 30th January 1851, and Adee states that she sold them about a month afterwards, through the agency of her brother, Bhowan. In a subsequent examination, she says she sold them through her father and brother, the former of whom she admits to have died 12 months before the date of her deposition, or about the beginning of January 1851, and the latter about three months before that. As already stated, however, I have considered it necessary to obtain what further evidence was procurable on this point; and I beg now to submit translation of the statement of Adee's brother, who resides in the village of Mewassa, in the Noanuggur talooka, on the subject. From this it would appear that Adee's father died about the 1st February 1851, and her brother Bhowan so far back as September 1849, and although there is some mistake in the day of the week stated in the deposition as that on which the last-mentioned event occurred, it cannot, I should think, be wrong as to the year, as the deponent states his father's death to have occurred three or four months after the anniversary of that of his brother. Adee likewise mentions that the principal sums expended from the amount she realized from the sale of her chain and jewels were in presents to the Gosamjee Mahâraj of Noanuggur, when he came to Rajcote, 15 or 20 days after she had sold the things. I have ascertained, however, that the last time this Gosamjee visited Rajcote was about the month of February 1848, and he passed through my camp at Hulwud, in the northern part of Kattywar, in the middle of January 1851, on his way to Muthra, in Upper India, from whence he has not yet returned.

6. As regards the report of the punchayet on the entries in Juwere Nagjee's accounts, which is alluded to in the 7th and 17th paragraphs of Mr. Secretary Goldsmid's letter of the 8th instant, I beg respectfully to observe, that neither of the karbarees I got to examine these entries had any doubt as to the insertion of Rugonath Rao's name having been made in the entries containing it at the time the accounts in question were written, and the subsequent insertion of Bhut Nuthoo's name in the space which had been left for it, however irregular and improper, tends, I think, rather to prove the genuineness of the rest of the entry. The erasure alluded to in the report of the punchayet would have been more correctly described as the blotting out, with ink, of the words Rajshree and something else, not now legible, apparently for the purpose of concealing the name of the party to whom the money had been paid. At the time, moreover, when these first entries were made in Juwere Nagjee's accounts, which corresponds with the 16th April 1849, this individual and Rugonath Rao were on the best of terms, in proof which I beg now to submit the translation of a note of recommendation to my dufturdar, which was written by Rugonath Rao in favour of Juwere Nagjee about a month after the date of the said entries, but not presented, as the dufturdar happened to be absent from my camp at the time. A similar note was, I believe, addressed by Rugonath Rao, on the same occasion, to my sheristadar, although this is not admitted by either of them.

7. With reference to the 9th paragraph of Mr. Secretary Goldsmid's letter, it is proper to mention, that in the course of this investigation it was suggested to me by some one, most probably Captain Barr, that it would be advisable to get the statement of the persons therein alluded to as the giver of the chain to

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Rugonath Rao. In consequence of the denial by Adee, however, of her former assertion, that she had lent the chain to Rugonath's wife, there was no longer any legal proof against the accused on this point; and as no regular trial of the case was held, I should not, I imagine, have been justified in summoning Moroba Sudasew to attend at Rajcote for examination. His written statement might, of course, have been procured through the magistrate of Bombay; but I am free to confess, that the assertion of so near a connexion, that he had given Rugonath this chain, would not have sufficed to remove from my mind the moral conviction, which I cannot but feel, that it is the same which belonged to Adee; and I think it must be admitted that there are the strongest grounds for this impression in the woman's own assertion on the subject; her repetition of it when questioned by Rugonath himself; her demonstrably false statement subsequently given about the sale of the chain and other articles, and the manner in which a large portion of the money realized thereby had been expended. Add to all this the woman's description of her chain having no hanging ornaments attached to it; the account given by the Sonee Mor who weighed the chain for Rugonath Rao, of his having shortly afterwards attached an ornament to it; and the statement of the woman's nephew, that the ornament on the chain, when shown to him during the investigation, is not the same which it had when he saw it some years before, which was yellow. As regards the effrontery of Rugonath Rao in wearing a chain obtained in this way, it must not be forgotten, that natives generally wear ornaments of this kind under their angrikas, and not, therefore, much exposed to view, and however much this may be considered in his favour, it will not, I think, be denied, that the effrontery of his accusers, in declaring the chain to be the same, if it was not so, must have been a hundred fold greater, considering the certainty almost in that case of its being disproved, and the sufficiency for a false accusation of leaving us to discover the chain as best we could.

8. Adverting to the concluding part of the 11th paragraph of Mr. Secretary Goldsmid's letter, I beg to state, that if this chain is restored to Rugonath Rao, the legal owner therein alluded to has no other course open to him for recovering it but an application to the officers of this Agency. It cannot, I conclude, be intended that the Rajcote town authorities should be allowed to interfere in a case of the kind, pending between one of their subjects and a servant of the British Government; and if any further test of the ownership of the chain is to be resorted to, it would appear advisable that this should be done before it is restored, as the fact of its restoration to Rugonath Rao, after the investigation which has already taken place regarding it, would seem effectually to debar any further proceedings on the subject in this Agency. I proposed that it should be given to Adee's nephew, as she herself disclaimed it; and although, according to the custom of this province, she has a full right to retain possession of all the property during her lifetime, she is not entitled to make away with any portion of it improperly to the detriment of the next of kin or heir after her death. I am sanguine that this further report will satisfy Government that I had ample grounds for this suggestion, but if it still be considered that this would be unjust towards Rugonath Rao, I would respectfully recommend that the case should be disposed of as any other dispute regarding stolen property would, in the absence of sufficient proof, be settled in this province, and that Rugonath Rao should receive back the chain if he will take an oath on the Geeta, or in any other manner which may be agreed upon between the parties, that it is not the one which belonged to the woman Adee. If, however, he declines to do so, the chain would then require to be given up to the woman's nephew, as formerly proposed, on his taking the same oath that it was hers. The restoration of this chain to Rugonath Rao will, I fear, produce the worst possible effect in this province; but the administration beforehand to his further test of the right thereto would tend, I hope, to counteract this in some degree, by showing that every practicable means had first been taken to ascertain the truth, and to satisfy the claimant according to the custom of the country. I trust, therefore, that my retaining the chain in the treasury till I am favoured with your further instructions on the subject will be approved of by Government.

9. The entry in Juwere Nagjee's accounts, which is so strongly corroborated by the admission made in Rugonath Rao's petition now under report, regarding the

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the payment, through him, of the money for the redemption of Adee's ornaments, is the one which tended so much, in my mind, to confirm the other evidence in the remaining accusation of bribery against Rugonath Rao. The fact of a Mohsul sepoy, who was much with the accused, having been sent to the Bawee's village about the money in this case, was, in my opinion, another very strong corroborative circumstance, and it was only a few months after the transaction in question that this sepoy lost his situation on the Mohsullee establishment, by proceeding to Bombay, without leave, in order to join Rugonath Rao, who had gone there in consequence of some marriage in his family. It is also necessary to remember, that one of the parties to whom Government considers that the money was clearly traced in this case, was the goomashta of the firm which cashed the hoondee, and not, therefore, very likely to have joined with the other man, Munguljee, in appropriating the money. I am fully sensible, however, of the many glaring discrepancies in the evidence on this charge; but the feeling of reluctance, which is universal in this province, to bear witness, in any case of corruption, against our Government servants, appeared to me to be the principal cause of them, and it is more remarkable in the present instance, as it is clear, from the circumstances remarked by Government in the petition of the accuser, Bhutoor Veneeram, that he must beforehand have had access to all the account-books he quoted from, which could not, of course, have been obtained without the privity of those to whom they belonged. I fear, however, we shall have to wait long before the more respectable people of the country come forward themselves to endeavour to put a stop to the prevalence of bribery and corruption amongst the native functionaries of Government, injurious as many of them must feel it to be to their best interests.

10. I trust I may also be permitted to offer a few words of explanation regarding the detention of the witness Munguljee Goa for one night under restraint, for which my assistant, Captain Barr, has been so much blamed by the Honourable Board. It will be seen from this witness's first statement that he denied all knowledge of the receipt of the money from the sowcar Luchmeechund Shunkerdass, whose account-books, however, clearly proved that it had been paid to him, and as what had just before occurred with the woman Adee showed beyond a doubt that she had been tampered with after returning home from her first examination, it would, I humbly contend, have been a most unwise proceeding on Captain Barr's part not to have adopted the necessary precautions to prevent this witness, who had commenced with a decidedly false statement, from communicating with any of the parties concerned, till he could fully examine him and confront him with such other witnesses as might be requisite, to endeavour to elicit the truth. It is also, I observe, stated that the accused was not allowed the privilege of examining his own witnesses, but I am altogether unable to understand to what this can refer, unless it be to the evidence of Moroba Sudasew, which was never, I assure you, at all urged to be sent for by Rugonath Rao, otherwise I should have written for it as a matter of course.

11. It now only remains for me to notice some of the very unfounded allegations contained in Rugonath Rao's petition, which, I regret to observe, commences and ends by calumniating his fellow-servants in this Agency, as having conspired against him in the present case because he would not "mix himself up in their intrigues." In reply to this I can only state, that as far as I have had the means of judging, I believe the assertion to be altogether false, and as regards intrigue, there is no native in the service of Government in this province that I have ever had so much reason to suspect of practising it as Rugonath Rao himself. I have had complaints of this kind against him almost ever since he came to the province, and have frequently heard him accused of having had much to do with different anonymous petitions which have from time to time been sent in to Government, but I never could get any proof on the subject, and entirely discredited the accusations of intriguing which I heard against him, till he sent me an application, on the native agency becoming vacant by the dismissal of the late native agent Bhugwan Laul, to succeed to that situation, for which I need scarcely say that I considered him quite unfit. I took the earliest opportunity after this of warning him very seriously against lending himself to any kind of intriguing, which, however, he loudly denied ever having done. No accusations or insinuations, even of bribery, were ever made to me against him before

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before the present charge, but I have every reason to believe that he was always much given to meddling with business that he had nothing to do with, and the introductions I have alluded to as having been given to Juwere Nagjee showed a most improper exercise of this practice, for that individual was then coming to my camp as the agent of the old Baee of Than, in her continued efforts to injure the present young Thacore of that place and his mother. The false impression which Rugonath Rao has by this and other means succeeded in creating in this province, that he is possessed of influence both for good and evil, is greater than would be readily believed, and fully accounts for the resort to him of some of the parties in the present case, which Government is naturally enough at a loss to understand. Rugonath Rao is therefore the last man in this Agency who should accuse other people of intriguing; and justice to them forces me to repeat at greater length what I shortly alluded to in my former report, for I believe that the petitioner must look to some of his former friends in intrigue and not to any of his fellow-servants, as the principal parties who have been concerned against him in the present accusations of bribery.

12. The assertion contained in Rugonath Rao's petition that the case was purposely brought before Captain Barr to get his sheristedar's assistance in support of it, and ought instead to have come before the first assistant or myself, is another misrepresentation which I am sorry to have to characterize as wilful. The petitioner knows well that Captain Aston left Rajcote on his way to the Cape of Good Hope just as the investigation commenced, the same day, I believe, and that Captain Barr was requested by me to undertake the inquiry, as I was myself busily employed with trials and other pressing duty. The complaints made about the treatment of witnesses are also entirely unfounded, beyond what is recorded in the proceedings, and I took the greatest care myself to give Rugonath Rao the fullest opportunity of questioning all the witnesses in my own presence, and furnished him with copies of the whole of the proceedings the moment he asked for them.

13. There are numerous other mistakes made in the petition, which it would be tedious to notice at length. The chain, for instance, is stated to appear by the proceedings not to have lost weight at all since it was first made 13 years before, whereas it is mentioned in Captain Barr's rozkam to weigh now only 18 gudyanas, and appears by the Sonee's accounts to have been originally three quarters of a gudyana and one and a half wals greater in weight. The two transactions with Juwere Nagjee, one in 1849 and the other in 1851, are confounded together to make it appear that two different sowcars, Hurreekchund and Kursunjee, are mentioned by Juwere Nagjee as the party from whom he received the sum of 200 rupees first paid to Rugonath; but unsatisfactory as Juwere Nagjee's evidence certainly is, there is no such contradiction in it as this. The petitioner complains of the evidence of Hurreekchund Progjee not being on the proceedings, although he is stated to have been examined. His deposition does not appear, however, to have been taken, but his books and those of Kursunjee were shown to the punchayut and the entries in them fully substantiated the accounts and the statement given by Juwere Nagjee. The letter alluded to from the drawer of the hoondee written in St. 1908, advising him to accept for only 300 rupees, although the said amount had been credited since St. 1907, is not the letter of advice, as asserted, but a reply, written at the time it is dated, to a reference which had been made to the drawer of the hoondee on the subject.

14. Under all the circumstances now reported, it will not, of course, be expected, with reference to the concluding paragraph of Mr. Secretary Goldsmid's letter, that I should recommend Rugonath Rao as still deserving to remain in his present situation, but I am not aware of any other Government employment which he could obtain. He is, as I stated in my former report, one of the best accountants and men of business in his own department that I have ever known; but I doubt his qualification for any other kind of employment, and his knowledge of English is rather imperfect. If Government is still of opinion, however, that I have not sufficient grounds for the strong conviction I entertain of his misconduct in the present case, far be it from me to urge his removal from the situation he now fills; but if permitted to remain in it he ought, I think, to be again seriously warned against meddling in any of the native business pending in this

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this province, and distinctly informed that if hereafter discovered in any kind of intrigue he will be immediately dismissed from the service of Government.

15. I deem it my duty to inform you, that the decision of Government in this case was known at Rajcote from some other source as soon as Mr. Secretary Goldsmid's letter reached this office.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Kattiawar Political Agency,
Camp, Joonaghur,
24 June 1852.

P.S.—I have not alluded in this report to a memorandum which was produced by the woman Adee some time after the proceedings were closed, purporting to be a statement of her account in the handwriting of Juwere Nagjee for the 200 rupees borrowed from him on a mortgage of her ornaments, with interest, calculated at nine per cent., up to 9 Shrawun Sood, St. *1906*, several months before the things were redeemed. There are several suspicious circumstances attending it which I have been unable to get satisfactorily cleared up, but it is unnecessary further to trouble Government on the subject, as the only point this memorandum seems clearly to establish is the borrowing of the money at the time stated in the proceedings, and of that I imagine no doubt will now be entertained.

(signed) *W. Lang*,
Political Agent.

No. 173 of 1852.

From the Political Agent in Kattiawar to Captain *J. T. Barr*, Assistant Political Agent, Rajcote.

Sir,

WITH reference to your letter of the 26th March last, reporting on the accusations of bribery against the head accountant, Rugonath Rao, and to the proceedings which accompanied it, I have the honour to send you an original petition to Government in the name of that individual, and as some of the statements it contains are so entirely at variance with the defence set up by Rugonath at the time, I should like, before replying to it, to know whether he admits it to have been written and signed by him; I shall therefore feel obliged by your sending for Rugonath Rao and ascertaining this for me, and if he admits the petition to be his, I shall feel further obliged by your sending me any observations you may have to offer on the different allegations it contains, as it would appear from the date of the order referring it for report, that it must have been despatched after the receipt of your former letter and proceedings in the case, and some of the assertions made in it are, moreover, such as require reply.

Kattiawar Political Agency,
Camp, Heerakote,
3 May 1852.

I have, &c.
(signed) *W. Lang*,
Political Agent.

To the Political Agent in Kattiawar.

Sir,

HAVING this day questioned Rugonath Rao Ragoba, in accordance with the directions contained in your letter No. 173, dated 3d instant, regarding the original petition to Government which accompanied it, I have the honour to inform you that he admits the signature appended thereto to be his, and that he states that the petition itself was written for him by a relative in Bombay.

2. The petitioner, I perceive, reiterates the statements often previously made, that the accusations had been trumped up by enemies bent upon his ruin, that the proceedings had been unfairly conducted by me, and that my sheristadar had tampered with some of the witnesses, being prompted to such unworthy conduct by motives of ill-will; but as I have already noticed the only one of these complaints which I considered worthy of remark, that against my sheristadar,

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tadar, I need not now advert to them, for you are aware that the steps I took in the investigation were necessary to ensure a searching one, and that Rugonath had every possible indulgence afforded him for rebutting the charges preferred against him.

3. In this petition, although much is put forth to prove, if possible, that the chain belonging to the woman Udee cannot be the same as that found on the person of Rugonath, no attempt is made to clear up the point by calling for a reference to the relation in Bombay whom he confidently named, when questioned here, as the individual who gave the chain he was in the habit of wearing, and this but tends to confirm the suspicion of guilt I have already declared. The defence now set up with regard to the bribe of 200 rupees, is completely at variance with that made use of during the investigation of the case, for all referring to the money is admitted except the retention of it, whereas formerly the petitioner maintained utter ignorance of the whole transaction.

I have, &c.
(signed) *J. T. Barr,*
Rajcote, 10 May 1852. Assistant Political Agent.

(True copies.)
(signed) W. Lang,
Political Agent.

Bhugwan Kesowjee, by religion, Hindoo; caste Brahmin Singhor; profession, Beggar; aged about 19 years; Inhabitant of the village of Mewasa, Purgunna Kundorua, Talooka Nuggur, states before Captain Barr, Acting First Assistant Political Agent in Kattiawar, as follows:

My father Kesowjee died on Posh Wud 30, Sumwut 1907 (1 February 1851), at the age of 70. His sight was impaired. When he had occasion to go to any village he used to do so on horseback, but even this he could not do without being accompanied by some one. My brother Bhuwan died on Asso Sood 4th, Sunday, St. 1906 (20 September 1849), and three or four months after his wurshee (annual ceremony performed in commemoration of the dead) was over my father also died. In our country the new year commences from the month of Ashar (July.) I do not recollect whether after the death of my brother Bhuwan my father Kesowjee came to Rajcote or not. The accounts of the expenses of the dara or funeral feasts of my brother Bhuwan I have rendered to Jubur Shet, the wywutdar or manager of Kundorna. I possess no accounts, however, of the dara of my father. The different articles required on that occasion were procured from my house. Sugar was purchased from a wuchyat or foreign trader, and no accounts were kept regarding these.

Q. In what village did your father die, and for how many days before his death was he confined to his house by sickness?—*A.* Kessowjee died at the village of Mewasa, and for seven days before his death he was confined to his bed.

11 June 1852.

Deponent again states that he does not know exactly whether the year changes in the month of Ashar or not.

Dated as above.

(signed) *Bhugwan Kessowjee.*

(signed) *J. T. Barr,*
Asst. Pol. Agent.

To *Meherban Rajeshree Shakursee Bhaee Poonjasha,* Camp Munoa.

Rugonath Rao Ragoba writes from Rajcote. Accept my best compliments. Further, we are all well here. Your letters regarding your welfare I have received by the dawk, and they have afforded me much pleasure, and I hope you will always, in this manner, be pleased to continue to favour me with your letters. I shall send you an answer to your letters by the dawk. Continue always to treat me with the same kindness as you have hitherto done. The bearer of this note is a very good and respectable man, and is a friend of mine, and treat him therefore with all due kindness, and should he wait on you at any time be pleased to treat him with that degree of kindness which he deserves. This is my prayer.

20 May 1849, A. D.

(True translations.)
(signed) *W. Lang,*
Political Agent.

Charges against Rughoonath Rao Ragoba.

To the Right Honourable Lord Viscount *Falkland*, Governor and President in Council, Bombay.

My Lord,

In continuation with my defence given to Major Lang on the 26th January last, I have the honour to forward the accompanying copies of my testimonials, &c., granted to me by my late employers for the favourable consideration of Government, as they were omitted to be submitted to your Lordship in Council with my petition of the 9th instant; and

I remain, &c.
(signed) *Rugonath Ragoba,*
Suspended Head Accountant,
Katteewar Agency.

Rajcote, 16 April 1852.

Memorandum of Service.

As a writer in the office of the Adjutant to the detachment 9th Regt. N. I. - - - - - - - - - - - - -	- - 2 years.
As accountant in the office of the superintendent of experimental cotton farm in Guzerat - - - - - - - - - -	- - 1 year.
As writer and accountant in the sub-collector's office at Broach -	- - 4 years.
As officiating head clerk in the adawlut at Broach - - -	- - 1 year.
As assistant book-keeper in the office of Messrs. Brownrigg & Co., Bombay - - - - - - - - - - - -	- - 3 years.
As head book-keeper in the office of Messrs. Brownrigg & Co., Bombay - - - - - - - - - - - -	- - 6 months.
As head accountant in the Katteewar Political Agency from 28 April 1846 to 9 March 1852 - - - - - - - - -	- - 5 years, 10 months, and 9 days.
Total—Seventeen Years, Four Months, and Eight Days -	17 4 8

Certified, that the bearer, Rugoonath, performed the duties of purvoe in my office to my satisfaction.

(signed) *J. C. Wright,* Ensign,
Adjt. Detacht. 9th Regt. N. I., Broach.

25 October 1836.

The bearer of this note, Rugonath Ragoba, was employed by me in Guzerat, as an English writer and accountant, and in various other duties. I found him very intelligent and assiduous, and in the performance of any matter committed to his charge, he gave me the highest satisfaction.

Bombay, 19 July 1842. (signed) *J. L. Johnson.*

This is to certify that Rugoonath Ragoba, English writer, served under me in the Broach sub-collectorate for nearly four years, during which period I have found him active and attentive to his duties. He understands Goozeratti, Maratti, and Balbhod, with colloquial Persian.

Bombay, 30 September 1842. (signed) *George Coles,* Sub-collector.

This is to certify that the bearer of this, Rugonath, English writer, served under me for one and a half month when I was in charge of the sub-collectorate. I found him of a willing disposition, and attentive to his duties.

Broach, 12 December 1839. (signed) *C. Price,* A. C.

Rugoonath,
Broach, 19 March 1842.

A certificate from me would be of very little use to you; but I must say, that during the two months I have been in charge of the adawlut here, I have found you always attentive to your duties, and well informed in them, and that you always gave me satisfaction, and I have no doubt but that others will find you the same.

Yours, &c.
(signed) *A. C. Stuart.*

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EXTRACT from a Letter from *A. C. Stuart*, Esq., Assistant Revenue Commissioner, to *Rugoonath Ragoba*; dated Poonah, 6 September 1842.

I FORGET whether I gave you at Broach any certificate of my opinion of your qualifications, but in case I did not I may here add, that I consider you to be perfectly competent to fill the situation of head accountant or head English writer in any office, and that during the two months that you served under me, in the Broach adawlut, you showed yourself well acquainted with your duties, and discharged them entirely to my satisfaction.

I became acquainted with the bearer, Rugonath Ragoba, during a visit to Broach, and I have more than once seen him in Bombay. He has a good character among his countrymen, and is well spoken of by his European employers.

29 June 1842. (signed) *John Wilson.*

Bombay, 6 March 1846.

I HAVE known Rugonath Ragoba for the last three years, and have been much pleased with him, as a considerate, docile, and respectful person, in all the intercourse I have had with him. He knows much of Europeans, and his knowledge appears to have both favourably impressed and improved him. He knows Goozerati, Maratti, Hindoostanee, English, and a little Persian.

(signed) *R. Nesbit.*

THIS is to certify that Rugonath Ragoba has been employed by us for the last three years and a half, for three of which he acted as assistant book-keeper, and the last six months as head book-keeper in the office. He possesses a fair knowledge of book-keeping, and now obtains his discharge at his own request, in consequence of the climate of Bombay proving unfavourable to his health.

Bombay, 28 March 1846. (signed) *Brownrigg & Co.*

RUGOONATH RAGOBA, appointed head accountant to the Political Agent, Katteewar, by the Accountant-general, arrived here on the 28th April, and I doubt not, from his good character, will give every satisfaction.

9 May 1846. (signed) *A. Malet.*

Rugoonath Ragoba, Bombay.

Sir,

I HAVE duly received your letters, asking me to recommend you to Mr. Fawcett for the situation of foujdar of Ahmedabad. I have brought your application to the notice of that gentleman, who will, no doubt, give it due consideration, although there are so many applicants. I hope you may succeed, although I think it is very doubtful, as a Mussulman is usually appointed kotwal of that city. Wishing you every happiness, believe me to remain your friend and well-wisher.

Kaira, 8 August 1844. (signed) *N. Kirkland.*

EXTRACT of a Letter from *Maneeckjee Limjee*, Esq., to Sir *R. K. Arbuthnot*, Bart.; dated 9 October 1844.

I HAVE perused Rugoonath's certificates, from which he appears to have served in several of the public offices; he knows Goozeratti, Maratti, Balbhod, and English, with colloquial Persian, and, besides this, his character is unexceptionable. I can say, from what I have experienced, that his conduct is also commendable; and as he says that some situations of the native officers are likely to be vacant under your auspices, I beg leave respectfully to recommend him as a candidate, and to request the favour of your having the goodness to grant him one of them, as he is qualified to transact the duties of any situation that may be given to him, and is tolerably acquainted with the Government Regulations. I have nothing to add with regard to his every* capacity, but it will be proved satisfactory on his being employed under your disposal.

EXTRACT from a Letter from *Juggonath Sunkersettjee*, Esq., to Mr. *Danvers*, the Magistrate of Bombay; dated 10 January 1846 (not presented):

THE bearer of this, Rugonath Ragoba, whom I knew for several years, has desired me to write you a few lines as to his character, and I cannot refuse his request, and therefore trust you will excuse these few lines. I know him to be a good man, and a person of respectable family. He is a head clerk of Messrs. Brownrigg & Co., and has been under my protection.

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* Sic orig.

Charges against Rughoonath Rao Ragoba.

EXTRACT from a Letter from *Juggonath Sunkersettjee*, Esq., to *Rugonath Ragoba*, from Ahmedabad; dated 6 February 1847.

YOU are a very sensible young man, and I always liked and like you.

No. 1811 of 1845.—Judicial Department.

IN reply to your petition, dated the 23d instant, applying for the kotwalship of Surat, I am directed by the Honourable the Governor in Council to inform you that you should apply direct to the judge of that station.

By order, &c.
(signed) *W. Escombe*,
Sec. to Govt.

Bombay Castle, 31 May 1845.
To Rugonath Ragoba, Bombay.

EXTRACT from a Letter from *W. B. Barrington*, Esq., Surgeon, from Bombay, to *Rugonath Ragoba*; dated 4 August 1847.

YOU are of a good respectable family, and by being as attentive as you have hitherto proved yourself, you will want no other support than your own proper conduct.

No. 133 of 1846.

From *A. Malet*, Esq., Political Agent in Katteewar, to *W. R. Morris*, Esq., Accountant-general, Bombay.

Sir,

I HAVE the honour to transmit copies of letters Nos. 30, 31, and 33, to Government, and of letter No. 608, February 12, from Mr. Chief Secretary Willoughby, and of my reply, of this day's date, relative to a proposed change in the rates of pay in my English office, and requesting that a well-qualified head accountant might be sent to me.

2. May I request the favour of your procuring for me a well-qualified person to fill the situation, premising that unless a very superior person can be obtained, I should prefer appointing to the office Geerdhur Lall, now my assistant accountant.

I have, &c.
(signed) *A. Malet*, Pol. Agent.

Katteewar Political Agency,
Rajcote, 20 February 1846.

No. 65 of 1846.—General Department.

To the Political Agent in Katteewar.

Sir,

WITH reference to your letter of the 20th ultimo, No. 133, and enclosures, I have the honour to acquaint you of my having engaged an efficient person, named Rugonathjee Ragoba, as head accountant and book-keeper for your office, on a salary of one hundred and fifty rupees (150 rupees) per mensem, as therein desired. Rugonath will leave this for Rajcote on the 2d proximo.

I have, &c.
(signed) *R. T. Webb*,
Acting Account.-general.

Bombay Castle, Accountant-general's Office,
28 March 1846.

(True copies.)
(signed) J. Nicholson,
Acting 3d Assist. Pol. Agent in Charge, S. S.

EXTRACT from a Note from Major *W. Lang*, Political Agent in Katteewar, to *Rugonath Ragoba*; dated 20 December 1847.

I HAVE every reason to be perfectly satisfied with the manner in which you have always discharged the duties of head accountant.

The Bishop of Bombay has the pleasure to return to Rugonath Ragoba the very satisfactory testimonials to his character, and is gratified to find that the favourable opinion which he has for some years entertained of Rugonath's character and abilities is so fully borne out by the opinions of those under whom he has been employed.

The

Charges against Rughoonath Rao Ragoba.

The Bishop trusts that Rugonath will by preserving * integrity and attention to his duties continue to deserve the favourable sentiments now entertained respecting him.

* Sic orig.

Rajcote, 10 February 1849.

EXTRACT from a Note from Captain *H. Aston*, First Assistant Political Agent in Charge, S. S., Katteewar, to *Rugonath Ragoba*, dated the 20th March 1849.

I LOOK to you always to correct any irregularity or impropriety in these orders; and I give you credit for very good intentions in the performance of this part of your duty.

EXTRACT from a Note from Major *W. Lang*, Political Agent in Katteewar, to *Rugonath Ragoba*; dated Umrily, the 23d June 1849.

ALTHOUGH I have every reason to be well satisfied with you as an accountant, and in the performance of all the other work you have to do under me, I could not take it upon myself to recommend you for the situation of Mamlutdar.

EXTRACT from a Note from *A. Bettington*, Esq., Collector at Ahmedabad to *F. Collier*, Esq., Surgeon at Rajcote; dated Ahmedabad, the 25th June 1849.

WILL you inform Rugonath Ragoba there is no vacancy of mamlutdar of Duskroy; the foujdarship is inferior to his present appointment, and has been or will be given to another.

EXTRACT from a Note from Lieutenant *J. T. Barr*, of the 7th Regiment Native Infantry, and Second Assistant Political Agent in Katteewar, to Captain *H. Barr*, Military Paymaster at Bombay, dated 17th January 1850.

OUR head accountant, Ragonathrao, however, is a capital accountant, and a very good man, and generally respected.

LEUTENANT-COLONEL OUTRAM presents his compliments to Rugonath Ragoba, head accountant in the Katteewar Political Agency, and has to inform him that the office of native agent at Baroda is already filled.

Rugonath Ragoba's memorandum of services is herewith returned.

Baroda, 28 May.

Sir, Mahableshwer, 21 May 1850.

IN reply to your letter of the 14th instant, I am directed by the Right honourable the Governor to inform you that the vacancy for which you applied had been disposed of prior to the receipt of your application.

The accompaniments to your letter are herewith returned.

I have, &c.

Rugonath Ragoba. (signed) *J. W. Henry*, Private Secretary.

No. 1482 of 1850.

From *Richard Spooner*, Collector of Ahmednuggur, to *Rugonath Ragoba*, Head Accountant, Political Agent's Office, Katteewar.

Sir,

IN reply to your letter, dated the 17th instant, I beg to inform you that the vacancy for which you have applied for † was disposed of prior to the receipt of your application.

† Sic orig.

2. The accompaniments to your letter are herewith returned.

I have, &c.

Ahmednuggur, Collector's Office, (signed) *R. Spooner*, Collector.
26 June 1850.

No. 214 of 1851.

MEMORANDUM.

THE copies of the testimonials that accompanied Rugonath Ragoba's (head accountant at Rajcote) petition, dated 21st November last, are herewith returned, as requested in his letter dated the 28th ultimo.

(signed) *A. N. Shaw*,
Revenue Commissioner, N. D.

Revenue Commissioner's Camp,
Tanna Districts, Nandgaum,
23 January 1851.

Charges against Rughoonath Rao Ragoba.

Sir, Dapoore, 7 June 1850.

In reply to your letter of the 29th ultimo, I am directed by the Right honourable the Governor to inform you that appointments of the description you applied for is filled up by the local officers; you should therefore write to the Collector and Revenue Commissioner.

I have, &c.
Rugonath Ragoba, Head Accountant. (signed) *J. W. Henry*,
Private Secretary.

No. 891 of 1851.

To *Rugonath Ragoba*, Head Accountant of the Political Agency, Rajcote.

With reference to your petition, dated the 22d ultimo, I have the honour to inform you that there is no situation vacant which would suit you.

Tannah Collector's Circuit Cutchery, (signed) *H. Malet*, Collector.
Boyaore, 5 November 1851.

Extract from a Letter from Major *W. Lang*, Political Agent in Katteewar, to *G. J. Blane*, Esq., Civil Auditor at Bombay; dated 14th June 1851.

I have always heretofore found the head accountant exceedingly attentive to his duty.

To *Rugonath Ragoba*.

Sir,

I have received your letter of the 18th instant; you should make your application for the appointment of mamlutdar through Mr. Goldsmid, secretary in the Revenue Department.

Yours, &c.
Parell, 28 October 1851. (signed) *A. Richardson*.

No. 11,213 of 1851.—Territorial Department. Revenue.

To *Rugonath Ragoba*, Head Accountant, Rajcote.

Sir,

I have been directed by the Right honourable the Governor in Council to inform you, in reply to your letter, dated the 6th instant, with accompaniments, that you can apply, if you please, to the Revenue Commissioners, the local officers, or to the Sudur Adawlut for promotion.

I am, &c.
Bombay Castle, 28 November 1851. (signed) *E. H. Goldsmid*,
Secretary to Government.

Government, No. 116.—General, No. 270, of 1852, Political Department.

From the Political Agent in Katteewar, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to my letter of the 24th ultimo, No. 113, reporting on the petition of Rugonath Rao Ragoba, I have the honour to forward, for the information of Government, copy of the reply received from Captain Barr to my letter to his address, sending him copy of Mr. Secretary Goldsmid's letter of the 8th ultimo, No. 2,582, for his future guidance.

I have, &c.
Kattiawar Political Agency, (signed) *W. Lang*,
Camp, Goondul, 3 July 1852. Political Agent.

To

Charges against Rughoonath Rao Ragoba.

To the Political Agent in Kattiawar.

Sir,

HAVING this day been favoured with your letter, No. 256, dated 24th of June last, transmitting, for my information and future guidance, copy of Mr. Secretary Goldsmid's reply on the subjects of the charges of bribery lately preferred against the head accountant of this agency, I have, with the deepest concern, become aware that my proceedings in the case have been deemed most unsatisfactory, and that my detention of the witness Munguljee Goa under temporary restraint has been viewed with displeasure. I beg to express my sincere regret at having thus incurred the reproof of Government, and to assure you that the measures adopted by me in the prosecution of this inquiry, however erroneous they have been, were prompted by an earnest desire to arrive at the truth under circumstances which I felt rendered the eliciting of it peculiarly difficult.

I have, &c.
Rajcote, 1 July 1852. (signed) *J. T. Barr,*
Assistant Political Agent.

(True copy.)
(signed) W. Lang, Political Agent.

MINUTE by the Honourable Mr. *Bell.*

MAJOR LANG's letter contains a report on the petition of Rugoonath Rao Ragooba, as also explanation regarding our letter of the 8th ultimo, No. 2582.

In the third para., Major Lang argues on the probability of the mis-statement of Adee regarding the jewels; now, on this investigation, for it would appear that it was not a regular trial, nevertheless the accountant was recommended to be dismissed on this very inquiry; the Government decided on the facts recorded in the proceedings, and not on probabilities.

After a most attentive perusal of Major Lang's letter, I must confess I can find nothing therein to induce me to alter the opinion expressed in my minute of the 1st of May last.

Had Major Lang placed us in possession of the grounds of his suspicion regarding the accountant's mode of exercising the influence which he is considered to possess, it might have weakened confidence in that officer, but would in no way have altered the merits of the case. In the absence, however, of all data on the subject, the Government could only form its opinion from what could be gleaned from the proceedings submitted.

From the present communication, as Major Lang, in whose discretion I entertain a high opinion, appears so fully convinced of Ragoonath Rao's intriguing propensities, I see not the slightest objection to intimating to him what is contained in the concluding part of the 14th para. of his letter, on continuing him in his present post.

The only other point requiring notice is the restoration of the chain, in deciding on which a deviation from the existing procedure exercised at Rajcote was contemplated. If the legal owner should come forward to demand the chain, the claim will, of course, be investigated by the officers of the agency; and should no claimant appear, it may, I think, be fairly assumed that Rugoonath Rao Ragoba is the legal owner.

(signed) *A. Bell.*

12 July 1852.

MEMORANDUM.

1. WITH reference to the 15th para. of the accompanying letter from the Political Agent in Kattywar, the Chief Secretary begs to state that he has been informed that Rugoonath Rao Ragoba has a brother residing in Bombay, named "Atmaram Ragoba,"* who is stated to be a person of very indifferent character, and who is doubtless the party alluded to in this correspondence, as the "relative"

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* Formerly dismissed from the Military Board, and lately from the office of the chief resident engineer of the railway company.

"relative" in Bombay "of Rugoonath Rao;" and probably the medium through which the information alluded to by Major Lang (in para. 15) was communicated to parties at Rajcote.

Charges against Rughoonath Rao Ragoba.

2. The Chief Secretary would remark that the papers were not in the Secret Department, but that, independent of the assistants who drafted and examined the letters, &c., the draft of the Government order was copied by a clerk on the fixed establishment, named Deenanath Darnodhur, and entered in the fair minute-book by a sectioner named Gunput Wassoodajee. The former is a Sonar by caste, the latter a Purvoo, the same caste as Rugoonath Rao Ragoba. With a view to the repression of the system of giving publicity to the orders of Government from the office, the chief secretary wishes to dismiss both of these men. Deenanath, however, being in the receipt of a larger salary than 30 rupees a month, cannot be dismissed without the orders of Government; he solicits, therefore, the instructions of the Honourable Board thereto. The dismissal of Gunput will also be delayed until the pleasure of the Honourable Board regarding Deenanath be known.

(signed) *A. Malet*, Chief Secretary.

23 July 1852.

MINUTE by the Right Honourable the Governor.

I WOULD inform Major Lang that our opinion relative to the mode in which Mr. Barr conducted the inquiry committed to him, as also with regard to the insufficiency of the evidence brought against his head accountant to establish the guilt of that individual, with respect to the offences of which he was accused, remains unaltered; and likewise, that we do not consider that Ragonath Rao Ragoba, in his petition, sets up a different defence from that he offered on the investigation, but that he merely shows what he deems to be the most unfavourable interpretation that the evidence produced could be made to bear; still that it is far from our desire that a subordinate believed to be so prone to intrigue by his official superior, as Ragoba is believed to be by Major Lang, should continue to hold employment in a political office in a province where so many facilities for improper intermeddling exist.

Major Lang's high character and official experience are, I think, a sufficient guarantee that he has not formed his estimate of Rugoonath Rao Ragoba's propensities without just grounds. I would therefore instruct Major Lang to require Rugonath Rao to vacate his appointment as soon as the necessary arrangement for the conduct of the accountant's office can be made, furnishing that individual with such a certificate relative to his qualifications as may assist him in procuring a situation elsewhere.

I take this opportunity of expressing the opinion, that it must be a very exceptional case indeed in which we should constrain a political officer, in high and confidential employ, to depend on the services of any agent whom he may deem untrustworthy. With reference to his 8th para., Major Lang should be instructed that we do not desire any departure from the course of procedure usually followed by him in such matters, nor do we wish him to do that which "will produce the worst possible effect in this (the Kattywar) province;" that he is at liberty to give back the chain to the party he may consider entitled to it, but that we object most strongly to his placing Rugonath Rao in a position in which he will, if guilty of what Major Lang suspects, have but the alternative of criminating himself or of committing perjury.

With reference to the closing (15th) para. of Major Lang's letter, I would request that officer to inform us how much of the substance of our secretary's letter therein alluded to became known from any other source than his own office.

As the private interests of individuals may be seriously compromised by his reply, we beg he will be good enough to distinguish between what it is within the bounds of possibility might have transpired from his office, and what could only have been communicated from Bombay; until we shall receive Major Lang's reply, it will be impossible for us to form a decided opinion as to whether any betrayal of confidence is or is not to be attributed to any individuals serving in the Political Department. At the same time, and with reference to the memorandum of

Charges against Rughoonath Rao Ragoba.

of the chief secretary, I would have it understood, that it is not the duty of the Governor in Council to regulate the internal economy or discipline of the office of which the chief secretary is the head.

Responsible for the conduct of his own branch of the secretariate, each secretary should dismiss those he deems unworthy of confidence, and such individuals, if they conceive themselves unjustly treated, can appeal to Government. I am, I confess, heartily tired of having had so often to interfere in matters which I do not conceive to be within the province of governor, because I do not think that a secretary should require the special support and sanction of higher authority to enable him to perform the ordinary duties entailed by his important position.

(signed) *Falkland.*

31 July 1852.

MINUTE by the Honourable Mr. *Blane.*

I CONCUR in the Right honourable President's proposals in regard to Rugonathrow Ragoba.

2. Adverting to the Chief Secretary's memorandum, I was myself under the impression that the authority of Government is required by regulation for the dismissal of native officers on receipt of salaries amounting to 30 rupees per mensem. This I find is erroneous; Regulation XVI., section 9, relates only to the establishment of collectors, and by that enactment a report of the circumstances is only declared to be necessary. There is, however, I think, some Government circular on the subject, and in practice it has been usual for Government to intimate their confirmation of such dismissals.

3. Not being matter of regulation, the extension of the rule to the secretariate may, I concur in thinking, be regarded as uncalled for; and Mr. Malet should understand for the future that no reference for the instructions of Government on such occasions is held to be requisite.

(signed) *D. A. Blane.*

3 August 1852.

MINUTE by the Honourable Mr. *Bell.*

THERE is a general order, dated the 21st July 1828, directing that all appointments to, and dismissal from office, when the salary exceeds 30 rupees per mensem, are to be reported to Government.

There are also two subsequent circulars on this subject, dated 29th December 1842, and the 21st February 1843. I see no reason why there should be any exception in favour of the Secretariate.

(signed) *A. Bell.*

3 August 1852.

Seen.

(signed) *Falkland.*

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane.*

I CONCLUDE that my minute of the 31st July, concurred in by the Honourable Mr. Blane may now be acted on; orders in accordance with it should be issued without delay.

11 August 1852.

(signed) *Falkland.*
D. A. Blane.

Seen.

(signed) *A. Bell.*

Charges against Rughoonath Rao Ragoba.

No. 3576 of 1852.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Political Department.

Sir,

1. I am directed by the Right honourable the Governor in Council to acknowledge the receipt of your letters Nos. 113 and 116, dated the 24th June and the 3d ultimo, relative to the case of Raghoonath Rao Raghoba, head accountant in the Katteewar Agency.

2. In reply, I am desired to inform you that the opinion of Government, communicated to you in Mr. Secretary Goldsmid's letter, No. 2582, dated the 8th June last, relative to the mode in which your assistant, Captain Barr, conducted the inquiry in this case, as also with regard to the insufficiency of the evidence brought forward against Raghoonath Rao to establish the guilt of that individual with respect to the affairs of which he was accused, remains unaltered.

3. I am also desired to state that his Lordship in Council does not consider that Raghoonath Rao in his petition to Government sets up a different defence from that he offered on the investigation, but that he merely shows what he deems to be the most unfavourable interpretation that the evidence produced against him could be made to bear; still it is far from the desire of Government that a subordinate believed to be so prone to intrigue by his official superiors as Raghoonath Rao is believed to be by you, should continue to hold employment in a political office in a province where so many facilities for improper intermeddling exist.

4. The Right honourable the Governor in Council considers your high character and official experience to be a sufficient guarantee that you have not formed your estimate of Raghoonath Rao's propensities without just grounds, and accordingly desires me to request that you will require that individual to vacate his appointment as soon as the necessary arrangement for the conduct of the duties of the accountant's office can be made, furnishing him with such a certificate relative to his qualifications as may assist him in procuring a situation elsewhere.

5. With reference to the 8th para. of your letter, I am to inform you that his Lordship in Council does not desire any departure from the course of procedure usually followed by you in such matters, nor does Government wish you to do that which "will produce the worst possible effect in this (the Katteewar) province," and that you are therefore at liberty to give back the chain to the party you may consider entitled to it; but that Government objects most strongly to your placing Raghoonath Rao in a position in which he will, if guilty of what you suspect, have but the alternative of criminating himself or of committing perjury.

6. Adverting to the closing para. of your letter, I am instructed to request that you will state, for the information of Government, how much of the substance of Mr. Goldsmid's letter above quoted became known from any other source than your own office. As the private interests of individuals may be seriously compromised by your reply, his Lordship in Council requests that you will be good enough to distinguish between what it is within the bounds of possibility might have transpired from your office, and what could only have been communicated from Bombay.

I have, &c.

Bombay Castle, 17 August 1852. (signed) *A. Malet*,
Chief Secretary.

Government,

Charges against Rughoonath Rao Ragoba.

Government, No. 150.—General, No. 357 of 1852.—Political Department.

From the Political Agent in Kattiawar, to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

In acknowledging the receipt of your letter of the 17th instant, No. 3576, regarding the charges against Rugonath Rao Ragoba, head accountant of this Agency, and containing instructions for finally disposing of the case, I have the honour to inform you that Government may rest fully satisfied that the account I was obliged to give of this individual's proneness to intriguing, in reply to his most gratuitous and improper accusations of his fellow-servants in general, was more than borne out by different circumstances which have from time to time come to my knowledge from so many sources as to place their truth altogether beyond a doubt, and I might have added, that the sweeping general accusations contained in several of the anonymous petitions which have been presented during the last few years against the Government subordinates in this province, are so much akin to the charges made by Rugonath Rao in his late petition to Government against the whole of his fellow-servants in this Agency, as to warrant strong suspicion that he had, as has been more that once stated against him, some hand in getting up the anonymous petitions in question.

2. Still as no proof whatever has been forthcoming of this, and as Government continues of opinion that there are not sufficient grounds for considering that he has been guilty of the still graver accusations preferred against him by Bhutoor Veneeram, I should be sorry to punish him so severely as is now sanctioned, for his intermeddling propensities alone, seriously as I have warned him on several occasions against their indulgence; and it also appears to me that any certificate I could with propriety give him would require some allusion to the cause of his leaving this Agency, which, however generally expressed, might rather interfere with his prospects of getting employment elsewhere. I hope I shall therefore sufficiently meet the wishes of Government by exacting from him a distinct promise to refrain from all interference in the affairs of the province for the future, and from every kind of intriguing with the karbarees, wukeels, or other agents of the different talookas, and by publishing a shera setting forth the serious notice Government was prepared to take of such intermeddling propensities in the subordinate servants employed by it in Kattiawar, and warning not only all such, but also the agents and wukeels of the chiefs and others, against any such intriguing for the future.

3. I have accordingly taken upon myself to do this, subject to the confirmation of the Honourable Board, and on receiving the written promise I required from Rugonath Rao, restored to him his duties as accountant, but without attaching to them the superintendence of Mohsuls, both on account of the improper use which was made of the services of the Mohsul peon, Esoo, on the late occasion, and owing to the inconvenience I have often experienced when out in the districts from not having one of the clerks present with myself entrusted with that duty. I propose, therefore, with the concurrence of Government, to place Girdhur Laul Oolutram in superintending charge of the Mohsulee Department from the 1st proximo, he being exceedingly well qualified for the duty, and fully entitled to the small additional remuneration of 25 rupees per mensem which it will give him.

4. This will take from the head accountant all control over the Mohsul peons, and all responsibility for the different returns required in that department; but as the accounts will still remain in his hands, and I intend to require him and the treasurer, in conjunction, to take the recovery of the large outstanding balances, both of the Government share of Suwar Mohsulee and of the Pala Mohsulee dues, more immediately in hand, I hope hereafter to get Government to sanction an allowance of 25 rupees per mensem to each of them on this account from the 1st proximo, provided they perform the duty as efficiently as I expect, and provided also, in Rugonath's case, that in other respects he acts up to the promise which he has now given me. Some arrangement of this kind is very necessary as an additional check against the accumulation of these arrears of Mohsulee, which I lately found to be due in many cases for several years before I took charge of this Agency; the chiefs almost

almost always delaying, if they can, to pay the Government share of Mohsulee, in the hope of ultimate remission, which should never be granted, however, after the amount has been entered for collection in the Mohsulee returns furnished to Government. On this subject, however, I shall report at greater length hereafter.

5. With reference to the concluding paragraph of your letter, I beg to state that the acquittal of Rugonath Rao of the several charges against him was all that I am aware of having been known at Rajcote, prior to the receipt of Mr. Secretary Goldsmid's letter of the 8th June last in this office. I took care to make sure from Captain Barr, who opened the letter first at Rajcote, and enclosed it carefully to me at Joonaghur, that the information I mentioned could not possibly have been obtained from it, before I made the statement contained in the concluding paragraph of my letter of the 24th June last on this subject. I have now made all the further inquiries in my power to endeavour to ascertain when this information was received at Rajcote, and from whom it emanated here, but I can get nothing better than the recollection of one of our eldest and steadiest carcoons, that he heard it first from Rugonath Rao's brother, and afterwards from himself, about three or four days before the Government letter could have reached Rajcote. Neither of them mentioned from whence they had received the information, and the latter asked whether anything had reached the office on the subject. To fix the date more correctly I endeavoured to get a sight of the circumstance in writing, in some of the letters which must have passed at the time between Joonaghur, where I was myself, and Rajcote, but none of these could be produced. Two letters from Ahmedabad, however, have been shown to me, the one dated 2d June, mentioning as a report that Rugonath Rao was to be reinstated, and asking whether it was true; and the other, dated 10th June, stating that he had been so, as had also Motee Govind (the dufturdar of Kaira). Rugonath Rao himself denies having heard anything of his acquittal till he saw it mentioned in a Bombay newspaper, soon after which it was confirmed by a note from Captain Barr, under date the 1st July. The Government letter on the subject, I beg to add, reached me at Joonaghur on the 15th of June.

I have, &c.
(signed) *W. Lang*,
Political Agent.

Kattiawar Political Agency,
Rajcote, 28 August 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell*.

MAJOR LANG to be informed that we shall not interfere with what he has done, although he had our authority to dismiss Rugonath Rao.

We intended that Rugonath's high qualifications as an accountant should be stated in the certificate, but of course expected that the reasons for his dismissal should be inserted in it.

We may approve of the change Major Lang has made regarding Mohussils; Major Lang may be told that when we receive the proposal adverted to in his fourth paragraph, it shall be duly considered, but that we certainly do not deem the present to be a fitting time for increasing the emoluments of Rugonath Rao.

The vagueness of the information as to the mode in which, or the channel through which, the rumour of the acquittal of Rugonath became spread, does not appear to me by any means to establish the fact that a breach of confidence was committed in the office of the Chief Secretary. I have already stated, however, that the discipline of his office rests entirely with Mr. Malet.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

18 September 1852.

Charges against Rughoonath Rao Ragoba.

No. 4205 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed to acknowledge the receipt of your letter No. 150, dated the 28th ultimo, and to inform you that you had received authority from Government to dismiss Rughoonath Rao Ragoba from his present appointment in your office, but that the Right honourable the Governor in Council will not interfere with your proceedings now reported.

2. Referring to the latter part of the 4th paragraph of my letter to your address, No. 3576, dated the 17th ultimo, I am to inform you that had you acted on the above authority, his Lordship in Council intended that while Rughoonath's high qualifications as an accountant should be stated in the certificate to be given him on his removal from your office, the reasons for his dismissal should at the same time be stated.

3. The Right honourable the Governor in Council approves the change you have made regarding Mohsuls, reported in the 3d paragraph of your letter.

4. When the proposal adverted to in the 4th paragragh of your letter is received by Government, it will be considered; but I am to remark, that his Lordship in Council does not deem the present a fitting period for any increase being made to the emoluments of Rughoonath Rao Ragoba.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 28 September 1852.

Government, No. 153.—General, No. 365 of 1852.

From the Political Agent in Katteewar to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Political Department.

Sir,

WITH reference to my letter of the 28th ultimo, reporting the restoration to his duties of the head accountant of this office, I have the honour to inform you that the pay of that individual from the 10th March last, when he was suspended from his duties, has remained in deposit, amounting to *Rs.* 846. 12. 5, together with his allowance as superintendent of Mohsuls, aggregating *Rs.* 141. 2. more, and making in all *Rs.* 987. 14. 5. The duty in the meantime has been performed by the assistant accountant, and a relation of one of my other writers, who has for some time been doing any extra work there may be in the office, in the hope of succeeding eventually to some vacancy.

2. Rugonath Rao having been acquitted by Government of the whole of the charges against him, I conclude that it will be desired, if possible, that he should receive the full amount of arrears shown above to have accumulated during the period of his suspension, and if Government will sanction, as a special case, an allowance of 50 rupees per month in addition to his own pay to the assistant accountant, and of 20 rupees a month to the other writer, it would enable me to pay the head accountant the whole of his arrears without any injustice to either of them. I beg, at the same time, to forward a memorandum of the amount I was obliged last year to cut from the pay of the accountant and another of my writers on account of their having overstayed their leave, and if there be any objection to sanction the special allowance now solicited, and Government would allow me to draw the amount shown in this memorandum to have been credited to Government last year from the pay of this part of my establishment, it would enable me fully to remunerate the parties who acted in the account department on the present occasion, and to make

Charges against Rughoonath Rao Ragoba.

make good to the head accountant the full amount of his arrears, without any extra charge to Government beyond the amount of the refund of the salaries, and portions thereof credited last year.

I have, &c.

Kattiawar Political Agency, Rajcote,
1 September 1852.

(signed) *W. Lang*,
Political Agent.

MEMORANDUM of the Amount cut from the Pay of the Head Accountant, and another Writer of this Agency, for their having overstayed their Leave.

	Co.'s Rs.	*a.*	*p.*	*Co.'s Rs.*	*a.*	*p.*
Rugonath Ragoba:						
From 13th March to 12th April, half-pay, credited in the cash account for May 1851	75	–	–			
From 13th to 30th April 1851, full pay - - ditto	90	–	–			
For the month of May 1851, deduction made from the abstract for a full month	150	–	–			
From 1st to 13th June 1851 - - ditto	65	–	–	380	–	–
From 13th March to 12th April 1851, half-pay as Mohsullee superintendent	10	–	–			
From 13th to 30th April 1851, full pay - ditto	12	10	8	22	10	8
For the month of May 1851, full pay as Mohsullee superintendent	20	–	–			
From 1st to 3d June 1851, at 20 rupees per month	2	–	–			
From 4th to 13th June 1851, at 25 rupees per month	8	5	4	30	5	4
Rs.				433	–	–
Mr. S. D. Mendoza:						
From 1st April to 8th May 1851, deduction made from the Abstract				28	4	10
TOTAL - - *Co.'s Rs.*				461	4	10

Kattiawar Political Agency, Rajcote,
1 September 1852.

(signed) *W. Lang*,
Political Agent.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*.

THE Political Agent should be referred to the Government Notification, dated the 22d December 1843, prescribing the rule to be adopted with reference to the salaries of the native servants of Government when under suspension, pending an investigation into their official conduct. The first of these rules is as follows: "When a native servant is suspended, his salary shall cease from the date of suspension, and if restored to the situation which he held, he shall receive that portion of his salary which may remain after the payment of the expense of providing for the performance of the duties of his office."

2. The Political Agent should be directed to follow this rule in the present case.

(signed) *Falkland.*
D. A. Blane.

2 October 1852.

Charges against Rughoonath Rao Ragoba.

MINUTE by the Honourable Mr. *Bell.*

RUGOONATH RAGOBA having been acquitted of the charges preferred against him, is, in my opinion, as a special case, under clause 3 of the printed Notification, dated 22d December 1843, entitled to his full pay for the time he remained under suspension.

6 October 1852. (signed) *A. Bell.*

Seen.

13 October 1852. (signed) *Falkland.*
D. A. Blane.

No. 4547 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Major *W. Lang*, Political Agent in Katteewar.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, with enclosure, dated the 1st ultimo, No. 153, and to refer you to the Government Notification, dated the 22d December 1843, prescribing the rules to be adopted with reference to the salaries of the native servants of Government when under suspension pending an investigation into their official conduct; the first rule being as follows: "When a native servant is suspended, his salary shall cease from the date of suspension, and if restored to the situation which he held, he shall receive that portion of his salary which may remain after the payment of the expense of providing for the performance of the duties of his office."

2. His Lordship in Council directs that you will follow the above rule in the case of your head accountant, Rughoonath Rao Ragoba.

I have, &c.

Bombay Castle, 20 October 1852. (signed) *A. Malet,*
Chief Secretary.

NOTIFICATION.

General Department.

THE Honourable the Governor in Council is pleased to establish the following rules in regard to the salaries of native officers, of whatever department, while under suspension, pending investigation into their official conduct.

1st. When a native servant is suspended, his salary shall cease from the date of suspension, and if restored to the situation which he held, he shall receive that portion of his salary which may remain after the payment of the expense of providing for the performance of the duties of his office.

2d. When a native servant is suspended, and, though allowed to return to the service of Government, is not restored to his previous situation, he shall be entitled to no salary for the time he was under suspension.

3d. When a native servant having been suspended, is restored to his situation, and his innocence of the charge against him shall be fully and entirely established, so as to admit of no doubt, the case must be referred to Government, in order that, if Government see fit, his full salary, or a larger portion of it than would be left to him under Rule 1, may be admitted to him as a special case.

4th. Servants

4th. Servants acting for servants under suspension shall receive acting allowances, as in the case of those acting for servants on leave.

5th. In laying down these rules, Government reserves to itself the right of deciding as it may deem fit on any particular case.

By order of the Honourable the Governor in Council.

(signed) *W. Escombe,*
Secretary to Government.

Bombay Castle, 22 December 1843.

Extract Bombay Political Consultation, October 1852.

Government, No. 162 of 1852.—General, No. 393.—Political Department.

No. 8043.

From the Political Agent in Katteewar to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. WITH reference to my letters of the 20th September and 30th October last, regarding two petitions sent to Government in the name of Bhutoor Veneeram, and to your replies of the 4th and 20th November following, I have the honour to inform you that a Deccanee carcoon of the name of Appa Mookund has lately come forward on promise of pardon for the part he himself took in writing these petitions, with an offer to prove the parties concerned in getting them up, and has produced a scrap of paper containing several lines in the handwriting of one of the wukeels of this agency, named Wora Khetsee Ghela, which he states to be part of the original draft of the first of these petitions, and which corresponds *verbatim* with part of the 12th paragraph of it. The wukeel denies it to be in his handwriting, and points out one or two letters in it which are never used by Guzerattee writers, but very often by Mahrattas, as a proof that it is a forgery by some Deccanees to resemble his handwriting. I have adopted every means in my power correctly to test the writing, and consider it proved beyond a doubt that it is that of the wukeel, and that the Deccanee letters and forms of expression which will be found to abound in the petition, have been purposely introduced into it as a blind. The informer further states that he wrote the petition in the name of Luckmeechund Laulchund, which was forwarded for report with Mr. Secretary Goldsmid's letter of the 18th May 1850, and that the same parties were concerned in getting up all three, but there is no other proof of this than the connexion which exists between them in the reference made in the one to the other; and there is no doubt that the informer is concealing the names of some of the parties who were concerned with them, so that his evidence is only to be depended upon when it is supported by other corroborating circumstances.

2. The petition, in the framing of which I consider that Kheta Wora can be proved to have had a hand, contains, besides other calumnies, an insinuation of foul means having been resorted to for the purpose of killing the late young Nuwab of Joonaghur, and an accusation of the plunder of the Joonaghur Treasury when he died. These charges are abominably malicious, for, to the best of my belief, there was not even a rumour of either in this province at the time of the Nuwab's death, and the Joonaghur karbaree deserved, on the contrary, the greatest credit for the very efficient and successful measures he adopted for the protection of the Treasury on that occasion. Government has moreover been troubled so frequently of late years with anonymous petitions of this description, that it will probably be considered advisable to try the present case before the Political Agent's Court of Criminal Justice for Kattywar, and I have therefore placed the wukeel in confinement in the Treasury Guard, pending the termination of the preliminary investigation which my assistant, Mr. Nicholson, is making on the subject, when he shall be released on the necessary security, to be produced for trial if required. If, however, it be decided on disposing of the case without any more formal trial, the result of the

Charges against Rughoonath Ráo Ragoba.

the present investigation shall be submitted after I have been favoured with your reply, and I can then acquaint you with my opinion of the measures which should be taken to put some check on such nefarious practices.

3. I regret to inform you that, on being questioned, amongst a number of other persons, about the handwriting on the scrap of paper produced by the informer, two of the carcoons on my establishment denied all knowledge of it. One of these, Mehta Naka Wujeram, has long been employed as Captain Barr's sheristedar, and has frequently, that officer informs me, pointed out the wukeel Kheta Wora's handwriting to him in different letters and petitions about which he has been questioned. There can be no doubt, therefore, but that he knows it well; but the accused is an intimate friend of his, which (if no worse reason existed) appears to have made him wilfully conceal the information he could have given regarding it. I consider this so exceedingly untrustworthy in a man in the responsible situation he occupies, and likely, unless severely noticed, to have such a pernicious effect as an example to others, that I am humbly of opinion that dismissal would not be too severe a punishment for the offence he has committed, but I hope six months' suspension from his duty will be a sufficient warning in this case; and I beg, therefore, to recommend that this punishment be awarded to Naka Wujeram on the conviction of the wukeel of having written the scrap in question, and in the meantime he shall be employed in the kucherry in a less responsible situation than the one he now occupies. The other carcoon, Moolsunker Hurnarain, has not had equal opportunities of knowing the handwriting of the different wukeels employed under this agency, but I consider it next to impossible that he either could have been ignorant of it, and if he was, the stupidity thus displayed would deserve the fine of a month's pay, which is all I would propose to visit him with, as a warning to all others of his class of the obligation they are under to speak the honest truth when questioned by their official superiors on any such points.

4. The informer in this case was brought to me by Bhugwan Laul Mudunjee, formerly native agent in this province, who was dismissed from the service of Government in December 1847, and declared incapable of further employment under it, for having received two presents from the Rajcote Durbar, one of them subsequent to the promulgation of an order by Government prohibiting the interchange of presents by Government servants altogether. Notice was subsequently taken in your letter of the 30th November 1848 of Bhugwan Laul's asserted employment by his Highness the Nuwab of Joonaghur, to which I replied in my letter of the 15th January following, No. 9, and the interdict to his employment by the Nuwab was temporarily withdrawn in consequence of your subsequent communication of the 25th of the same month, No. 373. Nothing further having since been proved against the late native agent, I hope I may be permitted to inform him, in consideration of the good service he has rendered on the present occasion, that Government will not object to his employment by any of the chiefs in this province who may at any time be willing to give him service. Instead of entering into intrigues himself, which I have never heard even insinuated against him, it shows much right feeling in Bhugwan Laul coming forward to assist in exposing such malpractices, and from all I have since heard, I believe the account given in my letter of the 15th January 1849, of the estimation in which Bhugwan Laul is held by his fellow-countrymen generally, and of his endeavours to retrieve the fault he committed whilst in our service, to be perfectly correct.

5. As the original petitions Kheta Wora is accused of having had a hand in framing will be required in whatever further investigation Government may direct to be held on the subject, I shall feel obliged by your sending them to me. They were returned to Government, I beg to inform you, with Captain Aston's and my letters, dated respectively the 10th June 1850 and the 10th April last.

I have, &c.
(signed) *Wm. Lang*,
Political Agent.

Katteewar Political Agency, Rajcote,
18 September 1852.

Charges against Rughoonath Rao Ragoba.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell.*

No. 8044.

THE charge of writing an anonymous petition does not appear to me to be one to be tried before the Kattywar Criminal Court; but if Major Lang, to whom the original petitions should be sent, be satisfied that the wakeel was the author, he should be prohibited from transacting business in any way with the Government establishments.

With respect to Bhugwanlall, the prohibition against employment under Joonaghur was temporarily withdrawn in the Government letter No. 373, date 25th July 1849; and as he continues to endeavour to merit forgiveness, that indulgence already conceded may be continued; but beyond this the service now reported does not seem to call for any greater recognition.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

2 October 1852.

No. 4425 of 1852.

No. 8045.

From *A. Malet,* Esq., Chief Secretary to Government, Bombay, to Major *William Lang,* Political Agent in Kattewar.

Sir,

1. I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 162, dated the 18th ultimo, relative to two petitions sent to Government in the name of Bhutoor Veneeram, and one in that of Luckmeechund Lalchund.

2. In reply, I am desired to state, that the charge of writing an anonymous petition does not appear to his Lordship in Council to be one to be tried before the Katteewar Court of Criminal Justice; but that should you be satisfied, for which purpose the original petitions applied for by you are herewith enclosed, that the wakeel, Wora Khetsee Ghela, was its author, he should be prohibited from transacting business in any way with the Government establishments.

3. With respect to Bhugwanlal, I am instructed to observe that the prohibition against his employment under Joonaghur was temporarily withdrawn in my letter No. 373, dated the 25th July 1849, and that as he continues to endeavour to merit forgiveness, his Lordship in Council authorises the indulgence already conceded being continued; but that beyond this, the service on his part now brought to notice does not seem to call for any greater recognition.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 11 October 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Case of Heeralal Govindhun, Foujdar of Ahmedabad.

Case of Heeralal Govindhun, Foujdar of Ahmedabad.

EXTRACT Paras. 22 to 26 of the Judicial Despatch from the Bombay Government to the Honourable the Court of Directors; dated 15th November 1851, No. 63.

Malversation:
Case of Heeralal Goverdhun, Foujdar of Ahmedabad.
Judicial Cons. 1850:
6th March, No. 1995 D./I.
13th April, No. 3122/23.
Judicial Cons. 1851:
12th March, No. 1355/61.
7th May, No. 3556/58.
12th March, No. 1545/53.

22. THE proceedings quoted in the margin relate to the case of Heeralal Goverdhun, late foujdar of Ahmedabad. This individual was committed to the Session Court on three separate charges of bribery; of these cases, two resulted in the conviction of the prisoner, and in the third case he was acquitted; the convictions in the first two cases also were subsequently reversed; but, on a careful consideration of the circumstances which transpired on the trial, and of other matters which were afterwards brought to our notice, we were of opinion that Heeralal could not with propriety be retained in the public service, and he was accordingly removed from his appointment.

23. In the preliminary investigation of this case the magistrate considered it expedient to remove the prisoner to a distant part of the zillah, and to take evidence in the absence of the accused. In defence of the course pursued by him, Mr. Bettington has observed that the influence and power of the foujdar were such, that the proofs of his guilt would have been certainly destroyed if he had been allowed to remain at Ahmedabad. We were not prepared to admit that so unusual a procedure was requisite for eliciting the truth; but whether this measure be justifiable or otherwise, we conceive that the magistrate was bound, on Heeralal's arrest, to go through the case magisterially in the prisoner's presence, in conformity with the regulations, and we regret that this course was not adopted.

24. An intimation to the above effect has been made to Mr. Bettington; we have also informed that gentleman, for his future guidance, that preliminary inquiries in the absence of the accused party, when necessary, should be conducted after the mode followed by an attorney conducting a prosecution in England, and not in the regular form of a deposition on oath, which should never be administered except in the prisoner's presence.

25. Mr. Bettington has been further informed, that though we do not in all respects approve of his proceedings as above reported, we are satisfied that he has acted with becoming zeal in his endeavours to put an end to a system of extortion, of the existence of which he had satisfied himself.

26. Our colleague, the Honourable Mr. Blane, was of a different opinion; Mr. Bettington, he thought, had displayed a great want of discretion, and that his proceedings were but little commendable in any view.

EXTRACT Judicial Letter to Bombay, dated 4 August (No. 4) 1852.

Letter, dated 15 November (No. 63) 1851.
(22 & 26.) Case of Heeralal Govindhur, late Foujdar of Ahmedabad, tried for extortion. Irregular proceedings of Mr. Bettington in the preliminar investigation.

37. WE concur in the observations which you caused to be communicated to Mr. Bettington on his irregular proceedings in this case; we join with you, however, in giving him credit for having been actuated by an earnest desire to put down a system of corruption which he believed to have been practised by the foujdar, and we think that you decided properly that, although the conviction of the prisoner was reversed by the Sudder Foujdarry Adawlut, he should not be allowed to resume his office.

Case of Heeralal Govindhun, Foujdar of Ahmedabad.

Extract from the Proceedings of Government in the Judicial Department.

No. 13.

Jud. Cons. 1850.
6 March.
No. 1995 D.

From the Magistrate of Ahmedabad.

Sir,

I HAVE the honour to forward copy of a letter which I have this day addressed, No. 12 of 1850, to the registrar of the Sudder Adawlut, for the reasons therein explained, para. 40.

I have, &c.
(signed) *Alb. Bettington*,
Magistrate.

Camp, Morasa, 24 January 1850.

No. 12 of 1850.—Judicial Department.

No. 1995 E.

From *Alb. Bettington*, Esq., Magistrate of Ahmedabad, to *W. H. Harrison*, Esq., Acting Registrar to the Sudder Foujdaree Adawlut, Bombay.

Sir,

CERTAIN matters of grave moment and of the first importance to the interest of Government and the people as connected with the administration of the criminal law in this country have forced themselves on my notice, and it has been an occasion of doubt and perplexity to me how and in what manner to convey the opinions I consider it my duty to express, with the view of having them brought under consideration speedily and effectually, and in the manner least open to objection. I request you will do me the favour to submit the following remarks for the consideration of the judges.

2. It appears to me that the officer placed in the responsible charge of a zillah has entrusted to him with this responsibility certain discretionary powers which he must exercise as occasion requires, and that it is no part of his duty to evade that responsibility and continually trouble the Government with references for his guidance, except when specially so directed, or in some matter of moment absolutely beyond his power to dispose of; such a case I have now the honour to submit.

3. On my arrival at Ahmedabad last June, I found certain abuses prevailing of a very gross and serious character, but I consider they could be punished and remedied without troubling the Government with anything more than the result; but the case has become complicated in a manner which makes it absolutely necessary to report the subject in detail for the consideration of the judges, with the view of its being submitted to Government; and this I now do under the firm conviction that it needs the most serious consideration, and involves essential principles of the greatest consequence to the interest of Government.

Heeralal Goverdhun, late Foujdar of Ahmedabad; Jumnadass; Samuldass; late Revenue Sheristedar; Chugunlal Jadowray, late Magisterial Sheristadar; Girdhur Panachund, late Daroga of Stamps.

4. On my arrival, I received from different quarters, not from natives alone, but from gentlemen of the highest character, information which led me to entertain great doubts as to the conduct of the parties named in the margin, who were charged with numerous acts of corruption and abuse of authority, and each day strengthened this impression, till I became satisfied the information was substantially correct, and that a system of the grossest corruption prevailed; it was also apparent that from the influence and talent of the parties, it would be a matter of extreme difficulty to break asunder this chain of villany.

5. It was absolutely necessary to give the people a convincing proof that I was really in earnest, had both the power to give them redress and the will to use it; and further, it was absolutely necessary to take steps to check, though I could not prevent altogether the attempts it was anticipated would be made by collusion and intimidation to suppress evidence.

6. I therefore sent away these people from Ahmedabad to different points of the zillah, and I can state with the most thorough conviction and certainty,

Case of Heeralal Govindhun, Foujdar of Ahmedabad.

that if I had not done so, not one of them would have been brought to justice. I do not give this as my own unsupported opinion, but I can assure the Government there is no European or native at Ahmedabad, conversant with the affair, who does not know that from the influence and power of these people, such must infallibly have been the result.

7. This measure has been much commented on, but I wish to submit not only that it was necessary and expedient, but that there is nothing in law or justice opposed to it. The magistrate in the exercise of the power entrusted to him, and the authority over each and every part of the establishment, is bound to use both ordinary and extraordinary means for the detection and punishment of such grave offenders, when he has sound substantial grounds to believe they have corrupted the administration of the province, as in the present instance, to the very core. He is bound to throw the weight of his authority on the side most needing it. Here "the pressure from without" was against public justice; the influence of the corrupt party was great, that of the oppressed was nil.

8. Tyranny and oppression in every shape I cordially detest, whether under the cloak of the law or without it. The tyranny of a mob is said to be more intolerable than the despotism of the most absolute monarch; so most certainly is the oppression of corruption in a province, a tyranny of the most grievous character, and its correction and prevention would justify measures of great severity; but the sending away from the scene of their iniquities four dishonest servants, to prevent their destroying the proofs of their guilt, I would submit, was a measure essential and necessary, though it has been represented both in the public papers and elsewhere, both in anticipation of the trials and since, as one of unnecessary severity. The judges also expressed a similar opinion, but I trust that now (for it is not till now that I have requested to be heard in court) the explanations offered will show, if the remedy was unusual, the disease was deadly.

9. The court have also passed a censure, because evidence was taken in the absence of the accused, and have ruled, that the doing so "is fatal to conviction." This is one of the points which I wish specially to draw under observation. I do most earnestly protest against this rule under the firm conviction that if maintained, it will prove fatal to the administration of justice in this country. Preliminary investigations are the vital principle of every judicial inquiry; they are recognised by law and practice in every country, and without them, by collusion, by corruption, by the intimidation of witnesses, no influential offender would ever be brought to justice; it would never be ruled in England, because a magistrate at Bow-street had taken evidence on oath, that such evidence in the subsequent trial at the Criminal Courts, or the Sessions, would not be received, or received with distrust.

10. I beg to be excused observing, that all that justice requires, and all that the law, as far as I have experience has hitherto required in this country, is, that the prisoner should be confronted with his accusers; hear each and every part of the evidence against him on his trial; have, further, every opportunity and advantage to cross-examine every witness at his trial, and every facility given to make his defence.

11. But supposing all these essentials fairly observed; can it be considered that such trial is not a fair trial because there have been preliminary investigations; and that witnesses have been examined, and explained an oath, to prevent the loss of their evidence by corrupt influence employed *ad interim*?

Sec. 39 of Reg. XIII. of 1827, both in spirit and wording, appears to refer as clearly to preliminary investigations as Sec. 38 (Clause 2 in particular) refers to the actual trial.

12. On the subject of preliminary investigations, Sir Lawrence Peel observes, p. 2, Report, L. C., 1848, "that it is a fallacy to treat the preliminary proceedings of requisition as the beginning of the judicial investigation, meaning thereby the trial." Again, "the preliminary proceedings are, in fact, distinct proceedings in furtherance of the prosecution." I beg to submit, therefore, that any evidence so taken in a preliminary inquiry, if produced afterwards in court, together with the party giving it, confronting the prisoner, the judicial inquiry must then be considered to commence, and the evidence being read over and sworn to, and the prisoner or his vakeel allowed full liberty to cross-examine the witness thereon, the evidence is good evidence. The writing down the words over again by

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by the magistrate who has taken the deposition appears to be useless, a form involving great delay, and surely surperfluous, for it is to be remembered that the whole evidence is always again taken *de novo* by the Session Court.

13. In the interest of public justice such evidence cannot be rejected, and it appears quite evident, that to elicit the truth in working out the several clues and peculiar features of a case in a preliminary investigation, is as much to the advantage of the innocent as it is to the disadvantage of the guilty. Some remark has been made about evidence "cut and dried;" but is not evidence in an English court "cut and dried?" that is to say, the bearing and character of primary evidence is known and determined beforehand; public justice is protected by the fact, that it is not possible to "cut and dry" a cross-examination; and the more the essential points of a case, obtained in a preliminary investigation, are subsequently tossed about on the trial, the better, only they are not to be rejected, except on their inherent merits, or rather demerits.

14. It is found at the present day, even in England, where the feeling is with the law, and men willingly come forward to aid the capture and conviction of a criminal in a manner that has no parallel (at all events neither in this country nor in Ireland); it is found that legal refinements are productive of much hindrance, and are sometimes positively destructive to substantial justice; and it is believed that some of the greatest lawyers of the day have expressed very strong opinions on the subject; in effect, that legal refinements produce worse evils than those they are intended to cure or prevent; and others, not without strong grounds, have declared that trial by jury, however excellent in theory, in present every-day practice is a mischievous fallacy.

15. By legal refinements and subtle distinctions, by peculiar modes of recording evidence, and over-anxiety for great precision in detail, and sufficient weight, perhaps, not given to the opinion and decision of the judge, who has tried the case with the advantage of local knowledge and oral examination of the witnesses, almost any imaginable decision may be reversed in appeal.

16. I beg to be allowed to observe, that according to the present system appeals are brought before the Sudder Adawlut under very serious disadvantages, with advocates retained to point out (and in the interest of their client as in every court), to enlarge and insist upon every defect in the chain of evidence, real or imaginary; while, on the other hand, there is no pleader on the part of Government or the lower court to defend the decision, to reduce the said objection and supposed defects to their real dimensions, and to draw the attention of the judges to and urge the vital importance of critical points on which the decision of the lower court has been based, and to show, further, why that decision ought to be supported.

17. An attempt has been made to throw discredit on my proceedings in regard to the criminals before mentioned, alleging that there was a conspiracy against the accused. But people, however malignant, cannot conspire to the intent that a man who, in the year 1837, ran away from the country, unable to pay his debts, and was subsequently a police spy in Bombay, and concerned, to say the least, in a very questionable manner with the affair of the Bunder gang, and that of Dhackjee Dadajee, and who subsequently, in 1845, was appointed foujdar of Ahmedabad on a salary of (93½ rupees) ninety-three and half rupees a month, and who has since lived in a manner of great extravagance, notorious to the whole city; this man, formerly bankrupt, has now one house estimated worth not less than (7,000 rupees) seven thousand rupees, and has since built himself a palace (haveli), the like of which is not possessed by any but affluent bankers, and who is also possessed of money and jewels to a considerable amount. These are not ends which adversaries conspire to effect, nor to be accounted for by a conspiracy; the facts are undenied and undeniable. Furthermore, his name appears in the books of (37) thirty-seven different merchants and bankers connected with the receipt of money which is traced to corrupt transactions.

18. Again, the late revenue sheristadar, Jumnadass Samuldass, is notoriously a man of great wealth, part of which he inherited from his father, Samuldass, who was (5) five years in the gaol of this place, convicted of gross frauds in his employ at the mint. The salary of Jumnadass, as revenue sheristadar, was (51½ rupees) fifty-one and half rupees a month, and he also has recently built a

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"haveli" palace of great size, and at a great expense, estimated worth more than (25,000 rupees) twenty-five thousand rupees; his name appears in the books of (5) five persons as connected with corrupt transactions.

19. The late magisterial sheristadar, Chugunlal, is also reputed to have acquired considerable wealth; his name appears in (6) six books; the other parties concerned were of less importance.

N. B.—It is apparent there must be *some defect* in the system, if such criminals as these can escape from punishment.

20. Unless the facts above detailed, which are notorious to the whole city, native and European, can be denied, it is impossible to convert either of these parties into an innocent and injured man, the victim of a conspiracy.

21. It may be fairly said, "it is not sufficient to pronounce *ex cathedrâ* that a certain person has committed an offence, but you must prove it." On the other hand, I submit that it is possible to raise the standard of what is supposed to constitute full judicial proof, so that it may be all but impossible to establish a charge and obtain a conviction; nor is it now, and in this country alone, that this defect is observable, as I have already attempted to show.

22. As regards Jumnadas Samuldass, the translation of a statement which he made before me on the (6th) sixth day of his trial is attached in the Appendix (A).

23. The late foujdar, Heeralal Govurdhun, was committed by me for trial before the Session Judge, was convicted, and sentenced to (5) five years' imprisonment.

24. I will here merely observe, that this sentence has since been reversed by the Court, and the preliminary investigations held by me in regard to (12) twelve other charges of bribery and corruption against the said Heeralal Govurdhun, and for which he has still to answer, have been called for, and sent by order of the Court.

* *See* below.

25. The several charges against the foujdar, Heeralal, as per margin,* were of the gravest character, involving habitual and notorious oppression and corruption; but it should be observed, that in an inquiry like this, with which I have been engaged, it is very certain that a great number of corrupt transactions never came to light in every case in which the party giving a bribe has been satisfied with the result; he has an interest in the concealment of the transaction, and lends his aid and influence to prevent its discovery; so that only the exceptional cases are ever brought to light. Such was the dread the late foujdar inspired from having continued his course of iniquities with impunity for more than three years, that persons even of influence who had suffered from or in some way had become cognisant of his misdeeds, were afraid to appear against him.

26. I cannot better show this than by what occurred in the course of the inquiry. It was conveyed to me circuitously, that if a certain room on a certain story of a certain house were searched, a box would be found containing books of accounts; one of which, with a particular mark, would be found to contain entries of transactions in one of the bribery cases then under inquiry; the party giving the information only stipulating that every appearance of force and compulsion should be used.† This condition was observed, and the result, that no less than 44 such *quasi* seizures were made; among the rest, the books of some men of wealth and influence.

27. There are certain points deserving of notice in this matter. First, the information was only to be obtained from the owner or some one in his confidence.

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* Calendar, No. 149 of 1849: Charged with receiving a bribe of (1,700) seventeen hundred rupees from Muneedhurgopal (convicted). Calendar, No. 150 of 1849: Charged with receiving a bribe of (80) eighty rupees from Petambur Nurbheram, in the case of the murder of the prostitute (kasbun), (convicted). Calendar, No. 151 of 1849: Charged with receiving a bribe of (50) fifty rupees from Lulloo Rajaram, in the case of the murder aforesaid (acquitted).

† I have given one instance precisely as it occurred. There were a number of others, varying only in non-essentials, the information was conveyed indirectly. The conditions already explained were understood and observed, and the result, as noted in the text, was generally successful.

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fidence. Secondly, the mode of giving the information and the conditions with which it was coupled evinced much dread of the party against whom it was to be used. Thirdly, in no one instance was any complaint made of these seizures; and most assuredly there would have been under any other condition of things. And lastly, as regards the validity of these documents, it should be noticed, that they belonged to a number of people of different castes and degrees of wealth and importance, and were all subsequently submitted to a jury composed of the head merchants and bankers of Ahmedabad. Translation of their verdict in detail thereon is annexed in the Appendix (C).

28. In attempting to give certain features of the case unbroken, I have set aside the order in which they took place. The points I wish specially to submit are:

1st. That the Government, through the Court, will be pleased to call for the record of my proceedings pronounced illegal by the Suddur Judges, 24th September 1849, and also those held before the Session Judge in the cases as per margin.* This I beg to say is absolutely necessary to my justification, and to the right understanding the importance of this question.

* *See* below.

2d. That the Government will be pleased to recognize the necessity and validity of preliminary investigations, and that evidence in a preliminary investigation taken on oath is to be considered good and sound, and its substance to be admitted on any subsequent trial before judge or magistrate, the accused having full opportunity to examine the same, and to cross-examine the witness.

3d. That the Government will be pleased on all future occasions in which cases are tried in appeal to direct that counsel, or a law officer of the Government, do attend to defend the decisions, and to combat the objections of the appeal, and to point out the ground on which the judge's or magistrate's conviction is to be supported.

4th. That it be ruled in every case in future, in which a decision is reversed by the Suddur Adawlut, that the Court will favour the judge or magistrate with the grounds of the reversal *in extenso.*

5th. That the Government will be pleased to call upon all the judges and magistrates to report what they consider is the effect in their own opinion, and the opinion of the people in their respective zillahs, of the present system in regard particularly to the facility of appeal in criminal cases and the several points now noticed in this paragraph.

29. I have purposely refrained remarking further as to the detail of evidence in the cases on which the foujdar was tried; the detail will be found in my proceedings and those of the Session Judge, and copy of the Sudder Judge's reasons of reversal are on the Court's record, and were also published in the "Courier" newspaper at the time, at full length.

30. I feel most strongly the importance of this matter, but I want words and power of argument to do justice to it, and I wish the task had fallen to abler hands; it has been delayed also by my absence and by bad health, which made it impossible for me to attend to any business.

31. I am too anxious that the question should be heard and decided on its merits, to complicate it by the introduction of any matter or any expression that might be deemed intemperate or contumacious, and I trust there is nothing that can bear that construction.

32. I conceive that it should be viewed, not as a matter of personal feeling or as affecting individuals, but as a question of grave importance, to be viewed deliberately and without prejudice, to determine whether certain alleged defects in the working of the judicial system do or do not exist, and whether they are of such a nature as to need present attention and remedy.

33. I have

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* Calendar, No. 149 of 1849: Charged with receiving a bribe of (1,700) one thousand and seven hundred rupees from Muneeshur Gopal (convicted). Calendar, No. 150 of 1849: Charged with receiving a bribe of (80) eighty rupees from Petamber Nuibheram, in the case of the murder of the keesbun (prostitute), (convicted). Calendar, No. 151 of 1849: Charged with receiving a bribe of (50) fifty rupees from Geeloo Rajaram, in the case of the murder aforesaid (acquitted).

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33. I have been much perplexed to convey the positive conviction and certainty I feel as to the substantial truth of the facts put forward, but the soundness or otherwise of my views might be tested by comparing them (for men sometimes entertain strange crotchets) with those of others of longer residence in this province. I therefore beg to suggest that the Government be pleased to call upon the gentlemen named in the margin to report, each within his own personal knowledge and observation,—

Mr. Spens, the late Judge; Mr. Morgan, First Assistant Magistrate; Captain Fulljames, Magistrate; Captain Agar, Assistant Magistrate; Mr. Forbes, Assistant Judge; Mr. Davies, Assistant Magistrate.

1st. Generally, what is the effect of the working of the criminal law under the present system of appeals; whether public justice is or is not affected by it, and whether there is or is not a most urgent necessity for an alteration in the system.

2d. Particularly, whether, with regard to Heeralal Goverdhun, late foujdar, Jumnadass Samuldas, late chitnese, Chugunlal Jadowrao, late magistrate's sheristedar, and Girdhur Panachund, late stamp darogah, whether each or either of them (but particularly the two first-named) is reputed "an innocent and oppressed man, the victim of a conspiracy," or whether their crimes, oppressions, and corruptions are not matter of public notoriety.

34. There may be some difference among the opinions entertained by the gentlemen named as to when they heard anything on the subject, and first entertained suspicions, and when these suspicions changed to convictions, or whether they ever so changed.

35. But the point on which I wish the Court and the Government to receive full assurance before deciding this grave question (most momentous as regards future corruptions, its punishment and prevention), is whether there is an officer of any experience between the Mhye and Saburmutty rivers who will hold up his hand and proclaim these people, as they have been represented by their agents, their vakeels, and the press, as the innocent victims to mofussil oppression, or whether the whole country joins in one unanimous verdict of "guilty" against them.

36. The Government have entrusted me with the charge of this province, and I should be fairly responsible, if seeing (or believing I see) a grave defect in the system, I did not report it, and endeavour to obtain a remedy; and I am impressed with a most thorough conviction that the present working of the criminal law is unsuited to this province. I trust, however, it may be remedied, and that the system is susceptible of certain modifications. Should it be ruled to the contrary, I apprehend many grave inconveniences and complications will occur; and ultimately it may need the serious consideration of Government, and perhaps be found necessary to put the country under commission.

37. I believe it is in contemplation to alter the police system, and perhaps the present reference may receive consideration at the same time. I beg to be excused observing, that however desirable it may be to improve the chance of detection and apprehension of offenders, it will avail little if final convictions are endangered by a continuance of the present facilities of appeal.

38. The facilities of appeal that now obtain have no parallel in the judicial system in England; a conviction in one of the criminal courts, or at the sessions or assizes in England is final. These facilities, I beg to urge, should be much limited, and the Court of Appeal should not be considered as, or have the attributes of, a Court of Cassation.

39. It appears as erroneous in theory as it is injurious in practice, that a refinement in judicial process, not required for the most civilised people in the world, should be deemed necessary or desirable in a country like this, where the strong arm of power is needed, and where experience has taught that every departure from the principles of government homogenous to the people (not the abuses, but the essentials) have been attended with signal failure.

40. It will be observed there are certain points I have endeavoured to bring under notice within, and others beyond, the jurisdiction of the court, and it is on others an appeal from the court to the Government; but the whole is so connected, I find it impossible to divide the subject. It is therefore submitted in

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in this form for the consideration of the Court, and I have also forwarded a copy to Government.

I have &c.
(signed) *A. Bettington*, Magistrate.

(True copy.)
(signed) A. Bettington.

Appendix (A).

Statement of the Prisoner *Jumnadass Samuldass*, Dussa Polwar, Bunnee; occupation, Service; aged about 40 Years; Inhabitant of Ahmedabad; given before the Magistrate of Ahmedabad, 13 September 1849.

I beg to represent that the charge against me of receiving a bribe of 133 ½ rupees from Duvi Jugjuvon Dulsookram is now being tried before the Court; in which matter I have no defence to make, and I of my free will request that further investigation into this case may be closed. The witnesses whom I called on my part on the 11th instant are here present, but their evidences need not be taken, nor any questions put to them, as I do not intend to offer any defence; and I beg this Court will take the matter into consideration mercifully, and here decide as it may see fit, but not to send the case to be tried by the Session Court. I request that this Court will take my character into consideration, and give its decision.

Question by the *Court.*] There are other charges against you besides the one under trial, and it would be to your own credit to clear yourself of all the imputations against you; but if all the charges are investigated, and your guilt established, it would be good for the end of justice; therefore what have you to say to this?—*Answer.* Whether your Honor investigate one case and decide on it, or investigate a hundred other cases and decide, all will be the same to me; you are my parent. I have further to say, that during the administration of the late Mr. Jackson there were criminal cases against the then sheristadar, Hurgovind Kewul, more in number, and more substantial proofs of guilt than in my case, notwithstanding which, on his expressing contrition, the Sirkar let him off with only the loss of his situation; therefore your Honor is requested to take the matter into consideration, and to do unto me as may be good for me.

By the *Court.*] You must not think to escape punishment with the loss of situation as the sheristadar you mention did?—I, Jumnadass Samuldass, make answer that I take off my turban before the Court, and with much submission pray that the Sirkar is father and mother, and I am the son of a respectable person; and whatever sentence the Sirkar will pronounce against me, I will submit to it and bear it on my head.

By the *Court.*] You now stand before the Court, and all what you say and the character of your statement is clearly understood by the Court, but justice must be done according to the Regulations, therefore it is essential here to record how this case has been disposed of. The Court here orders you that you are not to imagine you ask for pardon at its suggestion or advice, but that of your own free will ask for it, and that you act with the advice and consent of your vakeels, Veerchund Juwere and Kewul Juwere, who are both here now present in court?—I act on the counsel of these my vakeels, and with my free will.

In Sumvut 1898 (A.D. 1841–42) when the mookhee was appointed to the village of Shikpoor, Khanpoor, you are charged with having taken from the mookhee the sum of 301 rupees (in case No. 210 of the calendar for 1849); this charge of bribery is now pending against you, and which it is the Court's intention to inquire into; what answer do you give to this charge?—I will submit to whatsoever decision the Court will order in one case, and do not wish that other cases should be investigated; I therefore pray that this case may be closed.

There is a Government order not to receive chandla (presents); you have broken through this order and received chandla from Hurrewallal Nagurdas and from Lulloobhoy Jumnadass; this charge is pending against you (as case No. 211 of the calendar for this year), and which it is the intention of this Court to inquire into; what answer have you to give to this charge?—I do not wish either of these charges to be investigated.

(signed) *Jumnadass Samuldass.*

Witness,
Vakeel Kewuldass Juwerdass,
Veerchund Juwerdass,
The Vakeels of Jumnadass.

Before me, this 13th September 1849,

(signed) *A. Bettington*,
Magistrate.

(True translation.)
(signed) A. Bettington, Magistrate.

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Appendix (B.)

Charges against *Heeralal Govurdhun,* late Foujdar of Ahmedabad.

1. Receiving a bribe of 78 rupees from the Company of Grocers (khandwala), by contribution on the trade, on returning their account-books, which had been seized by the foujdar.

2 Receiving bribe of a pair of shawls, valued 250 rupees, from Sankla Dewchund, a clot merchant, for quashing a charge of false imprisonment of his servant.

3. Receiving a bribe of 50 rupees from Borah Sultanjee Noorbhaee, for quashing a charge of receiving stolen property brought against the said Borah.

4. Receiving a bribe of 75 rupees from certain confectioners (kundoees), for allowing them to profit by the difference in price between the old and the newly introduced weights in their retail business.

5. Receiving a quantity of molasses, valued at *Rs.* 102. 15. 3., Company's currency' under intimidation and extortion, from the Company of Molasses (or gole) Merchants.

6. Receiving bricks and mud for building from the koomars (brickmakers), to the value of *Rs.* 375. 4. 2., and paying only 14 rupees, and at the same time exacting a receipt for the full amount under intimidation.

7. Receiving a bribe of 15 rupees (one rupee was received by the Chukladar Mahomud Rusoolkhan) from Pinjara Mahomud Abdul Ruhim, for allowing him to build a house, after first putting a stop to the work.

8. Receiving a bribe of 150 rupees from the koomars for tolerating the nuisance of allowing their asses the free walk of the town, after first pounding them at the several chokees.

9. Receiving a bribe of 110 rupees from Borah Oosmanbhaee Mahomudbhoy, under threat of prosecution for sorcery.

10. Extorting 240,000 tiles, valued at 488 rupees from the Company of Tilemakers, and, under intimidation, exacting a receipt in full of all demands without paying anything.

11. Receiving a bribe of 30 rupees from Ghanjee Juwer Nursee, for being allowed to place a platform in shop in the Dilhi Durwaza Chukla.

12. Receiving chandla of 69 rupees from several individuals (four persons named in the charge), on the occasion of the marriage of his (the late foujdar's) nephew, and on other ceremonies.

(signed) *A. Bettington,* Magistrate.

Appendix (C.)

Translation of the Proceedings of a Punchayet, assembled at the Magistrate's Office, Ahmedabad, composed of the following Members:

Seth Hemabhaee Wukutchund, Seth Oomabhaee, of the Firm of Hutteesing Vesreesing, Seth Mugunbhaee Kurumchund, Seth Jugabhaee Khoosaldass, Seth Jethabhoy Mooljee, all resident of Ahmedabad.

The following question is put to the punchayet, by the magistrate of Ahmedabad:

The city foujdar, Heeralal Gordhun, and Sheristedar Jumnadass Samuldass and Chugunlal Jadowroy are now charged with having received bribes from the people, under undue exercise and force of authority; in regard to these cases, certain account-books are produced, containing certain entries, all which shall now be laid before you for inspection and you are requested to examine them and state whether the several items are according to the rule and usage of account-keeping or not?—*Answer.* We have inspected the account-books belonging to the under-mentioned individuals, viz.,

1. Kundoee Ghela Umbaram.
2. Kundoee Golabchund Kusla.
3. Kundoee Joeeta Nagur.
4. Kundoee Pana Jeewundas.
5. Kundoee Treekum Jeychund.
6. Kundoee Nagur Pitamber.
7. Kundoee Koober Jeewundass.
8. Kundoee Gopal Kewul.
9. Sha Jeychund Pursotum.
10. Khandwala Nuzurali Saleybhoy.
11. Khandwala Jumna Bechurdas.
12. Khandwala Ghela Ambaram.
13. Khandwala Damodhur Kooshal.
14. Sha Lulloo Rajaram.
15. Duve Deoshunker Girjashunker.
16. Khandwala Mohomud Ali Keekabhoy.
17. Purik Bugobhoy Premchund.
18. Sha Petamber Nurbheram.
19. Purik Govind Pursotum.
20. Purik Moolchund Kurumchund.
21. Purik Wurjbhookhun Damodur.
22. Muneedhur Gopal. The items in the books of the person is according to the custom of account kept by "tooneeat" (trader in a small way), and not according to mercantile firms; and as balances are not brought forward in each month, the account-book is therefore suspicious.
23. Sett Chotalal Moteebhoy.

24. Shah

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24. Shah Doolub Koosal.
25. Shah Jeychund Tullickchund.
26. Ganchee Juwer. This person's chopra is not according to the rule amongst bankers; these people might keep these accounts in the way exhibited these form* we (the Punchayet) cannot confidently give their opinion on it.
27. Golwala Umrutlal Ghela.
28. Soorujram Purbhooram.
29. Lulloo Petamber.
30. Golwala Motee Sewukram is according to form, but balances are not brought forward.
31. Golwala Umrutlal.
32. Golwala Chotalal Hureewulubdass.
33. Dulsook Khemchund is according to the rule observed amongst tooneeants, and does not appear a made-up thing.
34. Golwala Jetha Hurjeewun.
35. Shah Sankla Dewchund.
36. Bhut Moorleedhur Hurgovund. This person keeps his account according to usage amongst the "tooneats."
37. Golwala Nursee Jumnadass.
38. Golwala Jugjeewun Kasowram.
39. Borah Sultanjee. As a specious entry of this person's chopra, one of the items is entered as "hustay," or entrusted, and seems to be done subsequently, and under a different hand.
40. Shah Wurujlal Natha.
41. Purik Hurrewulub Nagurdas.
42. Duve Jugjeewun Deonath. This person's account-book is written according to the mode observed by villagers, and never before came under review of the Punchayet, and therefore recommend that the same be placed before four individuals from village for inspection.
43. Shah Damodhur Assaram.
44. Borah Oosmanbhaee Mahomud. This person's accounts is written according to custom amongst "tooneants."

In the above manner we have inspected the chopras above enumerated, and what occurred to us we have noted above; and as to the rest of the chopras, they are according to the usual form. This we state with due regard to our good faith and conscience.

(signed) *Hemabhaee Wukutchund.*
Oomabhaee, of the Firm of Huttising.
Mugunbhaee Kurumchund.
Juggabhaee Khooshalchund.
10 July 1849. *Jethabhaee Mooljee.*

(True translation.)
(signed) A. H. Bettington, Magistrate.

MINUTE by the Right Honourable the Governor.

No. 1995 F.

MR. BETTINGTON'S letter contains statements and suggestions of great importance to the due administration of criminal justice.

However unusual and without a precedent the course he has adopted, this letter is forcibly and ably written, leaving upon the mind a strong conviction that the late Foujdar of Ahmedabad was guilty of the grave charges preferred against him; that his oppressions had excited very general hatred and discontent; that his previous character and pursuits rendered him altogether an improper person to have been placed in so responsible an office; and that, but for Mr. Bettington's energetic proceedings, the fear entertained by the people of incurring his enmity would have held him scatheless in the career of pillage and injustice which he was pursuing.

With these opinions we have, however, at present little to do. Mr. Bettington has wound up his letter with the following requests:—

1st. That the Government will be pleased to call for a record of his proceedings, which the Sudder have pronounced illegal.

2d. That they will be pleased to recognise the necessity and validity of preliminary investigations.

3d. That Government will direct counsel to attend and defend in the Sudder Court the convictions of the Mofussil Courts, when canvassed on appeal, by practised barristers and pleaders.

4th. That the Sudder Court will in future, in revising the sentence of a lower criminal court, record and communicate its reasons for this proceeding.

5th. That the Government will obtain the general opinion of the magistrates on the advantages or disadvantages of the present facilities afforded for appeal.

* S. O.

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He afterwards suggests that a reference on this subject be made to particular gentlemen.

In ordinary cases, many of the points here agitated would be dismissed without consideration, as coming within the province of the Suddur, or altogether uncalled for.

But the statements contained in this letter remove it, in my opinion, out of the pale of ordinary correspondence, and I do not think that it should be treated merely as an injudicious and irregular communication. Much discussion, in which the conduct both of the magistrate and accused has been freely canvassed, has taken place in the public prints on the subject of Hiralol's trial, conviction, and final acquittal. The proceedings have not been submitted to us by the Court.

Before we pronounce on such of Mr. Bettington's suggestions as it may be necessary for Government to decide upon, I think we should have before us these proceedings, and ascertain the grounds on which, after all the pains which the magistrate appears to have bestowed upon the case, the decision of the Session Court of Ahmedabad has been overset, and how a man, who would seem from common report to have been a notorious and profligate scoundrel, has contrived to escape the punishment of his crimes.

Our first step, I think, should be to intimate to the Suddur that we have been furnished by Mr. Bettington with a copy of this letter, and that we shall be glad to receive any remarks or observations which the judges may have to offer in regard to it. We might also request to be favoured with the proceedings of the Session Court of Ahmedabad, and of the Suddur Court in appeal, on the trial, conviction, and reversal of the sentence passed upon the late Foujdar of Ahmedabad, Hiralol Goverdhun.

Referring to para. 28 to 34, the Suddur have already intimated to us that the requirements of Act XII. of 1843, are always observed in drawing up the decrees of the Court, and we have suggested to them the expediency of communicating the grounds of their decisions to the lower courts in criminal cases. As we have as yet been favoured with no reply, we might allude to this letter.

18 February 1851. (signed) *Falkland.*

No. 1995 G.

MINUTE by the Honourable Mr. *Willoughby.*

THE proceedings herein brought to our notice are of a very extraordinary character; and although Mr. Bettington may, in point of form, be irregular, I think he would have neglected his duty had he not made this report to Government. I concur in the reference to the judges of the Suddur Foujdare Adawlut, and in the receipt of their reply the subject should receive our most attentive consideration, for it involves the purity of the administration of justice.

21 February 1851. (signed) *J. P. Willoughby.*

No. 1995 H.

MINUTE by the Honourable Mr. *Blane.*

MR. BETTINGTON's observations appear to me of a very general, theoretical tenor. The proceedings now called for will, however, enable us to judge if there be anything in the cases referred to calling for the interference of Government in the manner suggested.

21 February 1851. (signed) *D. A. Blane.*

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No. 1995 I.

No. 777 of 1850.—Judicial Department.

To the Registrar of the Suddur Foujdaree Adawlut.

Sir,

WITH reference to the letter from Mr. Bettington, the magistrate of Ahmedabad, to the Suddur Fouzdaree Adawlut, No. 12, dated the 12th ultimo, a copy of which has been furnished by him to Government, I am directed by the Right honourable the Governor in Council to request that the judges will be good enough to favour him with the proceedings of the Session Court of Ahmedabad, and of the Sudder Court in appeal, on the trial and conviction, and he ultimate reversal of the sentence passed upon Hiralol Goverdhun, the late Fouzdar of Ahmedabad.

I have, &c.

Bombay Castle,
23 February 1850.

(signed) *J. G. Lumsden*,
Secretary to Government.

Jud. Cons. 1850, dated 13 April. No. 3122.

Present: A. Bell, J. Warden, and P. W. LeGeyt, Esqrs.

From the Registrar of the Suddur Fouzdaree Adawlut; dated 21 February 1850, No. 587.

Sir,

THE Court having received a communication from the magistrate of Ahmedabad, dated the 24th ultimo, No. 12, offering certain observations on the administration of criminal justice in this country, suggested by certain cases in his zilla, and intimating that a copy of the same has been laid before the Right honourable the Governor in Council, I am directed to state that, with reference to the cases alluded to, as having been decided by or being now before the Court, the judges have no observations to offer, as their views either are or will be placed upon the records of the Court.

2. In reference to the magistrate's remark, as contained in paras. 6 and 7 of his letter, that the course reported is not opposed to law or justice, I am desired to observe that it is provided in clause 1, section 9, Regulation XII. of 1827, that when the magistrate has reason to believe any person has committed a penal offence, he shall cause the said person to attend before him, when he shall proceed with the trial of the same, being guided for the conduct of such trial by the provisions of chapter 6, of Regulation XIII. of 1827, in clause 2, section 38, of which it is enacted, that evidence shall always be taken in the presence of the prisoner, and the privilege of examining the witnesses shall also be open to him in its fullest extent.

3. Whether the measures adopted and reported in the 8th para. of Mr. Bettington's communication were "essentially necessary" or not, it has been, I am desired to remark, no part of the duty of this Court to determine. It is sufficient for any court of justice to know that they are prohibited by existing law.

4. In regard to Mr. Bettington's opinion that the rule that evidence not having been taken in the presence of the accused is fatal to conviction, it is to be noticed that the magistrate has not drawn clearly the distinction between preliminary inquiry and procedure prescribed in Regulation XII., clause 1st and 2d.

5. In reference to para. 9, I am desired to state that in many intricate cases it is necessary for a magistrate in this country to perform the duties which in England are performed by any attorney for the prosecution, in sifting the matter which forms the subject of complaint; this information is not, however, taken on oath, or in the form of judicial depositions, but as notes of information; when these are complete, the magistrate should then, and not till then, proceed to take the information of a complainant on oath, and on which the apprehension of the accused should immediately follow; thereafter the investigation can only be carried on as is decided in chapter 6 of Regulation XIII. of 1827, in the presence of the prisoner.

6. With reference to para. 12, I am directed to observe that the documents

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alluded to in section 39, Regulation XIII. of 1827, are either depositions taken in the presence of the prisoner or confessions of the accused.

7. In respect to para. 16, I am desired to state that the Court concurs with Mr. Bettington in the necessity for a law officer of Government defending convictions when appeals are made, and which was suggested to Government, Court's letter, No. 1469, dated 22d May last.

8. I am, in conclusion, to remark, that, although the performance of important duties involving the liberty or happiness of the inhabitants of extensive tracts of the country which, from the nature of circumstances, necessarily devolving in India on young and inexperienced men, renders a system of check and supervision necessary, the judges feel sensibly the vast importance of upholding local authority, and giving as little exercise as possible to the supervision in question; but while this end is only to be reached by the local authority inspiring with confidence both their superiors and those placed under them in a diligent and discreet exercise of the powers with which it is entrusted, so no line of conduct is more calculated to prolong the time when this step towards improved administration can be safely taken than that which Mr. Bettington has unfortunately adopted of shaping his proceedings by what he considers should be, instead of by what is the law, of the truth of which assertion the Court has ample proof in the clamorous appeals which are made to it on each court day against the proceedings of a magistrate who, having the advantage of exercising his authority in a country remote from the court of appeal, would be exempted, by that very position alone, from the annoyance of frivolous and vexatious complaints against his official conduct.

I have, &c.
(signed) *M. Larken*, Registrar.

No. 3123.

MINUTE by the Right Honourable the Governor, subscribed to by the Honourable Board.

THIS may be considered when we receive the judge's reply to our letter of the 23d February 1850 on the same subject.

(signed) *Falkland.*
W. Cotton.
J. P. Willoughby.
D. A. Blane.

1 March 1850.

Jud. Cons. 1851, 12 March.
No. 1355.

From the Magistrate of Ahmedabad, dated 31 July 1849, No. 319.

Sir,

AGREEABLY to clause 3d, section 8, of Regulation XII. of 1827, I have the honour to forward to you copy of a letter from the Session Judge, dated this date, communicating the result of the trial of Heralal Goredhundass, late the Foujdar of Ahmedabad, in which he is found guilty of two instances of bribery and abuse of authority, and is sentenced to five years' imprisonment, without labour.

2. On receiving the Session Judge's advice of this conviction, I have dismissed Heeralal Goredhundass from his situation of foujdar, and appointed in his stead Soorujram Gungaram, lately transferred to me by the Political Agent in the Myhekanta, under whom he has served with credit, and highly recommended by him; he formerly served under, and is highly recommended by Colonel Outram, and being unconnected with people here, I consider him likely to give me efficient aid in preventing the scandalous and corrupt practices which obtained here in the time of the late foujdar, Heralal Goredhundass.

I have, &c.
(signed) *Alb. Bettington*,
Magistrate.

Ahmedabad, 31 July 1849.

P. S.—A letter to the above effect has been sent to the Sudder Adawlut this day.

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Cases No. 76, 77, and 78 of the General Calendar for the Year 1849.

To *Albemarle Bettington*, Esq. Magistrate, Ahmedabad.

Sir,

I HAVE the honour to acquaint you that the prisoner Heralal Gordhundass, committed by you on three separate charges of bribery and abuse of authority as police amildar (foujdar) of the city, has been tried at the Sessions held before me on the 23d, 24th, 25th, 26th, 27th, 28th, and 30th instant, and this day, and convicted in cases Nos. 76 and 78 of the charges preferred against him, and sentenced to suffer five years' imprisonment, without labour.

I have, &c.
(signed) *A. Spens*,
Session Judge.

Ahmedabad,
Session Court of Adawlut,
31 July 1849.

(True copy.)
(signed) A. Bettington, Magistrate.

No. 1356.

MINUTE by the Right Honourable the Governor.

I SUPPOSE that the dismissal of this man is reported, as in the enjoyment of a larger salary than 30 rupees a month.

The magistrate's proceedings may be approved. Clause 3, section 8, of Regulation XII. does not require the dismissal of any of the officers therein referred to, to be reported to Government.

30 August 1849. (signed) *Falkland*.

No. 1357.

MINUTE by the Honourable Mr. *Willoughby*, subscribed to by the Honourable Mr. *Blane*.

ALTHOUGH it is not probable that this person can be restored to office, I am informed that he has appealed to the judges of the Sudder Foujdaree Adawlut; we had better therefore, I think, postpone our decision on his case, until we are informed of the result of his appeal.

(signed) *J. P. Willoughby*.
D. A. Blane.

1 September 1849.

No. 1358.

Further MINUTE by the Right Honourable the Governor.

I HAVE gone through the Sudder Court's proceedings, and those of the Court below, which accompany, and the impression which they have left on my mind is unfavourable to Heralal.

I beg to refer to my minute of the 30th August.

8 July 1850. (signed) *Falkland*.

No. 1359.

From the Registrar of the Sudder Foujdaree Adawlut; dated 24 August 1849, No. 2364.

Present: J. Warden, P. W. Le Geyt, and G. Grant, Esqrs.

Sir,

I AM directed by the judges of the Sudder Foujdaree Adawlut to state, for the information of the Right honourable the Governor in Council, that the magistrate of Ahmedabad has in a letter, No. 320, dated the 31st ultimo, reported to the Court, that in consequence of a communication from the Session Judge of Ahmedabad, informing him that Heralal Goverdhundass, late foujdar of that city, had been tried and convicted of the charges of bribery and abuse of authority as police amildar, and sentenced to five years' imprisonment, without labour, he dismissed that individual from his situation of foujdar, and has appointed in his stead Soorujram Gungaram, lately transferred to him by the

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Political Agent, in the Myheekaunta, under whom he is stated to have served with credit, and has been highly recommended by him as well as by Colonel Outram, under whom he also formerly served, and being unconnected with people at Ahmedabad, the magistate considers Soorujram Gungaram likely to afford him efficient aid in preventing the scandalous and corrupt practices which obtained in the time of the late foujdar Heralal Goverdhundass.

I have, &c.
(signed) *M. Larken*,
Registrar.

Bombay, Sudder Foujdaree Adawlut,
24 August 1849.

No. 1360.

No. 785 of 1851.—Judicial Department.

To the Acting Magistrate of Ahmedabad.

Sir,

In reply to Mr. Bettington's letter, No. 319, dated the 31st of July 1849, I am directed to inform you that the Right honourable the Governor in Council approves of the dismissal of Heeralal Goverdhun from his situation of foujdar of Ahmedabad, and the appointment in his stead of Soorujram Gungaram.

2. I am at the same time instructed to add, that clause 3, section 8, of Regulation XII. of 1827, quoted by Mr. Bettington, would not appear to require that the dismissal of any of the officers therein referred to should be reported to Government.

I have, &c.
(signed) *J. G. Lumsden*,
Secretary to Government.

Bombay Castle,
24 February 1851.

No. 1361.

No. 786 of 1851.

Jud. Cons. 1851, 7 May.

A copy of the above sent to the Sudder Adawlut, with reference to the Registrar's letter, No. 2364, dated 24 August 1849.

No. 3556.

From the Registrar of the Sudder Foujdaree Adawlut; dated 21 March 1851, No. 783.

Present: A. Bell, J. Warden, P. W. Le Geyt, Esqrs.

Sir,

Adverting to 2d para. of your letter, No. 785, dated 24th instant, to the address of the acting magistrate of Ahmedabad, a copy of which was furnished for the information of the Court, under an endorsement of that day's date, No. 786, I am directed to observe, that all appointments to and dismissal from office, where the salary exceeds 30 rupees per mensem, require, agreeably to the orders of Government of the 7th March 1829, to be reported to the Right honourable the Governor in Council.

I have, &c.
(signed) *M. Larken*,
Registrar.

Bombay Sudder Foujdaree Adawlut,
21 March 1851.

No. 3557.

Minute by the Honourable Mr. *Willoughby*, subscribed to by the Honourable Mr. *Blane*.

The Sudder to be informed that we were quite aware of the circular instructions referred to, which indeed were noticed in my minute, from which the letter to Mr. Bettington was drafted.

What we remarked was, that clause 3, section 8, Regulation XII., under which alone Mr. Bettington stated that he had referred these cases to Government, did not seem to apply.

(signed) *J. P. Willoughby*.
D. A. Blane.

11 April 1851.

Case of Heeralal Govindhur, Foujdar of Ahmedabad.

No. 2328 of 1851.—Judicial Department.

To the Registrar of the Sudder Foujdaree Adawlut.

No. 3558.

Sir,

With reference to your letter No. 783, dated the 21st ultimo, I am instructed to state, that the Right honourable the Governor in Council had no intention to question the correctness of the course pursued by Mr. Bettington, in reporting to Government the dismissal from the public service of Heeralal Goverdhun. His Lordship was perfectly aware that the circular order of the 7th March 1829, required that all cases of this kind should be reported. In the 2d para. of my letter to the magistrate of Ahmedabad, dated 24th February last, it was merely observed that clause 3, section 8, Regulation XII. of 1827, had been erroneously quoted as the Regulation under which the man's dismissal had been reported to Government.

I have, &c.
(signed) *J. G. Lumsden*,
Secretary to Government.

Bombay Castle, 30 April 1851.

Jud. Cons. 1851.
12 March.
No. 1545.
Present:
A. Bell, J. Warden, and P. W. Le Geyt, Esqrs.

From the Registar of the Sudder Foujdaree Adawlut, No. 860.

Sir,

In acknowledging the receipt of your letter of the 23d ultimo, No. 777, I have the honour, by direction of the judges of the Sudder Foujdaree Adawlut, to submit, for the purpose of being laid before the Right honourable the Governor in Council, the proceedings of the Session Court of Ahmedabad, and extracts from those of the Sudder Foujdaree Adawlut in appeal, on the trial and conviction, and the ultimate reversal of the sentence passed upon Heeralal Goverdhun, the late foujdar of Ahmedabad.

2. I am instructed, in transmitting these proceedings, to append copies of a minute recorded by Mr. Warden, and of the Court's letter to the judge of Ahmedabad, returning the letter to which the minute in question relates.

I have, &c.
(signed) *M. Larken*,
Registrar.

Bombay Sudder Foujdaree Adawlut,
19 March 1850.

No. 1546.

Extracts from the Proceedings held before *Archibald Spens*, Esq., Session Judge of the Zillah of Ahmedabad and its Dependencies.

Saturday, 21 July 1849.

Heeralal Gordhundass is received this day from the magistrate of Ahmedabad, Mr. Bettington, committed on the 20th July 1849, and who having furnished the requisite bail, is allowed to remain at large.

Monday, 23 July 1849.

The law officers are present.

The Court proceeds with the trial of case No. 76 of 1849.

Read and recorded the papers and proceedings received from the magistrate of Ahmedabad, Mr. Bettington, in the case of the following prisoner, who is placed at the bar:—

Heeralall Gordhundass, aged 39 years; caste, Wania; occupation, lately holding the office of police umildar (foujdar), of the city of Ahmedabad, and an inhabitant of Ahmedabad.

Charged with bribery, in having on the 8th of Bhadrapud Vud, Sumvut 1904, corresponding with 20 September 1848, abused his authority as foujdar of the city of Ahmedabad, by receiving a bribe of 80 rupees, Company's currency, from the prosecutor, Petambar Nurbheram, as a consideration for letting the said prosecutor off on bail after detaining him six days in custody on a charge of having in his possession stolen property, knowing the same to have been stolen from the house of a prostitute named Oomedee, who was murdered.

Prisoner pleads not guilty.

The prosecution commences.

Petambar Nurbharam, aged 45 years; caste, Wania; occupation, Shroff; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished: No. 1.

That on the 2d or 3d Bhadrapud Vud last, four sepoys in the service of the foujdar came to his house, and took away the ornaments used by the women of his house, and some clothes; they also caused deponent to accompany them to the foujdar's kutcherry. Depo-

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nent represented to the foujdar that the articles seized belonged to him, and that a list of them would be found in his books. Deponent offered to give security from 1,000 rupees to 25,000 rupees for his attendance whenever required, but it was not accepted, and he was placed in confinement. Deponent was taken up by the foujdar because some property was found in his house which was supposed to have belonged to a prostitute named Oomeedee, who had been murdered, and into which case investigation had been made. Deponent was kept six days in confinement, after which he was released on furnishing security for his appearance in the sum of 1,000 rupees. After being released, deponent met his nephew, Phoolchund Hurruckchund, who told him that there had been a run on his shop, and that his family had been much distressed, and that therefore he and deponent's goomashta had together given 80 rupees to the foujdar, Heeralall, to obtain his release; that the foujdar had returned one rupee for the sake of the temple, and had kept 74 rupees for himself, and put aside five rupees for his carkoon, Narun; he also required Phoolchund to give one rupee for dedication to the temple of "Nutwurlaljee." Phoolchund went home with deponent, where he was informed by Phoolchund and his goomashta, Chuggun, that the money had been taken from the shop funds, also that the foujdar had sent for his books and papers for the purpose of ascertaining whether the ornaments, &c., taken from the house belonged to deponent. The money was paid the very day deponent was released; Phoolchund and his goomashta told him this. Deponent was released at four or five o'clock in the afternoon, and the same evening an entry was made by his goomashta in deponent's books of the payment of the money to the foujdar; it was paid in Bombay rupees, and entered in deponent's books in Bombay rupees. No suspicion having remained against deponent, all the articles taken from his house were returned, the same having been found to be his own private property, which he had possessed for years. Deponent does not know at whose instance he was seized; the account books above alluded to were old ones of former years; the books for the current year were not taken with the others; the books were not seized, but were produced by deponent to goomashta to prove the ownership of the property. The account now produced is the day-book for the year Sumvut 1904, and the entry of the 80 rupees was made in it on the 8th Bhadrapud Vud. Deponent met his nephew Phoolchund as he was leaving the kutcherry the day of his release. Phoolchund died about two or three months after the above took place; he did not live in the same house with deponent.

Question by Prisoner.] At the time you say the sepoys came to your house to seize your property, did any prisoners who had been charged with the murder accompany them?—*Answer*. Yes, three prisoners came with them.

Did the sepoy seize the property because it was pointed out by these prisoners, or how? —The sepoys called everything together, and took away what they wanted; the prisoners were outside the house at the time.

Did not one of the prisoners ask you if he had not given in pledge to you the things which were taken away, and had obtained money from you?—No.

Did he say so in the kutcherry?—I do not remember.

After the pantaloons were found in your house, did your goomashta go to any Moossulman woman regarding them?—One Dosunboo, a Mussulmanee, pledged the trowsers and other things with me for 18 rupees, and I took a bond from her for the amount on this account; the goomashta may have gone, but I know nothing about it.

Was not security taken from your goomashta in consequence of his having gone to the Mussulmanee's house?—There is an entry of eight annas in my books on account of expense incurred in regard to a security bond on account of Chuggun; I was in confinement at the time, and knew nothing more.

In what court was the charge brought against you investigated in the case of the woman Oomedee, who was murdered?—No charge was preferred against me; other persons were tried for the murder of Oomeedee, and I was sent up as a witness in the case, but my evidence was not taken, and the articles taken from my house were restored to me.

Did any person hear you offer to give security to the extent of 25,000 rupees?—Many people were present, and the goomashta of Ruttenjee Khandass, and Raijee Kandass and others, were ready to become my security; they told me they had come to the kutcherry for that purpose.

Did I not tell you that you could not be released on security while under a charge of murder?—Yes, you did say so.

Have you to this day ever complained that I took 80 rupees from you as a bribe?—No; if I had done so, I could not have remained in the city. I did not do so from fear.

How did you now bring forward your complaint?—A sepoy came to my house, and took away my chopras. Thirteen days after, the magistrate called me, and asked me if I had paid any bribe to the foujdar, and I told what I knew, and pointed out the item in the book.

[Prisoner having no more questions to ask, witness retires.

No. 2. Recorded an extract from the account-book of an entry alluded to by the above witness.

No. 3. *Chuggun Gopal*, aged 25 years; caste, Wania, occupation, Goomashta; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

Is a goomashta in the service of Asharam Boola, and has been with him four months; was formerly in the service of Petamber Nurbheram. About the month Bhadrapud last, some persons

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persons murdered a prostitute named Oomeedee, and on some account suspicion arose that deponent's master had some of the stolen property in his house; on which account the foujdar, Heeralall, had him seized in his shop, and taken to the kutcherry, where he was placed in confinement. He had remained there four or five days, when Petamber's nephew, Phoolchund, came, and told deponent that the city people said that if something were given to the foujdar, he would be released, otherwise he would not be released. Deponent told Phoolchund to arrange the matter with the foujdar. He went to the foujdar's house, and returned, saying he had agreed with him to take 80 rupees, from which 75 rupees was intended for the foujdar, and 5 rupees for his carkoon, Narun. Deponent took 80 rupees from the shop funds, and gave to Phoolchund, who tied it in his " kumberbund," and they both went to deliver the money to the foujdar; it was then about eight o'clock in the morning. Phoolchund took the money up-stairs. Deponent remained sitting on the " oatla." A little while after the foujdar came down, and Phoolchund with him. Deponent asked the foujdar whether he would release his master; he answered, " Yes; come to the kutcherry, and he will be released." Deponent asked whether he received the " unamut;" he answered, that he had got 80 rupees. Deponent did not see the money again with Phoolchund he said he had paid to the foujdar; that he had got one rupee back from the foujdar for dedication to the temple, and told deponent to give a rupee also, which he did. At 10 or 11 o'clock deponent went to the kutcherry, and security was taken from Petumber for 1,000 rupees, and he was released. They then went home, and he and Phoolchund told Petumber all that they had done on his account; he said it could not be helped, and that the money must be entered in the books, which was done. Endeavour was made to release Petumber on security; but the foujdar would not accept it at that time. Does not know why his master was placed in confinement, but heard it was because he had received in pledge stolen property. The prisoner at the bar is the same Heeralall, the late foujdar of the city.

Question by Prisoner.] Was security taken from you in the case of the prostitute, Oomeedee, who was murdered?—*Answer*. Yes, security was taken from me to the extent of 100 rupees. My master had told me to go to Dosumboo, and tell her about a pair of pantaloons which had been taken away by the sepoy, and which she had pledged with him. The foujdar asked why I had gone there, and took security from me.

Did I take your statement and Dosumboo's and your master's on the same day?—Yes, you did; but Dosumboo was called again to the kutcherry the following day.

Did any prisoner come with the sepoys to search your master's house, and did the prisoner point out any property?—I met the prisoner and sepoys as they were returning from my master's house, and do not know whether they pointed out the property.

[Prisoner having no more questions to ask, witness retires.

[The Court adjourns, from the lateness of the day.

(signed) *A. Spens*, Session Judge.

Tuesday, 24 July 1849.

The law officers are present.

The Court proceeds with the trial of case No. 76 of 1849, postponed on the 23d instant.

The prisoner, *Heeralall Gordhundass*, is placed at the bar.

The evidence for the prosecution continued.

No. 4. Read and recorded a vakalutnama, entered in the name of Beehur Dhunfee.

No. 5. Read and recorded extracts from the proceedings of the foujdar, Heeralall Gordhundass, (prisoner) held before him between the 15th September and 21st October 1848, from which it appears that Petamber Nurbheram was apprehended by his order, on the 15th September 1848, on a charge of having received stolen property, which had belonged to Oomedee, a prostitute, who had been murdered, knowing the same to have been stolen property, and that the said Petamber was the same day placed in confinement; that on the 20th September he was released on furnishing security to the amount of 1,000 rupees.

No. 6. Read and recorded petition of Chotalall Petamber, addressed to the magistrate, Mr. Fawcett, dated 18th September, complaining that his father had been confined for four days in the kutcherry, on a charge of receiving stolen property, and that he had attended at the kutcherry daily, and tendered security to the extent of 2,000 rupees, which, for some reason, had been refused, and praying that his father might be liberated on giving security, according to the Regulations.

No. 7. Read and recorded a security bond, entered into by Narrun Hurrukchund and Goolabchund Hurrukchund, to the effect that they were security, to the extent of 1,000 rupees, for the attendance of Petamber Nurbheram at the kutcherry, as long as required, dated 20th September 1848.

No. 8. *Sewshunkur Lukmeeshunkur*, aged 29 years; caste, Nagur; occupation, Service, Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having being duly admonished:

Is acting revenue sheristedar in the collector's office; knows the prisoner at the bar; would know his signature if shown to him. The document shown bears the signature of the prisoner in five places; at the bar the document was written. The prisoner was foujdar

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of the city of Ahmedabad; it is copy of the proceedings held before him as foujdar. The signature on the security bond, No. 7, is also that of the prisoner. The order on the document, No. 6, being an urzee from Chotalall Petamber, is signed by the late collector, Mr. Fawcett.

[Prisoner having no questions to ask, witness retires.

For the satisfaction of the Court, the undermentioned leading sowcars of the city of Ahmedabad are called into the Court:

No. 9. *Hemabhaee Wukutchund, Muggunbhaee Kurrumchund, Juggabhaee Kooshal, Jettabhaee Mooljee,* and *Oomabhaee Noopchund,* who, having examined the account-book or chopra produced by the prosecutor, are of opinion that the accounts of the prosecutor have been kept according to the usual manner of keeping accounts.

Heemabhaee Wukutchund and others retire.

The case for the prosecution here closes, and the prisoner is called on for his defence..

No. 10. Read and recorded statement made by the prisoner before the magistrate of Ahmedabad, on the 20th July 1849, to the following effect:

That he denies having taken a bribe of 80 rupees from Petamber Nurbheram, and all knowledge of the matter; that the whole is a lie; that he is distressed (gabree); and that the evidence has been got up against him "*ex parte.*"

Admitted by the prisoner.

The prisoner is asked if he has anything further to say; he states that he has, and begs that the following may be recorded:

That he went from Baroda to Bombay in the year 1842, and in many matters afforded much assistance to the Government, particularly in the case of Dackjee Dadajee, and other sowcars of Baroda, who had plundered the Guicowar of large sums of money; he also gave assistance to the magistrate in discovering the famous Bunder gang, in Bombay, and led to the detection of Alloo Paroo and others, who had set fire to the ships in the China trade, and had, in consequence, received from Government the sum of 2,500 rupees as a reward for his services, having till then served the Government without pay. That when Mr. Fawcett, late Collector of this place, came to Bombay in 1845, the Governor and the magistrate requested him to provide for him by giving him a situation in Ahmedabad, and, in consequence, he was appointed foujdar of Ahmedabad the same year, and, under instruction from the Governor, the magistrate of Bombay held a durbar, on the occasion of his leaving Bombay, and presented him with a pair of shawls. That he has since served the Government to the best of his ability, and improved the state of the city police. That Captain Curtis, superintendent of police in Bombay, being aware of the value of his services, had applied to Government to give him a salary of 150 rupees per mensem, as a superintendent of police in Bombay, but the proposal was not agreed to. The magistrate of Suart also asked for his services; he was, however, in affliction at the time, having lost his only child; and, moreover, the inhabitants of the city of Ahmedabad had petitioned the magistrate to keep him there; that he therefore remained, and in consequence of being the first to introduce, under the orders of the magistrate, new weights and measures, by which means many people lost much money, he had brought upon himself the ill-will of many; and further, in consequence of his having conducted his police duties strictly, he had many enemies, and that he had therefore applied to call his friends to have him removed from his present situation.

That with regard to the present charge, he sent his peons to search the prosecutor's house, in consequence of his name having been mentioned by the prisoners in the case. That the prosecutor's family had petitioned the judge and collector that he might be released on security, but that they had informed them that they could not interfere in such a matter in a murder case. That afterwards, on receiving orders from the Collector, he released the prosecutor on his furnishing security; and, having acted in accordance with orders, how could he have obtained a bribe?

That the witness Chuggun had stated that he had gone to his (prisoner's) house with Phoolchund, and that Phoolchund had gone up-stairs, leaving him Chuggun below, and that on his going down, Chuggun had asked him whether he had received the money; but what was there to prevent Chuggun also coming up? That he, Chuggun, had taken the name of a person who was dead, knowing how difficult it would be to find any person living to join with him, and that there was nothing to prevent Chuggun from taking the money himself for the purpose of defrauding his master. That, at the time in question, he was not living at the place where it is said the money was paid, and that he was always surrounded with a number of sepoys, who would take cognizance of anything of the sort which might have taken place; and that both the prosecutor and his goomashta had shown enmity to him since the time he took security from them. That if their story was true, why had they not complained before now? But Petamber was a man of bad character, and he could prove it. That the new collector, Mr. Bettington, had refused to see him on his arrival, and had at once suspended him and sent him to Dhundoka, and had listened to his enemies without giving him an opportunity of defending himself. That the whole city had risen up against him, and he was miserable; and that witnesses may be called to prove that he was not living at the place where the bribe is said to have been paid. That he has not slept there since Shravun Shood last (August 1848), and only sometimes goes there; but generally he remains at his house, and has never gone to the "della" (stable) in the morning. Has nothing more to say.

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Proceedings are closed, and the Court proceeds to record its

FINDING.

The offence alleged against the prisoner, who was at the time it is said to have been committed, foujdar of the city of Ahmedabad, consists in his having received a bribe of 80 rupees from the prosecutor, Petamber Nurbheeram, as a consideration for letting him off on bail, after having detained him six days in custody, on a charge of having in his possession stolen property, knowing the same to have been stolen.

The prisoner pleaded not guilty.

Bribery is an accusation easily made, and in general difficult to prove, and not less difficult to defend. Many witnesses to such transactions are seldom forthcoming, but the Court is of opinion that in the present case the statements of the proseeutor and his goomashta, are borne out by the documentary evidence recorded under Nos. 5, 6, & 7, in such a manner that there can be no doubt of the guilt of the prisoner.

Petamber Nurbheeram, the prosecutor, deposes: That on the 2d or 3d Bhadrapud Vud, corresponding with 15th September 1848, four sepoys came to his shop and took him, and certain ornaments and clothes which they found in his house, to the foujdar's kutcherry, on a charge of his having received the property, knowing it to have been stolen from a prostitute named Oomedee, who had been murdered. That he represented to the foujdar that the articles seized were his own property, and that he could prove them to be such by his accounts. That notwithstanding the foujdar ordered him into confinement, and refused to liberate him on bail, although he had offered to find security for his attendance in any sum from 1,000 rupees to 25,000 rupees. That he was kept in confinement for six days, and was released on furnishing security in the sum of 1,000 rupees, in consequence of his nephew and goomashta having given to the prisoner a bribe of 80 rupees.

Chuggun Gopal, who was at the time goomashta to the prosecutor, but has since left his service, corroborates his late master's statement regarding his seizure and confinement. He deposes further, that he had heard that the foujdar was open to a bribe, and that, in consequence, he had sent Phoolchund, prosecutor's nephew, to arrange the matter with him; that Phoolchund accordingly visited the foujdar, and agreed to pay 80 rupees to have the prosecutor released; that he took 80 rupees from the shop funds, and gave the money to Phoolchund to deliver to the foujdar; that they went together; that Phoolchund went upstairs with him, while he remained below seated on the "oatla," and that shortly after the foujdar came down, and Phoolchund with him; that he (Chuggun) there asked the prisoner whether he would release his master, and received an answer that he would be released the same day, and on a further question, acknowledged having received the 80 rupees. That he (Chuggun) did not see the money with Phoolchund again, who said that he had paid it to the foujdar, who had given him back one rupee for dedication to the temple, and told deponent to give a rupee also for the same purpose, which he did; that his master was in consequence released the same day, on his giving security for 1,000 rupees, which up till that time had been refused.

The above evidence, although given in an unhesitating and straightforward manner, the Court might not have considered sufficient, had it not been supported by the documents recorded under Nos. 5, 6, and 7, which are convincing to the Court that the charge could not have been got up.

The Court finds from these, two of which (5 and 7) are public documents, duly authenticated, proved, and the third (No. 6), a petition from the son of the prosecutor, presented to the magistrate Mr. Fawcett, and bearing an endorsement of his, that the foujdar had ordered the apprehension of the prosecutor on the 15th September 1848, on a charge of having received stolen property; no mention whatever is made of his connexion with the murder of the woman Oomedee, yet he is kept in confinement, and bail refused for six days, although from the document No. 7, it appears that ample security had been tendered; at the end of six days the security bond was entered into in behalf of the prosecutor, and he was released; and it will be seen on reference to the account-book of the prosecutor, that the item 80 rupees is set down as having been paid on the very day (8th Bhadrupud Vud) Petamber was liberated, and entered as a bribe or present to the foujdar, in the case of the prostitute. It is proved by the leading sowcars of the city that the account-books of the prosecutor are kept according to the usual manner in which such accounts are kept; other entries follow in order, and there is nothing to cause a suspicion that the entry is fraudulent. The prosecutor could not then have anticipated that the foujdar would be brought to trial, and it is not likely otherwise that he would have deliberately made such a false entry 10 months before in his accounts.

The prisoner's defence bears but little on the charge; the Court doubts not that he was an active magistrate, and has done good services; it is only the more to be lamented that he should have been sold away.

His assertion that he could not release the prosecutor, because he was under confinement in a case of murder, is unfortunate for him, for from his own proceedings held in the murder case, it does not appear that the prosecutor was even suspected of being concerned in the murder; it is stated at the time of his apprehension that it was on account of receiving stolen property; and at any rate, if any objection then existed for refusing to accept bail, the prosecutor was in no better position on the day of his release.

The prisoner submits that the goomashta might have defrauded his master, and appropriated the 80 rupees to himself, but it must be remembered that Phoolchund, the other immediate party to the transaction was then alive, and did not die for two or three months after.

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The Court is not disposed to attribute much importance to any part of the defence; it is very likely that the prisoner did not inhabit the accommodation above the "della," or stable, where the bribe is said to have been taken, as a place of residence, but he may have gone there occasionally, and it may have been the very place where he generally met people seeking private audience of him, and where people wishing to offer a bribe would likely follow him, for it is nearly as disreputable to offer as to receive in such cases.

The Court having duly considered the oral evidence in this case, backed so strongly by the documents entered on the proceedings, finds the prisoner guilty of the charge as laid down in the indictment.

The Court therefore convicts the prisoner of the same, namely, of having on the 8th of Bhadrapud Vud, Sumvut 1904, cocresponding with 20th September 1848, abused his authority as foujdar of the city of Ahmedabad, by receiving from the prosecutor, Petamber Nurbheram, as a consideration for letting the said prosecutor off on bail, after detaining him six days in custody on a charge of having in his possession stolen property, knowing the same to have been stolen from the house of a prostitute named Oomedee, who was murdered, but defers passing sentence pending the result of two other cases against him at present before the Court.

[Adjourned.

(signed) *A. Spens,*
Session Judge.

(True extract.)
(signed) A. Spens, Session Judge.

EXTRACT from the Proceedings held before *Archibald Spens*, Esq., Session Judge of the Zillah of Ahmedabad and its Dependencies.

Wednesday, 25th July 1849.

THE law officers are present.

The Court resumes its sittings, and proceeds with the trial of case No. 77 of 1849.

Read and recorded the papers and proceedings received from the magistrate of Ahmedabad, Mr. Bettington, in the case of the following prisoner, who is placed at the bar:

Heeralall Gordhundass, aged 39 years; caste, Wamia; occupation, holding lately the office of Police Umildar (Foujdar) of the city of Ahmedabad, and an inhabitant of the city of Ahmedabad.

Charged with bribery, in having on Sunday the 12th of Bhadrapud Vud, Sumvut 1904, corresponding with 24th September 1848, in abuse of his authority as police umildar (foujdar) of the city of Ahmedabad, unlawfully received as bribe from the prosecutor, Lalloo Rajaram, the sum of fifty (50) rupees, of the Ahmedabad sicca currency, as a consideration for releasing him from confinement.

Prisoner pleads not guilty.

The prosecution commences.

No. 1. Read and recorded a vakalutnamah from the prisoner, in the name of Bechur Dhunjee.

No. 2. *Lubloo Rajaram*, aged 27 years; caste, Wania; occupation, Usurer; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

In the month of Bhadrapud last, or about 10 months ago, he left home on business, and returned about 10 or 11 o'clock, and found guards round his house; two or three prisoners were there; they said that they had come to search his house; that some person had murdered a prostitute, named Oomedee, near the Peer Mahomedsha Roza within the city, and that he was suspected of being concerned in it. Deponent told them to enter and search, but they all went away except one sepoy, who remained there on guard. At about 12 o'clock another sepoy came, and with him a prisoner named Jetta; the sepoy who had been on guard had the key of the door; he had before deponent's arrival turned out his father, mother, &c., and locked the door; they opened the door, and then opened a box, the key of which deponent gave them; they took out the ornaments which were in it, and put aside such of them as were worn by women, to the value of 1,000 or 1,200 rupees, which the sepoy told deponent to take himself to the foujdar's kutcherry in the Bhadar; deponent did so, and reached the office at about three o'clock, and produced the ornaments. At this time the foujdar was inquiring into the murder of Oomedee, and one of the prisoners before him, whose name deponent forgets, pointed out a pair of golden bracelets which deponent's mother usually wore. Deponent did not hear what the prisoner said, but he believes that it was to the effect that he thought the bangles had belonged to the deceased. Deponent said that the ornaments were his, that he had them lately made up for the use of his mother, and that he could immediately prove this; he was paid no attention to, but desired to sit down, and a sepoy was placed over him. He then considered that the foujdar was tyrannical, and would imprison him, and begged of the foujdar to send for Hurgwun, a goldsmith, who had manufactured the articles, and one Jetha Phoolchund, who had got them made for him. The foujdar sent to call these witnesses, but meanwhile deponent met a man named Pundia Kawul Lukmechund, an associate of the foujdar's, and said to him that it was getting late, and begged him to make arrangements, and give money and get him released. Kawul returned about three quarters of an hour after, and said that the foujdar would release deponent if he paid him 50 rupees. Deponent asked if less would not do; deponent agreed, and begged to be let off on giving security. It was then about

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five o'clock. Deponent gave the required security, to the extent of 200 rupees, and was released, but did not then give the 50 rupees; he had not the money by him; but on the faith of Kawul he was released and went away, leaving the bracelets with the foujdar, which were in value 100 rupees. After this, deponent went daily to the kutcherry. Kawul two or three days after-dunned him for the 50 rupees; deponent put off, saying he had not then got it, but subsequently, some 10 or 12 days after, he paid it. He got the money from Nalchund Heemchund in the name of his father's firm; deponent transacts business in partnership with his father, and thus got the money; it was paid in sicca rupees. Deponent then went direct to the foujdar's house; it was about 10 or 11 o,clock; when opposite Ruttunpole he met a friend of his, named Munsook Narrun; he asked deponent where he was going; deponent answered that he owed the foujdar 50 rupees, and was going to pay it; did not say on what account, as he and everybody knew well enough, and as they were going the same road, he accompanied deponent to the "della," where the foujdar was. There was a sepoy there, whom deponent asked where the foujdar was; does not know the name of the sepoy, or who he was; there were two or three sepoys there. Deponent went up-stairs as directed, leaving Munsook seated below on the "oatla." The foujdar was alone, seated at the window, sitting doing nothing; deponent paid him 50 rupees, counting the money over. Deponent desired the foujdar to tell Kawul to cease dunning him for the coin; he said he would, and desired deponent to go away; he went down stairs and told Munsook that he had paid the money, and Munsook came with him as far as Punchbhaies Pole, and they then separated; Munsook came out of his way a little to go with deponent, and conversed with him on the matter. Deponent remained about half a ghurry (up-stairs). The same evening deponent entered the amount in his father's chopra, previous to which deponent's father had credited it to Nalchund Heemchund, who had sent to say that deponent had taken the money. Deponent's father told him to go and get the money from Nalchund, and he was aware why it was required. There might have been as much money in the house as 50 rupees, but it was thought better to get it from Nalchund, in case it might be wanted. The pair of bangles were returned 10 or 15 days after. The chopra now produced is in his father's name; the entry is in page 140, and is dated 12 Bhadrapud. Never before that day went to the fowjdar's house; it was on a Sunday, and therefore the fowjdar was not engaged in business; does not know whether it is customary to tell one's friend when a person is going to give a bribe. Deponent had the money tied up in his cloth, and Munsook saw where it was, but did not see the money at the time deponent was in the fowjdar's office. He offered the 50 rupees through Kawal, being afraid of being placed in confinement and losing his character. Was aware that the fowjdar had called the goldsmith and Jettia Phoolchund to prove that the ornaments were his; they came in a "ghurree" or two; they were not examined before deponent, but he heard afterwards that the fowjdar had asked them about the bangles. Does not know whether he offered the bribe before or after the two witnesses came; deponent was outside, and did not see when they came. Kawal is not a servant of the fowjdar; deponent does not know what he is, but deponent applied to him, knowing him to be intimate with the fowjdar, but does not know whether he drives, or goes in his carriage; does not know where Kawal now is; people said that Kawal had the ear of the fowjdar, therefore deponent applied to him.

Question by Prisoner.] You have stated that a sepoy was placed over you; if such were the case, how could you have applied to Kawal?—*Answer*. I went out to make water; the sepoy was at a little distance, about five or six "hauts;" at this time Kawal came there, and I mentioned the subject to him; the place where I made water was on one side; about 20 or 25 paces from the office.

Is it usual for Nalchund Heemchund to send and inform your father on all occasions when you take up money from him?—Yes.

Would your father have entered the 50 rupees before asking you whether you had taken up money?—My father was aware of the circumstances under which the money was required.

How did you know that I had told Kawal that I would accept 50 rupees?—Kawal came and told me; he beckoned to me to come to him; the sepoy who was on guard over him did not prevent him.

What difficulty would there have been in your coming to me in the kutcherry at the time your witnesses arrived?—I did not know when the two witnesses arrived.

Were you not called before me at the time security was taken from you, and could you not then have applied to me to examine your witnesses?—I had not eaten all day, and was confused.

[Prisoner having no more questions to ask, witness retires.

The account-book of Rajaram Shunkur, father of prosecutor, is produced, examined, and compared with the extract recorded, No. 3.

In which the item 50 rupees is entered as follows:—

No. 3.

Cr.	Rupees 50, in favour of Nalchund Heemchund, brought by Lalloobhaee. Bhadrapud Vud 12.	*Dr.*	*Rs.* 50, Sha Rajaram Shunkur. Bhadraphud Vud 12, Sunday. 50 rupees ready cash, on account of the case of Lalloobhaee, paid to the Foujdar Heeralall.

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No. 4. *Moolchund Runchore*, aged 32 years; caste, Coonbee; occupation, Goomasta; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Is goomasta to Nalchund Heemchund. Has brought his master's chopra with him. At page 289, there is an entry of 50 rupees against Rajaram Sunkur, dated Bhadrapud 12, Sunday, paid to his son, Lalloo. Deponent does not know why Lalloo got the money.

Question by Prisoner.] At what time of day did Lalloo come for the money?—*Answer*. Lalloo came for his money at about 9 o'clock.

[Prisoner having no further questions to ask, witness retires.

No. 5. Recorded an extract from the account-book of an entry alluded to by the above witness.

No. 6. *Munsook Narran*, aged 40 years; caste, Wanea; occupation, Usurer; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duty admonished:

Knows Heeralall, the prisoner at the bar; he was formerly fowjdar of the city. One day last year, in Bhadrapud, deponent had gone out to collect money, and came to Ruttunpole at about 10 or 11 o'clock, where he met Lalloo Rajaram, a neighbour of his, though not a friend, only an acquaintance. Lalloo asked where he was going, and deponent answered, to collect some debts. Witness asked Lulloo where he was going; he said that he had come under a charge in the case of a prostitute who had been murdered, in which he had agreed to pay 50 rupees to Heeralall, the fowjdar, and was going there to pay it to him, and asked deponent to accompany him; he had the money tied in his cloth. They went to the "della," where the fowjdar was. Lalloo asked a sepoy where the fowjdar was, and then went up-stairs with the money, leaving deponent sitting on the "oatta." Lulloo remained up-stairs some 10 minutes, and when he came down he said that he had paid the money to the fowjdar. They then went a short distance together, and then separated. Deponent did not ask Lulloo where he had got the money. Did not know before that Lalloo had promised to pay the 50 rupees. Deponent saw the fowjdar looking over the window as they were leaving his house, and Lulloo called out to him to desire Kawal not to dun him any more for the money. Kawal is a man who is always frequenting the fowjdar's house; this is known to everybody; deponent has seen him going there. People said that Kawul was the go-between when the fowjdar took a bribe; deponent does not know that he actually was. Deponent is in the habit of meeting Lulloo; sometimes may have accompanied him. Does not recollect on what day of the week the above happened; it was 10 or 11 months ago; but remembers the circumstances and the month, as his mother died that month, and the charge against Lulloo was made the same month.

Question by Prisoner.] Is Lalloo in the habit of telling his secrets to you?—*Answer*. Sometimes; it suits him to do so.

You say that you and Lalloo are merely acquaintances; why therefore should he have told you about this 50 rupees?—Perhaps he did not care about keeping the matter to himself.

[Prisoner having no more questions to ask, witness withdraws.

No. 7. Read and recorded extract from proceedings of the fowjdar Huralall (prisoner), dated 13th September 1848.

From which it appears that a havildar was directed by the fowjdar to search the house of the prosecutor, who took from thence a pair of bangles, and produced them before the fowjdar; that the bangles were seized on the information of Jetta Rao, a prisoner, as having been the property of the deceased Oomeedee, and that bail was taken the same day from the prosecutor.

No 8. Read and recorded further proceedings of the fowjdar in the case of the prostitute Oomeedee, dated 20th September 1848.

From which it appears that the bangles were returned on that day, as it had not been proved that they belonged to the prostitute.

No. 9. *Lalloo Manukchund*, aged 25 years; caste, Wanea; occupation, Service; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Knows the signature of the fowjdar; the two documents now shown bear his signature in many places.

[Prisoner having no questions to ask, witness retires.

No. 10. *Rajaram Sunkur*, aged 61 years; caste, Wanea; occupation, Usurer; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

The chopra shown is deponent's; the item 50 rupees, at page 140, was a sum which deponent's son, Lalloo, had agreed to pay to the Fowjdar Heeralall (prisoner), in the case of a prostitute who was murdered, to obtain his release. Deponent told his son to get the money from Nalchund and pay it, and Lalloo told deponent that he had done so. Deponent is satisfied that his son, Lalloo, paid the money to the fowjdar on this account and no other. Deponent has a running account with Nalchund, and placed that amount to his credit the same day.

[Prisoner having no questions to ask, witness retires.

For the satisfaction of the Court, the under-mentioned officers are called into Court:

No. 11. *Umbasunkur Brijaree*, Principal Sudder Ameen, and Mr. *E. C. Watkins*, Sudder Ameen.

That-

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That they have examined the account-books of Rajaram Shunkur and Nalchund Heemchund, and that both books are kept according to usual custom, and appear to them correct and worthy of confidence.

Umbashunkur and Mr. Watkins retire.

The proceedings on the side of the prosecution here terminate, and the prisoner is placed on his defence.

Read and recorded statement made by the prisoner, Heeralall Gordhundass, before the magistrate, Mr. Bettington, on the 20th July 1849, denying having taken a bribe from Lalloo Rajaram, and all knowledge of the matter. No. 12.

Admitted by the prisoner.

The prisoner is asked if he has anything else to urge in his defence.

The prisoner begs for time to prepare his defence, urging that he is not now in a condition to defend himself, but will be prepared to-morrow morning; and wishes Pranshunkur, Unubashunkur, and Oomeeashunkur Luckmeeshunkur to be called, to prove that on the day in question he did not go to the "della;" also Oojmulal Hukunchund, Tullukchund Himutram, and Himutram Hergovind, who were with him on that day; which day he urges is remarkable and to be remembered, as on it his brother-in-law was attacked with hydrophobia, of which he died the following day.

Issued summonses for the attendance of the above witnesses. No. 13.

The Court, having complied with the above request, is adjourned.

(signed) *A. Spens*, Session Judge.

Thursday, 26 July 1849.

The law officers are present.

The Court resumes its sittings, and Case No. 77 of 1849, postponed on the 25th instant, is proceeded with.

The prisoner, *Heeralall Gowhundass*, is placed at the bar.

The defence is continued.

Oomeeashunkur Lukmeeshunkur, aged 32 years; caste, Brahmin; occupation, Doctor (hukeem); Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished: No. 14.

Is acquainted with the prisoner; he was lately fowjdar of the city. Deponent occasionally went to his house to administer medicine, &c.

Question by Prisoner.] Did you attend Gella Bhanjee; relate the circumstances?—*Answer.* Yes; on the 12th Bhadrapud Vud last, I was sent for at about daylight to attend him, as he was said to be very sick, having been bitten by a mad dog. I went immediately to his house in Dhunwa Soota's pole; a hukeem, named Pranshunkur, was there, and Gella was very ill. While I was there, the prisoner, Heeralall, and Lulla Paruk and others came and sat there. At 12 o'clock Heeralall told the others to go and bathe, but he remained himself till three o'clock, and I and Pranshunkur stayed there. Heeralall went away at three o'clock, and returned in two ghurrees, when I went home.

By the Court.] Did Gella die, and when?—He died the following day, at eight o'clock.

This happened 11 months ago; how do you remember all these particulars, and are at once able to name the day of the month?—Because my mother died 11th Bhadrapud, and I was called the next day.

Was Heeralall in Gella's house at the time you went there?—No.

When did he come, and did he leave the house?—At about seven or half-past seven o'clock, and he did not leave the house until three o'clock.

How far is Dhunna Soolar's pole from the house of Heeralall?—By the carriage road it may be half a coss, by the footpath half that distance.

[Prisoner having no more questions to ask, witness retires.

Pranshunkur Umba Shunkur, aged 51 years; caste, Brahmin; occupation, Doctor; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished: No. 15.

Is acquainted with the prisoner at the bar.

Question by Prisoner.] Did you attend the deceased, Gella Bhemjee, when attacked with the hydrophobia; explain the circumstances, and who you saw there?—*Answer.* Yes; I was summoned to his house one morning at about sunrise on the 12th last Bhadrapud Vud, and gave medicine to him. Nobody was there when I went except the people of the house; shortly after, about two ghurrees, Heeralall came; a hukeem, named Oomee Sunkur, also came, and two or three other relatives of Gella; I remained there till one or two o'clock, during which time the prisoner, Heeralall, was there; he did not leave the house during the time I remained with the deceased, and when the prisoner was not in the room I heard him talking, and am sure he did not leave the house.

By the Court.] When did Gella die?—He died next day, at about eight o'clock p.m.

How do you so well remember the day, and what occurred, and the circumstances connected with it?—The 12th Bhadrapud was a sacred day, and I always every year have been in the habit of going on that day to Doodeshwur river; but that day I could not go on account of being obliged to attend Galla Bhanjee.

[Prisoner having no more questions to ask, witness retires.

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No. 16. *Himutram Hergovind,* aged 25 years; caste, Wania; occupation, Usurer; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Is acquainted with Heeralall, the prisoner at the bar; he was lately foujdar of the city, and deponent's house is near his in the same "mella."

Question by Prisoner.] Did you come to see Gella Bhunjee at the time he was suffering under hydrophobia?—*Answer.* Yes; one day, about an hour after daylight, some person came to call Heeralall (prisoner) to Gella's house, as he was then ill of hydrophobia, and I went with him.

How long did you remain there?—Till 12 o'clock.

By the Court.] What acquaintance had you with the deceased, Gella?—I was an acquaintance of his; we were not intimate, but of the same caste.

Such being the case, how did you happen to remain so long with him?—I remained because the foujdar with whom I went was there.

Did you return with the foujdar?—No, I returned alone; I was hungry at 12 o'clock, and went home.

How did you go, and who went with you?—We went on foot; the distance may be half a coss between the two houses.

Who were there?—There were two hukeems, and other persons whose names I don't recollect.

When did Gella die?—He died Bhadrapud Vud 13th.

How did you remember the day, &c.?—From its being a particular day (Shrad Ouksh).

On what day did you go to see him?—The day before he died.

[Prisoner having no more questions to ask, witness retires.

No. 17. *Oojumlall Hukumchund,* aged 38 years; caste, Wanea; occupation, Gumashta; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Knows the prisoner at the bar, Heeralall; they are neighbours, living in the same pole; not more than acquaintances.

Question by the Prisoner.] Did you come to see Gella Bhanjee, when he was attacked with hydrophobia?—*Answer.* Yes, last year in Bhadrapud Vud; the date I don't recollect; I went down to see him at about eight o'clock.

How long did you remain, and did you see me there?—Till two o'clock; I saw Heeralal there, and he came back to his house at the same time I did.

Did you know the deceased well?—I was not intimate with the deceased, Gella; I went to his house because he was brother-in-law to Heeralall, and my master is related to Heeralall.

Who were at Ghella's house when you went there?—The foujdar, and tallapunk, and some hukeems.

[Prisoner having no more questions to ask, witness retires.

No. 18. *Tulluckchund Himutram,* aged 62 years; caste, Wania; occupation, Goomasta; Inhabitant of Ahmedabad; deposes, as follows, on solemn Affirmation, after having been duly admonished:

Knows the prisoner; they live in the same pole; deponent's master, Tamul Beehur, is intimate with Heeralall, and therefore he knows him.

Question by the Prisoner.] Did you come and see Gella Bhanjee at the time he was under hydrophobia; relate the circumstances?—*Answer.* Yes, in Badrapud Vud; I do not remember the date; I was sitting on my "ottla," when I heard that the deceased had been attacked with hydrophobia, and that the foujdar had gone there; I went there also immediately.

How long did you remain there, and did you see me there?—Till about two o'clock; I saw Heeralall there; he remained there as long as I did.

By the Court.] When did Gella die?—He died next day, in the evening.

What induced you to go to his house, and to remain so long?—Because the foujdar was brother-in-law of the deceased, and is also a relation of my master, and as we live in the same pole, I went. I was in friendship also with Gella; I remained to see if the deceased would become easier.

How far was Gella's house from the foujdar?—By the carriage road more than a quarter a coss, by the foot road somewhat less.

How do you remember all these circumstances?—It was a particular season of the year, and I remember the day.

[Prisoner having no more questions to ask, witness retires.

The prisoner is asked what more he has to say in his defence.

No. 19. He presents a very long paper in his defence, which he wishes to be read and recorded, which is accordingly done.

In it, he urges, that on the day he is represented by the prosecutor to have taken the bribe of 50 rupees from him, he was in the house of his brother-in-law Bhanjee, who was then

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the dying from hydrophobia; that he had proved this from the evidence, and that the exact time of the death of the deceased would be ascertained on reference to the register of deaths and births kept by the magistrate, &c.

The Court having called for the present acting foujdar, Soonyram Gungalam, and the register book,

The Court finds in the latter an entry under date 26th September 1848, corresponding with Bradrapud Vud 14, of the death of Gella Bhanjee, from hydrophobia.

No. 20.

Soorujram Gungarum, aged 53 years; caste, Nagur, acting Foujdar of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Deaths and births; that these entries are made as they occur, till the office is closed; those that occur after are entered next day; and that it appears from the entry that Gella had died the night before; namely, on the 25th September 1848.

[Prisoner having no questions to ask, witness retires.

No. 21.

Recorded Extract from Register.

The case is here closed, and the Court proceeds to record its Finding.

The prisoner is charged with having taken a bribe of 50 rupees from Lalloo Rajaram on the 12th Bhadrapud Vud, and pleads "Not guilty."

The prosecutor's story is, that he had been taken upon suspicion of having received stolen property, and that a pair of bangles of his were seized; that he represented that the bangles were his own, but that no attention was paid to him, and that he promised to give 50 rupees to the foujdar, through one Kawal, to obtain his release; and that some 11 days after he paid the money to the foujdar, and that one Munsook accompanied him at the time he went to pay the money, which he did at the "della" which he (foujdar) occasionally inhabits. At about 10 or 11 o'clock on the 12th Bhadrapud Vud, the same day, he got it from Nalchund, his father's banker, by order of his father; all of which transactions appear duly entered in his accounts.

The prisoner pleads an "alibi," and produces five witnesses to support his assertion.

The Court, as will be seen by the depositions, has taken much trouble to arrive at the truth in this case, and viewing the evidence on both sides, is of opinion that the charge is false.

It does not appear necessary, therefore, to go fully into the case, but merely to notice a few leading points.

The prosecutor says that he went to the cutcherry where the fowjdar was at three o'clock; that he declared the articles seized were his property, and named two witnesses to prove this; that the fowjdar immediately sent for these witnesses; yet the prosecutor does not await their examination, but offers a bribe to get away, which he says was accepted through one "Kowol," and that he was released on giving security in the amount of 200 rupees.

The prisoner rightly asks what difficulty would there have been in his applying to him after the arrival of his witnesses, and that he might have done so when brought up to furnish security if he had no other opportunity; and it appears certainly to the Court that there was no occasion for the bribe being offered; the prosecutor knows that the property he was accused of stealing was his own, and that his witnesses could prove it, yet he offers a bribe to get away without awaiting their examination.

The offer was made the same day he was released, namely, 13 September 1848, and he paid the bribe on the 25th, having, by consent of his father, obtained the money from their banker.

The Court is satisfied of the correctness of the entries both in Najaram's books and in the banker's; the items are put down distinctly on the 12th Bhadrapud Vud, but there is no direct evidence of the payment to the fowjdar, except the prosecutor's own assertions. The Court is of opinion that the prosecutor got the money, but appropriated it to himself; for in no way could it be more distinctly proved that he did not pay it to the prisoner on the day and at the place he asserts he did, than by the fact which the prisoner has established, that he had never been at that place during that day.

It is shown that on that day the prisoner's brother-in-law was taken ill of hydrophobia, and died next day, and that the prisoner attended him from the time he was called on the Sunday morning till 3 o'clock, p.m.; five witnesses depose to this, and there is no doubt or occasion for disbelieving them; it is but natural that the prisoner would so have done. The prisoner states that on the morning he went to the cutcherry for a short time to report the matter, and it is shown from the register of births and deaths that the prisoner's brother-in-law died the same day.

The Court does not consider it necessary to add more, and acquits the prisoner of the charge, but he is not discharged, as there is another case against him at present before the Court.

[Adjourned.

(signed) *A. Spens*, Session Judge.

(True extracts.)

(signed) A. Spens, Session Judge.

Case of Heeralal Govindbun, Foujdar of Ahmedabad.

EXTRACT from the Proceedings held before *Archibald Spens*, Esq., Session Judge of the Zillah of Ahmedabad and its Dependencies.

Friday, 27 July 1849.

THE Shastree is present, the Cazee absent, according to custom. The Court resumes its sittings, and proceeds with the trial of Case No. 78 of 1849.

Read and recorded, the papers and proceedings received from the Magistrate of Ahmedabad, Mr. Bettington, in the case of the following prisoner, who is placed at the bar.

Heeralall Gordhundass, aged 39 years; caste, Wania; occupation, holding lately the situation of Police Umildar (Fowjdar) of the City of Ahmedabad, and an Inhabitant of Ahmedabad.

Charged with bribery, in having on and between 12 Shood Magsur to Chytur Vud Amas, Sumut 1904, corresponding with 19th December 1847 to 3d May 1848, as police umildar (fowjdar) of the city of Ahmedabad, abused the authority vested in him, and received as a bribe from Muneedhur Gopaljee and Oopindra Gopaljee, khutrees, the sum of 1,400 rupees in ready cash and a gold neck ornament valued at 300 rupees, making a total of 1,700 rupees, under the pretence of assisting the said Muneedhur and Oopindra Gopaljee in the settlement of their affairs.

The prisoner pleads "Not guilty."

The prosecution commences.

No. 1. Read and recorded, vakulutnamah, entered in the name of Beehur Dhunjee.

No. 2. *Muneedhur Gopaljee*, aged 30 years; caste, Katree; occupation, Manufacturer of Kinkubs, &c. Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Deponent had a quarrel with his cousin, Balmoo Chund, and others, the sons of his uncle, Jumnadass, and with Lalloo Jey Kissindass, the son of another uncle, regarding the estate of their grandfather, Nagur Bhugent. This quarrel had been going on since the death of deponent's father in Summut 1900; and in the month Margsur, last year, his brother, Oopindra, having heard that their opponents had gone to complain to the foujdar in the matter, sent their nephews, Nugindass and Munsook, to the foujdar, on the same account; when they came back, they said that the foujdar had threatened them, and said that he would make them deliver up the property in dispute, which was at that time in their (deponent and his brother's) possession, but that if they gave him 1,000 rupees, it should remain with them. Deponent then agreed to give 900 rupees; at this time deponent was in Baroda, but heard from his brother and others what had taken place, and that his brother Oopindra had taken up 900 rupees in his name, and had sent Nugindass to get the money from Wurrybhookun Damoodur; that he and Humsook Hergovind and Nuginlall Ootumram took the money to the foujdar's house, and gave it to him; the above deponent heard, by letter from his brother, and a few days after he came himself to Ahmedabad.

Besides the above, one day in the month Falgoon, all his relations rose up against him, on the same account, at which time deponent met one Pranshunkur Hurreeram, a Brahmin, a shrewd man, whom people employ when in such difficulties; deponent asked his advice; he said that money would be required; deponent said that he would borrow money and give it. Deponent had told Pranshunkur Hurreeram that his brother had already given 900 rupees, and Pranshunkur said that it would be better not to take up the money from a third person, but to pledge something, and out of the money raised, pay some money to the foujdar and purchase a stamp paper, to enter a civil suit, if necessary. Deponent then agreed to give two boxes containing silk, valued at about 1,200 rupees, and Pranshunkur sent a man of his, named Kesresing, to his house, where the two boxes were put into Pranshunkur Hurreeram's cart, and taken to his house. The following day deponent went to Pranshunkur's house, who told deponent that he had pledged the silk with Bhuggoobhaee Premchund, and obtained 750 rupees, 500 of which he had given to the foujdar, and had kept rupees 250 to purchase a stamp, and that if required, more money would be advanced on the same property. Some two or three days after, deponent went to the foujdar's house with Pranshunkur and Oopindra, and Nuginlall and Munsook, and he (the foujdar) then acknowledged the receipt of the above 500 rupees. Deponent's brother and Pranshunkur went inside, and the foujdar told this to them; deponent also heard as he was outside, and Munsook and Nuginlall were with him; deponent remained outside at the suggestion of Pransunker. A few days after this occurred, the foujdar came to deponent's house, and said that the quarrel had arisen to a great height, and demanded more money, otherwise that he would go away and leave the matter as it was. Deponent represented that he had already paid much money, and had no more; then the foujdar said, "Give something," and deponent gave him a gold necklace he was then wearing; the foujdar asked for it, and therefore he gave it; he feared losing his case, and was moreover oppressed and afraid, and therefore took off the necklace and gave it at this time; many people were present, among them, Oopindra and Nuginlall, and Munsook and Umuchund, and Purvoojee Bugwow; the necklace was worth 300 rupees; the foujdar then went away, and deponent remained in possession of his property. An entry of the sum 300 rupees is made in the books of the firm, and it will be found entered also in the accounts of Wurajbaokur Damodur; the entry of the 900 rupees in deponent's books is dated Marzsur Shood 12th. The prisoner before the Court is Heeralall, the same person who was foujdar at the time. There is no entry regarding

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-garding the two boxes of silk in deponent's books; an entry regarding them will appear in the books of Bhuggoobhae Premchund. Deponent explains, that in the above statement, where he has used the word "Hum," or I; or me (translated by the Court, "deponent"), that he meant himself and his brother Oopindra, who he considered as one in the matter; he was at Baroda at the time; the same applies to his statement made before the magistrate; he is unused to appear before a court, and did not know better.

Question by the Prisoner.] When did your quarrel come into the kutcherry?—*Answer.* In the month of Falgoon, last year.

Did you come yourself to complain?—Yes, I went with my brother.

Did I take you before Dr. Sproule, assistant magistrate, about the family quarrel?—Did you not take me before Dr. Sproule.

Were any of your people brought before me at the time?—I do not recollect.

Did I not tell you and your relation to settle the dispute among yourselves, or to go into the civil court; and were not some depositions taken in your house, and security taken from some of you?—I remember giving a deposition, but I do not recollect anything done about it.

At the time you say you gave me the necklace, was not Gundadass Vakeel, and Pransunker, and Gungaram Hurrachund present?—I do not recollect.

Were any carcoons and peons present?—Yes, both were present; the carcoons were engaged in writing.

How did your dispute end in your office?—Seeing no chance of getting justice, and having spent much money, I came to an understanding with my opponents.

Did you lay a plaint in the Adawlut?—Yes.

Was it before or after your intercourse with me?—I do not recollect.

How was your case decided in Court?—The petition was withdrawn.

How many of your family were brought up for assault?—I don't recollect.

If you paid bribes and got no advantage, why did you not complain to the Judicial Commissioner, or Judge, or Magistrate?—Because, if I had, I could not have afterwards remained in the country.

How does it happen that you have since brought a complaint?—Because the magistrate sent for me, and I told everything to him, as I have stated before.

[Prisoner having no more questions to ask, witness retires.

No. 3.

Read and recorded extract from the account-books of the firm of Nageur Bhugat, for Sumnut 1904 (A.D. 1848).

"Nine hundred rupees, Shah Heeralal Gordhundass, foujdar, paid Margsur Shood, 12th Sunday.

"Nine hundred Bombay currency, ready cash, charged to my house."

The account-book produced in Court, and compared with the above extract.

No. 4.

Oopindra Gopaljee, aged 32 years; caste, Khatree; occupation, Manufacturer of Kinkobs, &c.; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Is elder brother of last witness, Muneedhur; they are partners, and live together; deponent does not mix much with the world, and therefore when the magistrate called them, his brother went. In the month of Magsur last they had a great family quarrel; deponent heard that his opponents had complained to the foujdar; deponent sent Nuginlall and Munsook in consequence to the foujdar, to endeavour to make some arrangements; on their return they said that the foujdar has threatened them, and told them that they should not remain in possession of the property of their grandfather, Nagur Bhugut, but if they gave him 1,000 rupees it would alter the case. Deponent agreed to pay 900 rupees; and a day or two after sent Nuginlall to get the money from a banker, named Wurujbhookun Damoodhur which he did; and he, deponent and Munsook, went together at about 8 or 9 o'clock at night, to the foujdar's house, which is above the "della" (stable); the foujdar was there, and two or three persons with him; he beckoned them to go away; he also told deponent to make Munsook and Nuginlall remain at a distance; they therefore remained standing on the stairs, and deponent counted out and gave the 900 rupees to the foujdar; Munsook and Nuginlall were within sight; after this, deponent went home, and he wrote the transaction in his account-book, also crediting the amount to Wurujbookundass. After this, in the month Falgoon, again heard of his cousins' rising up against him, and deponent applied to one Pransunker, a clever man; the deponent's brother, Muneedhur, and Nuginlall and Munsook went to consult him; they came back saying that the foujdar wanted something more, and that the money was required for stamp-paper; they then agreed to give two boxes of silk, and the same evening Kisresing came to his house with a cart and took them away; the two boxes contained silk worth about 1,000 rupees. A few days after this, Muneedhur, and Nuginlall and Munsook went again to Pransunker, who said that it would be necessary to give the foujdar 500 rupees, and 250 rupees would be required for a stamp, and that therefore he had taken up that amount on the security of the silk, and had written out their petition on the stamped paper; he then took deponent and Muneedhur, and Nuginlall and Munsook to the foujdar, and introduced deponent alone to the foujdar, the others remaining outside; deponent explaining their case to the foujdar, and Pransunker begged him to make some arrangements for their remaining in possession of their property; and he asked the question of the foujdar whether he had received the 500 rupees, and he answered, yes, that he had received it. Again, five or six days after this, their opponents came

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to their house, the foujdar also came there, having been called there by Nuginlall, and took down some depositions. At this time the foujdar threatened deponent, and said that the property would go out of his possession; that he would go away and leave matters as they were, unless something was given him. They taking into consideration that if the foujdar acted so, their party would be sufferers, Muneedhur took off a gold necklace he was then wearing, and gave it to him (foujdar); after this they were left in possession of the house and property, and their opponents were sent away. The prisoner before the Court is the same foujdar.

Question by Prisoner.] When did you first complain before me?—*Answer.* In the month Falgoon last year.

Did I come to your house and take security from you and others regarding your family? —I don't recollect exactly what took place, but security was taken from me.

What arrangement did I make?—I kept possession of the shop, which was the most important part of the business; the house was in our possession, and our uncle's wife also lived in it.

Whether did you enter a civil suit, or apply to me first?—I made the petition in the civil suit by your advice.

How did the suit terminate?—In a razeenamah.

How did the proceedings before terminate?—Also by a razeenamah.

When you found that you obtained no advantage from giving bribes, how was it you did not complain to the Judicial Commissioner, or Session Judge, or others?—From fear of the consequences.

Did you give the bribe with a view to obtaining benefit, or from fear?—From both.

Why have you now complained?—My brother knows; the sirkar called him and he went.

At the time of the disturbance before your house, were Gungadass Vakul, Goolab Chund Amrootlal there?—A great crowd had assembled; I therefore cannot say who were there.

Were your opponents there?—Yes; they were outside.

Were there carcoons and peons?—I was "Gabra," and did not notice what persons were there.

[Prisoner having no questions to ask, witness retires.

No. 5.

Nugindass Ootumram, aged 24 years; caste, Khatree; occupation, Manufacturer of Kincob; Inhabitant of Ahmedabad; deposes on solemn Affirmation, after having been duly admonished:

Is nephew of Muneedhur, deponent's mother being his sister. Here was a dispute between Muneedhur and Oopindra, on the one side, and Balmoocund and others, regarding their property; deponent had no connexion with the quarrel; last year in the month Margsur, deponent heard that the opponents of his uncle had made a disturbance and had given a sum of money, 625 rupees, to the foujdar; at this time Muneedhur was in Baroda; deponent therefore informed Oopindra, who desired deponent and his cousin, Munsook, to go to the foujdar and make some arrangement to secure their rights; they went to the foujdar, who was then in the house above the "della," and asked him if he would assist their uncle, and not oppose him; he answered, their opponents had agreed to pay him 625 rupees, and that if deponent's uncle would give more he should remain undisturbed; he then said he would take 1,000 rupees. Deponent then agreed for 900 rupees, on condition that his uncle should not be disturbed, but remain in possession of his property; deponent and Munsook then went home, and told their uncle Oopindra what they had done, and he agreed to give the money two or three days after. Oopindra sent deponent to get the 900 rupees (Company's), and the same night deponent and Oopindra and Munsook went at about 8 o'clock to the foujdar's house at the "della." Deponent carried the money; the foujdar was in the room or hall above the "della" (stable); two men were seated with him, who retired on deponent's going in; deponent gave the bag of rupees into the hands of his uncle Oopindra, and the foujdar desired deponent and Munsook to go outside; they went outside the room and remained standing on the stairs, Oopindra then counted out the 900 rupees to the foujdar; deponent and Munsook saw this from where they were standing. Oopindra afterwards came out, and they returned home.

About three months after this, in the month Falgoon, all the opponents of deponent's uncle in the family dispute came and made a disturbance before the house, and hearing that they had come there at the instigation of the foujdar, deponent and his uncle Muneedhur, who had just returned from Baroda, went to consult Pransunker, who was well acquainted with all their affairs, and begged him to make some arrangements to keep the property in their possession. Pransunker said that without money nothing could be done; they answered that they would get money from a banker; Pransunker answered that having already given 900 rupees in that manner, it was known to the whole city, and it would be better to bring some goods; they then agreed to give two boxes of silk, and having returned, they told this to Oopindar, and two days after Kessresing brought a cart to the house, and deponent's uncle made over to him the two boxes containing the silk. Kessresing is a friend of Pransunker and had been sent by him. The following day deponent went to Pransunker's house, who said that he had pledged the silk in the house of Bhuggoo Bhaee Premchund, and would get the money; that 500 rupees was wanted for the foujdar, and 250 rupees for a stamp; a day or two after Pransunker showed the stamped paper, he had purchased in value 250 rupees to the foujdar, and desired them to go and obtain his acknow-

ledgment,

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ledgment. Deponent and Muneedhur, and Oopindra and Munsook, went with Pransunkur, in the evening at 8 o'clock to the foujdar to his " della;" he was sitting in the yard below; Pransunker went with Oopindra to the foujdar, and the foujdar and the other remained at the door; the foujdar told Oopindra that he had received the 500 rupees, and Oopindra said he hoped that the foujdar would not send any more sepoys to him, and that he would allow him to remain in undisturbed possession of his property, to which the foujdar assented. Deponent and those with him were at this time within hearing; they then returned home, and five or six days after all the opposite party in the quarrel came to make a disturbance at the house and shop. At about 10 o'clock deponent went at once to inform the foujdar, who took deponent to Dr. Sproule, the assistant magistrate, where also the opposite party came; the assistant magistrate gave the order that the property was to remain in possession of the parties who then held it, and that security should be taken from both parties to keep the peace; the foujdar and all then came to the house of deponent's uncle, where the opposing party had also come. The foujdar then took some depositions and opened the room, which the opposing party had caused to be locked up, and give it in possession of deponent's uncle, and bound over nine or ten persons in securities to keep the peace. The foujdar recommended both parties to settle their dispute by a punchayet, but the opposite party would not agree; the foujdar then said that he would go away and leave matters as they were, and threatened to give possession to the opposite party unless something more was given, in which case he would place a guard of sepoys, and keep them in possession. The foujdar addressed this to Muneedhur, who replied that he had no money, but had a gold necklace, which he gave to the foujdar; it was in five rows and was worth 300 rupees; the foujdar was seated in the yard, " chowk;" most of the other people were outside; deponent and Munsook, and Purvoojee and Umuchund were inside. Purvoojee and Umuchund are in the employment of deponent's uncle. The foujdar then placed two sepoys and went away, and the opposing party remained sitting on the " oatla" (seat before the house), and in the evening he again entered the house, and according to instructions received from the foujdar that if they made any more disturbance the police sepoy should be called. Deponent went to the chowkee and brought some sepoys, and the disturbers were sent away; at length, after all this, the disputes were settled by a razeenama. The prisoner before the Court is the same foujdar; the foujdar demanded the gold necklace, and therefore it was given to him.

Question by Prisoner.] At different times you say you came to me at the " della;" were there not sepoys there?—*Answer*. Yes.

Did you live with your uncle Muneedhur and Ooopindra?—Yes.

When was the complaint brought before me?—In the month of Falgoon.

At the time you came with Pransunker and Oopindra, why did you, as you appear to be acquainted with all the particulars of the case, remain outside?—Because Pransunker said there was no need for my going in.

Does your uncle keep regular books?—He keeps account-book of the firm; I cannot say whether he keeps private accounts.

At the time you say Muneedhur gave the necklace, was Gungadass and Pransunker, &c. present?—There were many persons collected, and I do not recollect who came there. Gungadass was there at first; I did not see him after.

Were these men shown any account of the property under dispute, which was locked up in a room of the house?—I cannot say.

Why was a complaint brought into the Adawlut?—A suit was brought to prevent Balmoocund, Jemadars, and others, from interfering.

Was Balmoocund among the disturbers?—I don't know.

Prisoner having no more questions to ask, witness retires.

Owing to the lateness of the hour, the Court adjourns.

(signed) *A. Spens*, Session Judge.

Saturday, 28 July 1849.

The law officers are present.

The Court resumes its sittings, and case No. 78 of 1849, postponed on the 27th instant, is proceeded with.

The prisoner, *Heeralall Gordhundass*, is placed at the bar.

Evidence for the prosecution continued.

Munsook Hurgovind, aged 24 years; caste, Kutree; occupation, Weaver of Kurkhob; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished: **No. 6.**

The prosecutor Muneedhur and Oopindra are deponent's maternal uncles. In the month Margsur last year, there was a family quarrel about some property between Balmoocund and others on the one side, and deponent's uncle, the latter having heard that the other party had applied to the foujdar. Deponent and Nugindass were sent by Oopindra to the foujdar. They asked for the foujdar's protection, and he said that he did not think that deponent's uncles would be allowed to remain in possession of their property, and thus threatened

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threatened them, till at length they agreed to pay 900 rupees, the foujdar having demanded 1,000 rupees; they sent back Oopindra, who agreed to what had been done, and the second or third day following, Oopindra desired Nugindass to go and get the 900 rupees from Wurujbhookun Damodur, which he did; and in the evening, about eight o'clock, deponent and Nugindass and Oopindra took the money in a bag to the foujdar's. Nugindass carried the bag; they went to the dwelling above the "dhella," and found the foujdar seated with two or three men, who retired. Nugindass made over the bag to Oopindra, and the foujdar desired deponent and Nugindass to go out, and they remained on the steps. Oopindra counted out the money to the foujdar; deponent and Nugindass saw this. They then returned home.

Corroborates the statement made by Muneedhur and Oopindra regarding the two boxes of silk, and the payment of the 500 rupees, raised by pledging it with Bhuggoobhaee Premchund.

Corroborates, also, the statement made by Muneedhur and confirmed by the other witnesses, regarding the delivery of the gold necklace.

Deposes, further, that he had heard that Balmoocund and that party, had given 625 rupees. Cannot say what particular person told him this; it was commonly rumoured, and also that Balmoocund had said that he had arranged everything with the foujdar.

Question by Prisoner.] At the time you say the sum of 900 and 500 rupees were paid to me, had any complaint been brought before me as foujdar?—*Answer.* No complaint had been laid, but there had been a family quarrel.

Do you know who the two men were, who you say you saw with me when you brought the 900 rupees?—No, I did not; it was night, and I did not observe them.

Were there any sepoys on guard?—Yes; but they made no objection to our entering.

Do your uncles keep accounts, and what is their trade?—Yes, they do; by trade they are manufacturers of kinkhab.

Why did Muneedhur go to Baroda?—He goes there to sell kinkob.

Did your uncle obtain any benefit in consequence of having paid 1,400 rupees?—Matters remained as they were, and no advantage was obtained.

Did you tender complaint on this account to the magistrate?—I do not know.

Did your uncle make a petition in the Adawlut?—Yes.

On what account?—I cannot say exactly on what account; it may have been on account of the family dispute.

Were the parties opposed to your uncles present at the time the crowd came before their house?—Yes, and many people besides.

How did the case in the Adawlut terminate?—In a razeenamah.

Did your uncle complain to the magistrate, session judge, or judicial commissioner, when they obtained no advantage, after having paid so much for it?—I never heard that they did so.

[Prisoner having no more questions to ask, witness retires.

No. 7. *Umeerchund Nagardass*, aged 35 years caste, Coonbee; occupation, a Weaver of "Kinkob;" Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Deponent is acquainted with Munudhur and Oopindra; has dealings with them; disposes of the kinkhob for them, &c. Remembers the occasion of the foujdar coming to their house one day, when there was a disturbance there; it happened 10 or 11 months ago; deponent went there to purchase gold-thread. The foujdar and Muneedhur were standing in the court-yard. Munsook and Nugindass and Purvoodass were there, and Oopindra. Deponent saw Muneedhur giving a gold necklace into the foujdar's hand, at which time observing deponent, he asked why he had come there. Deponent answered that he had come to purchase gold thread. He then ordered deponent to depart, and he accordingly went home. The necklace, he supposes, was given on account of the family quarrel, which was under investigation before the foujdar.

Question by Prisoner.] How long have you been in the habit of going to their house, and were you in their pay?—*Answer.* I have been going to their house these 15 years, and for the last two months have received no pay from them.

Why did you want gold-thread?—For weaving into cloth.

[Prisoner having no more questions to ask, witness retires.

No. 8. *Purvoodass Bhugwandass*, aged 58 years; caste, Khatree; occupation, Weaver; Inhabitant of Ahmedabad; deposes as follows, on solemn Affirmation, after having been duly admonished:

Is goomashta in the service of Muneedhur and Oopindra, in the kinkabe trade.

Corroborates the statement made by Umeerchund Nagurdass regarding the delivery of the gold necklace. Was present at the time, having come down from his work when the disturbance took place.

Question by Prisoner.] How long have you been gomashta?—*Answer.* About 20 years.

Where did you meet Umeechund?—He came from without.

[Prisoner having no more questions to ask, witness retires.

Treekundass

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No. 9.

Treekundass Lakmeedas, aged 38 years; caste, Wanee; occupation, Goomashta; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

Is goomashta in the firm of Wurujhookun Damoodur; there is an account entered in his master's books in the name of Gopaldass Nagurdass, deceased, whose business is now carried on by his sons, Muneedhur and Oopindra and Chemunlal. In page 108 there is an entry of 900 rupees Bombay, equal to *Rs.* 877. 8. sicca currency, on their account, which money was taken by Nugindass, on the 12th Margshur Shood, Sumvut 1904, corresponding with 19th November 1848. Deponent ordered the money to be given to him, but does not know on what account it was required. No written order was brought. Transactions to this amount have before taken place.

[Prisoner having no questions to ask, witness retires.

No. 10.

Read and recorded the following extract from the account-books of Wurujbhookun Damodur, for the year Sumvut 1904:

"*Rs.* 877. 8. sicca currency, on account of Gopaldass Nagurdass, dated Margur Shood 12, Sunday, in favour of Nugindass, who took it, equal to 900 rupees Bombay currency, at the rate of 97. 8."—Page 108, in the ready cash book.

Original produced in court, and compared with the above.

No. 11.

Pransunker Hurreeram, aged 62 years; caste, Nagur; of no occupation at present; formerly was a Shroff; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

Is acquainted with Muneedhur and Oopindra. Knows of the dispute in their family. He and others were members of the punchayet, which arranged the matter. The parties had previously complained to the magistrate, in a case of assault, and also had entered a suit in the Adawlut. Does not know whether they complained in any other quarter. In the month of Mah or Falgoon last year, Muneedhur and Oopindra came to him to consult him. Deponent recommended them to go to the Adawlut; there was a great difference afterwards between them, and they complained in the Adawlut. Deponent does not recollect whether he obtained the stamped paper for them. Muneedhur one day said that the foujdar was coming to his house regarding the dispute, and that, as security might be required, he begged deponent to come there, which he did; the foujdar shortly after came there; a thousand people were assembled there; among them Gungadass; he did not come with deponent, but deponent mentioned his name because he was one of the punchayet who were named to settle the dispute. The foujdar took security from both parties; did not apply to them till about a month; after this no boxes of silk were brought to his house by Kesresing from the house of Muneedhur. Deponent recommended Muneedhur to complain in the Adawlut about the family dispute; Muneedhur said money would be required, about 1,000 rupees, and asked deponent to obtain it for him; deponent said money was scarce, and that it would be better if some goods were pledged; Muneedhur said he had two boxes of silk, containing about 39 bundles; deponent said to Kesresing to raise the money on the security of the silk; Kesresing got the money, about 800 or 900 rupees, from a shroff named Bhuggoobhaee; this Kesresing and Muneedhur both told deponent; from that amount a paper of the value of 250 rupees was purchased; deponent does not know what became of the rest of the money; did not at any time go to the foujdar regarding this family dispute; Muneedhur told deponent that he had, by mistake, told the magistrate that he had paid the foujdar 500 rupees through him; deponent told him that he had said what was false, but that he, deponent, had informed the magistrate of the truth; all the party have since taken his name, but what deponent has now stated is the truth; never recommended the complainants to bribe the foujdar; never went with them to the foujdar's house at any time, and did not know that they had complained to him.

Question by the Prisoner.] Were you security on behalf of the complainants?—*Answer.* Yes, on behalf of one of them; I forget which.

Did you leave the house at the time of the disturbance before or after me?—I left the place after you did.

[Prisoner having no more questions to ask, witness retires.

No. 12.

Kesresing Jetha, aged 48 years; caste, Wania; occupation, Trader; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

Is acquainted with the complainants, Muneedhur and Oopindra Gopaljee. Last year, in the month of Falgoon, deponent was sitting in front of Pran Sunker's house, he having called him there; Muneedhur and Oopindra and others were seated there; Pran Sunker said that these people wanted to raise money on some silk; deponent agreed, and Muneedhur told deponent to come next day and he would deliver the silk to him; the next day deponent went for the silk; Muneedhur pointed out two boxes; the silk was taken out and made into two bundles; Muneedhur told deponent to go to his metta, and that he would bring the silk there, which he did, and Muneedhur brought the silk there on two coolies; he said the silk was worth 1,000 rupees, and that he expected to get 800 or 900 rupees on it; after this time deponent got 350 rupees, which he offered to Muneedhur, saying that he would get

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get the remainder in two or three days, but Muneedhur would not receive it, saying that he would take all at once; two or three days after, deponent got 450 rupees more, total 800 rupees, and gave it to Chemunlal, a brother of the complainant, on his coming to ask for it; Chemunlal at this time said that he had to purchase stamped paper, and had also to pay the foujdar in the matter of the family dispute; deponent did not tell Pran Sunker what had taken place; deponent did not take the silk away in a cart from Muneedhur's house; deponent did not give any of the money raised on the silk to Pran Sunker.

Question by Prisoner.] Were you at the house of complainants at the time of the disturbance, when the foujdar came there?—*Answer.* Yes I was.

Why did you go there?—Number of people had assembled before the magistrate, Dr. Sproule, and were going thence to the house, and I went with them.

Where you security for anybody at the time?—Yes; for one of the complaints.

Where was I sitting at the time?—The foujdar was sitting on the ottla outside the house.

By the Court.] How long did you remain there?—From about 8 o'clock till 12 o'clock.

Did the foujdar remain seated there all the time?—Yes; he once went away up-stairs to look at the chopra and remained absent about a gurree.

[Prisoner having no more questions to ask, witness retires.

No. 13. *Bhuggoobhaee Premchund,* aged 30 years; caste, Wania; occupation, Shroff; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

Does not know Muneedhur and Oopindra; knows Kesresing; in Falgoon last year he (Kesresing) deposited two boxes of silk at his house, and got 800 rupees, which he entered in deponent's books, at page 101, in Kesresing's name; he got 350 rupees on the 7th, and 450 rupees on the 9th Falgoon Wud; deponent does not know on what account he wanted the money.

[Prisoner having no questions to ask, witness retires.

No. 14. Read and recorded extract from the account-books of Bhuggoobhae Premchund.

"To Kesrising Jetha,
800 rupees from day-book, page 225; month Falgoon.
350 rupees, 7th Vud (Sunday); 450 rupees, 9th Vud (Tuesday.)"

No. 15. *Chemunlall Gopaljee,* aged 33 years; caste, Khatree; occupation, dealer in Kinkob; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation:

Is brother of Muneedhur and Oopindra; Muneedhur told him that Kesresing had taken away two boxes of silk; Kesresing never gave a rupee to deponent of the money he had raised by pledging them to Bhuggoobhae. Deponent does not know what he did with it; his brother, Muneedhur, said that 500 rupees of it had been given to Pranshunker to give to the foujdar.

[Prisoner having no questions to ask, witness retires.

It having been stated on these proceedings that the opponent of the prosecutors in this case had also offered a bribe of 625 rupees to the foujdar, and that in consequence of this Oopindra and others had gone to the foujdar, the Court considered it necessary to inquire into this point, and having communicated with the magistrate, the following witness was forwarded.

No. 16. *Gunsham Vishnoodass,* aged 38 years; caste, Khatree; occupation, a Weaver of Kinkob; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

The complainants, Muneedhur and Oopindra, are his cousins; they had a family quarrel about division of property; deponent, Balmoocund, and Kissundass against the complainants; the quarrel commenced in Margsur or Posh last year, and continued till Falgoon or Chytru; deponent and his brother complained to the foujdar. One day in Margsur or Posh, Gella Bhanjee, a brother-in-law of the foujdar, came to deponent's house; deponent told him of the dispute, and asked him to make some arrangement with the foujdar, and agreed to give 625 rupees; he gave 125 rupees in gold and 500 rupees in money; the money was in the house; after this, in Chytur month, about four months, Gella gave back the money, saying he could do nothing, for that he and the foujdar had quarrelled; he got the money in the same state he gave it. Gella has since died. Nothing was done by the foujdar, but the parties have since agreed and passed a razeenamah; nobody was present when the money was paid, or when returned; does not know whether the foujdar was ever aware that he had paid Gella the money.

[Prisoner having no questions to ask, witness retires.

The prisoner begs for time to prepare his defence.

He is informed that he will be allowed till Monday, and that if he wishes to call any witnesses he must name them now, that otherwise no further delay will be admitted on that account.

The

The prisoner names the following persons, who he wishes to be called in his defence: Goolabchund Hurrukchund, Jumnadass Bechur, Buggoo Munchachund, Umbullal Assaram, who, he says, were present when he went to the house of the complainant at the time he is said to have received the necklace.

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Summonses are accordingly issued, and the Court adjourned.

(signed) *A. Spens*, Session Judge.

Monday, 30 July 1849.

The Court proceeds with the trial of case No. 78 of 1849, postponed on the 28th instant.

The prisoner, Heeralall Gordhundass is placed at the bar.

Evidence for the prosecusion continued.

Before proceeding to take the prisoner's defence, the Court considers it advisable to record the opinion of Hemabhaee Wukutchund, and Oomabhaee Roopchund, and other leading sowcars of this city, on the correctness of the different chopdass and account-books which have been recorded in the case.

Recorded, to the effect that the books of Wurujhookun Damodhur and Bhuggoobhee Premchund are kept according to the manner in which sowcar books are usually kept, and that there are many subsequent entries in these books. That with regard to the chopras of the firm of Nagur Bhugut, produced by Muneedhur, in which the sum of 900 rupees is entered, it appears to be according to the manner in which such people keep their accounts, but the balances are not made up regularly, and it is not kept as a sowcar would keep it. No. 18

Read and recorded the Nazir's report, to the effect that the witnesses Goolabchund Hurruckchund and Buggoo Munchachund are present. That the witness, Umrutlall Assaram is not to be found, and that Jumnadass Bechur is too ill to attend.

The case for the prosecution is here closed, and the prisoner is called upon for his defence.

Read and recorded statement by the prisoner, Heeralall Gordhundass, before the magistrate, on the 20 July 1849, denying the charge and all knowledge of the matter. No. 19.

Admitted by the prisoner.

Goolabchund Hurrukchund, aged 45 years; caste, Waniah; occupation, Goomashta; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished: No. 20.

Is goomashta to Kooshall Lukhmeechund. Is acquainted with the prisoner; has known him 15 or 20 years.

Question by Prisoner.] Were you present at the house of Nagur Bhugut at the time I went there to take security from certain parties?—*Answer.* Yes; I went there after the foujdar, at the request of Balmoocund, who asked me to become his security; I left the place with the foujdar.
Did I, during that time, go aside with either of the parties?—No.
How many people were there; and who were there?—Some 50 persons were there; among them Pranshunker and Kesrising, Jetha and Umrutlall, Assaram and Bhugoobhaee Munchachund, and others.
Were the opponents of the prosecutors there?—Yes, they were.
Was there any investigation made into the dispute, and how did it terminate?—The parties brought a stamp paper and wrote out a punchayutnamah, but they fell out about it, and it was not concluded; the foujdar then took their security to keep the peace towards one another.
How is the house of the complainant situated; is there a court within?—It is an upper roomed house, and has a court within.
Where did the foujdar sit?—He was sitting on the oatla when I went there.
At what hour did you go to, and when leave the place?—I went there at nine o'clock and left it at three o'clock.
Did the foujdar remain sitting in the same spot all that time?—I went inside to write the punchayutnamah, and do not know what occurred then.
How came you to say that the foujdar never went on one side if you were inside writing?—The foujdar came inside and sat with the punchayut.
How long was the foujdar at the place before you?—I don't know.

[Prisoner having no more questions to ask, witness retires.

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No. 21. *Buggoo Munchachund*, aged 32 years; caste, Wania; occupation, Broker; Inhabitant of Ahmedabad, deposes as follows, on solemn Affirmation, after having been duly admonished:

Is acquainted with the prisoner; has known him 10 or 15 years.

Question by Prisoner.] Were you present at the disturbance which took place at the house of Nagur Bhugu't at the time I went there and took security from the parties, and how long did you remain?—*Answer*. Yes; last year, in the month Falgoon, I went at the request of Balmoocund; at about nine o'clock the foujdar came there after me; I remained there till three o'clock, and then went home after the foujdar left.

How far did you remain from me; did you see me go aside with any of the complainants?—No, I did not see you go aside with them; the foujdar sat on the oatla, but he went up into the house.

Were you in the punchayut?—No.

What were you doing there?—Nothing.

Where did the punch sit?—Up-stairs.

How long did they sit?—They sat some four ghurrees.

Was the foujdar a member?—No; but he came there to look on.

Did the foujdar take the depositions, and where?—Yes; on the oatla.

Did you never lose sight of the foujdar during the six hours you were there?—No; I followed him wherever he went.

How many people had assembled, without and within?—About 100 people outside, and 20 inside the house.

What occasion had you to follow the foujdar?—Because Balmoocund told me to do so he told me to remain there.

[Prisoner having no more questions to ask, witness retires.

The prisoner having been called upon for any further defence which he may wish to make, presents a written paper to the Court, which he states contains all that he has to say.

No. 22. The Court proceeds to read the defence entered by the prisoner, which he recorded.

No. 23 to No. 26. Read and recorded four orders of the magistrate referred to in the defence, dated 10th June, 9th and 18th July, 1849.

No. 27. Read and recorded copies of the certificates, and other correspondence in English, given by the prisoner with his defence, and which he requests may be recorded.

The prisoner having nothing further to say, the Court adjourns with a view to reconsider the evidence before recording its finding.

[Adjourned.

(signed) *A. Spens*, Session Judge.

Tuesday, 31 July 1849.

The Law Officers are present.

The Court resumes its sittings, and case No. 78 of 1849, postponed on the 30th instant, is proceeded with.

The prisoner *Heeralall Gordundass* is placed at the bar, and the Court proceeds to record its finding.

The prisoner is charged with bribery, and pleads not guilty.

The indictment includes three distinct charges, or instances in which the prisoner, who was at the time foujdar of the city of Ahmedabad, is alleged to have abused the authority vested in him and taken bribes from the prosecutors, but all for one purpose, namely to decide, or rather under pretence of deciding, in their favour a dispute they had with another branch of their family regarding the division of ancestral property.

The feud between the parties appears to have extended as far back as Sumvut 1900, (A. D. 1844,) but the matter before the Court did not commence till the month Margsur last year, at which time both parties appear to have applied to the foujdar for his assistance.

Muneedhur Gopaljee was then in Broach, where he had gone to dispose of some kinkobs, the Court will therefore, in reviewing the evidence, follow what is deposed to by his elder Oopindra with regard to the first charge, namely the payment of the (900) nine hundred rupees, and will deal with each charge separately.

Oopindra states that in the month of Margsur last year, the family quarrel had come to a great length, and having heard that their opponents had gone to seek the assistance of the foujdar, he sent his nephews (by the mother's side), Nugindas and Munsook, to him also for the same purpose; that the foujdar threatened them, and gave them to understand that they would be losers in the case unless they paid him (1,000) one thousand rupees; that his nephews agreed to pay (900) nine hundred rupees, and came back and reported what they had done, and that he having consented to pay the money sent Nugindass two or three days after to get it from their banker, "Wurufbookun Damoder," which he did, and the same evening at about eight or nine o'clock they and Munsook took the bag to the foujdar's room above the "della," (literally stable), where the money was counted out to the foujdar. He states that at the time they presented themselves before the

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the foujdar, two or three men were with him, who he desired to retire, and that he also desired that Nugindass and Munsook should remain outside, which they did, standing on the stairs, but sufficiently near both to hear and to see. That after paying the money they returned home, and the transaction was entered in the books of the firm.

The above is fully corroborated by Nugindas Ootumram and Munsook Hurgovind; it appears entered in due form and regularity in the books of the firm under date 12th Margsur Shood, Sumvut 1904, (see exhibit No. 3) as also under the same date in the books of their banker, Wurjbookun Damoder, (see exhibit No. 10.) In these entries all necessary particulars are given; the books of the banker are ponderous volumes, containing transactions for large amounts, and there is nothing to induce the Court to suspect that the entries in either of the books are fraudulent.

Previous to the next transaction occurring, Munidhur had returned from Baroda, and with regard to this item, namely, the payment of (500) five hundred rupees, through a person named Pranshunker, the Court will follow his statement, although it differs but little from that given by his brother.

He deposes to the following effect: That in the month Falgoon, about three months after the above occurrence, the feud still continuing, they thought of seeking the advice of one Pranshunker Hurreeram, a Brahmin and a shrewd man, who people resorted to on such occasions; he at once said that money was necessary; they answered that they would borrow money; Pranshunker objected to this, saying that (900) nine hundred rupees had already been given, and the circumstance had become known to the whole city, and that it would be better, instead of raising money in this way, to pledge some goods, and out of the money pay something to the foujdar, and also have enough to purchase a stamped paper to enter a civil suit, if necessary. That he (Muneedur) then agreed to give two boxes containing silk, valued at about (1,200) one thousand and two hundred rupees, and Pranshunker sent a man of his, named Kesrising, to his house for the silk; that he subsequently heard from Pranshunker that he had pledged the silk with a sowcar named Bhugoobhaee Premchund and had obtained (750) seven hundred and fifty rupees on it, (500) five hundred rupees of which he had given to the foujdar, and had kept (250) two hundred and fifty rupees to purchase a stamp, and that, if required, more money would be advanced on the same property; that after this Pranshunker took him and his brother to the foujdar's house, at which time Nugindass and Munsook went with them, and that the foujdar acknowledged the receipt of the (500) five hundred rupees to his brother Oopindra, who alone went inside with Pranshunker, but that he and Nugindass and Munsook also heard what was said from where they were standing outside, where they had remained at the suggestion of Pranshunker.

The above is corroborated by the evidence of Oopindra, Nugindass, and Munsook. Nugindass enters into more details in his relation, but all agree in all material points. The fact of the silk having been pledged by Kesrising is also shown by the books of the sowcar.

Against this there is the testimony of Pranshunker and Kesrising; the former denies having raised money on the silk, or that he ever recommended the parties to bribe the foujdar, or that he even knew that they had taken their complaint before him; he admits his acquaintance with the complainants, and that he had been consulted by them, and had recommended their going to law, and that by his direction the silk was pledged by Kesrising, but that he himself took no active part in the matter.

Kesrising deposes that he pledged the silk on account of the complainants, at the request of Pranshunker, with the sowcar, Bhugoobhaee, and received 800 rupees on it, but declares that he did not pay the money to Pranshunker, but to Chemunlal, the brother of complainants, who, at the time, said they had to purchase a stamped paper, and pay the foujdar with it; but Chemunlal denies this *in toto*, and declares that he never received a rupee of the money from Kesrising.

The Court finds therefore, with regard to the main point, viz., the delivery of the money; the complainants positively declaring that they paid the foujdar (500) five hundred rupees through Pranshunker, through whose means also the money was raised, and Pranshunker and his man, Kesrising, as strenuously denying the fact. It is for the Court to decide which side to believe, whether the testimony given by Muneedhur, Oopindra, Nugindass, and Munsook, and in addition that of Chimunlal, who declares that he never received any of the money raised on the silk from Kesrising, or that of Pranshunker, supported with regard to one material point only by his man Kesrising.

The Court finds, on the one hand, a story consistent throughout, and is quite at a loss to guess even why the complainants should have fixed upon Pranshunker, and insisted that he was the man who they had employed in the manner they allege they did, if such had not been the case; on the other hand, the Court looks upon Pranshunker as an accessory with the prisoner, and that it was of the utmost importance for him to deny what he is alleged to have said and done, and that on this ground alone his statement, and that of his man, cannot be credited in opposition to the evidence for the prosecution; but besides this, his story is scarcely consistent; he admits having been consulted by the complainants and assisting them to raise money, and there is no doubt that the money was raised through him, yet he declares that he did not know that the money had been raised till informed by Kesrising and Muneedhur, although Kesrising had obtained the money at two different times, and had kept (350) three hundred and fifty rupees of it by him for two days, because Muneedhur objected to receive in part, and Kesrising, although employed by Pranshunker, states that he did not tell Pranshunker that he had got the money. These are improbabilities

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probabilities at least, which, added to the fact that any admission on the part of Pranshunker that he was a party to giving the bribe would have placed him in a very awkward position, induces the Court at once to lay aside the evidence given by these two witnesses.

It now remains only to notice the evidence regarding the delivery of the gold necklace to the prisoner; and in this, again, the Court will follow the statement made by Muneedhur. He deposes, that a few days after the payment of the (500) five hundred rupees the foujdar came to their house to put down a disturbance which had taken place outside the house, caused by their opponents having come there, at which time the prisoner threatened to go away and leave matters as they were unless more money was paid; that he represented to the foujdar that he had already paid much money and had no more; whereon the foujdar demanded something, and at his further request, being oppressed and afraid, he gave him a gold neck ornament which he was then wearing; that he did this openly in the presence of many people, among whom were his brother Oopindra, and Nugindas, and Munsook and Umeerchur, and Purvoodass Bhugwandass.

The above statement is fully confirmed by the testimony of the witnesses named, and cannot be gainsaid by the negative evidence of the two witnesses on behalf of the defence; one of them was the person employed in writing out a razeenamah or punchayutnamah, and could not have had opportunity of continually watching the prisoner, and it is not to be supposed that during the six hours the other witness says he was there, there could have been no opportunity for the necklace being delivered unseen by him.

The defence of the prisoner consists chiefly in his impugning the evidence for the prosecution; the Court has, however, discovered no great discrepancies, no greater than could have been expected in the narrative of a true story; variations in their relations by persons in respect to unimportant circumstances are not necessarily indications of falsehood; and in the opinion of the Court a full account of all the minute transactions recorded in this trial could not have been got up with so little variation. The prisoner has stated nothing beyond general assertion, except with regard to the evidence of Pransunker and Kesrising, and the Court, for the reasons given above, does not consider their testimony as of any importance; Pranshunker was in fact *particeps criminis.*

The prisoner has begged that certain certificates as to character may be recorded, and letters to show that he had been long endeavouring to leave Ahmedabad in consequence of having brought upon himself by his upright conduct the enmity of the inhabitants; but the Court is far from following him in this argument. It appears that he had long since taken bribes, and if it is proved that he did so in the instance brought to light in these proceedings, he might have done so in 100, and the Court doubts not that he has felt himself of late years in an uncomfortable position from fear of exposure.

There is yet one point in the defence to be noticed. The prisoner states that he was sent by the magistrate of Dhundooka, and during his absence the case was got up against him *ex parte*; that he was recalled and immediately committed to take his trial before the Session Court, on three charges; that he protested against these proceedings, and demanded delay, that he might be tried by some other authority and have time to procure the aid of Mr. Howard, a barrister from Bombay, but that his prayer was not listened to.

With regard to the prisoner having been sent to Dhundooka the Court has nothing to do, but as to the rest the Court remarks, that it appears from the proceedings of the magistrate that the prisoner was confronted with his accusers, and had opportunity given of questioning them, and of entering into his defence; the prisoner was reminded of this when he made the same objections at the commencement of this trial at the time of pleading not guilty to the indictment, and informed that, without reference to the past, his case would be tried *de novo,* and that he should have every opportunity offered him of defending himself, but that the Court could not look upon his case as requiring any deviation from the usual course, and that delay could not be allowed; and the proceedings will show that the prisoner availed himself of the assistance of a vakeel and cross-examined the witnesses, and defended himself to the best of his power, and that the Court rendered him every assitance.

The Court is not of opinion that the high estimation the prisoner may formerly have been held in, can be taken into consideration as an extenuation of his present offence; the Regulations view bribery and abuse of authority as crimes of great magnitude, and lay down (7) seven years as the limit of punishment which can be awarded, and the Court considers that more decided cases could scarcely be met with than those which have now been brought against the prisoner.

The Court finds the prisoner guilty of the charge as laid in the indictment, and under the above view of the crime of which he has been convicted passes the following sentence:

That you, Heeralal Gordhundass, having been found guilty of bribery, in having on or between the 12th Margsur Shood to Chytur Wud Amas, Sumvut 1904, corresponding with 19th December 1847 to 3d May 1848, as police amildar (foujdar) of the city of Ahmedabad, abused the authority vested in you and received as a bribe from Muneedhur Gopaljee and Oopindra Gopaljee Khatree the sum of (1,400) one thousand and four hundred rupees in ready cash, and a gold neck ornament valued at (300) three hundred rupees, making a total of (1,700) one thousand and seven hundred rupees, under the pretence of assisting the said Muneedhur and Oopindra Gopaljee in the settlement of their affairs with reference to this case, and the conviction recorded against you in case No. 76, suffer five years' imprisonment, without labour.

Regulation

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Regulation XII., section 8, clause 1st, of 1827.
Issued the usual warrant to the nazir.
Wrote a letter to the magistrate.

(True extract.)
(signed) *A. Spens*, Session Judge.

No. 28.
No. 29.

Extract from the Proceedings of the Sudder Foujdaree Adawlut, dated 13 August, 17 and 24 September 1849.

Present:
Messrs. Warden, Le Geyt and Grant.

13 August 1849.

Heeralal Gordhundass.

Read the petition of Heeralal Gordhundass, by his vakeel Muyaram Dajee, representing that he applied to the session judge and magistrate of Ahmedabad to stay the investigation of the charges against him until the arrival of a lawyer from Bombay, but received no answer, and praying that the sentence of five years' imprisonment passed upon him may be annulled.

Resolution.

Report and proceedings to be called for from the session judge.

The magistrate is requested to report upon those parts of the petition which affect his department.

Precept issued to the session judge of Ahmedabad, No. 662.

Extract of the above proceedings and copy of the petition forwarded to the magistrate of Ahmedabad under the usual precept, No. 662 A.

17 September 1849.

Present;
Messrs. Warden and Grant.

Heeralal Gordhundass.

Resumed consideration of the petition of Heeralal Gordhundass, by his vakeel Muyaram Dajee, last before the Court on the 13th August 1849.

Resumed consideration of the petition of Heeralal Gordhundass a convict in the Ahmedabad jail, last before the Court on the 27th August 1849.

Read a return from the session judge of Ahmedabad, dated the 30th August 1849, to the Court's precept of the above date, forwarding papers and proceedings in the cases, Nos. 76, 77, and 78 of the Ahmedabad General Calender of 1849, together with his report, as called for.

Resolution.

Under consideration.

24 September 1849.

Present;
Messrs. Warden and Grant.

Heeralal Gordhundass.

Resumed consideration of the petition of Heeralal Gordhundass, by his vakeel Muyaram Dajee, last before the Court on the 17th September 1849.

Resumed consideration of the petition of Heeralal Gordhundass, a convict in the Ahmedabad jail, last before the Court on the 17th September 1849.

Resumed consideration of the petition of Heeralal Gordhundass, by his vakeel Muyaram Dajee, last before the Court on the 17th September 1849.

Vakeels, Mr. Howard and Muyaram Dajee, Mooktiar Maneckjee Cursetjee.

Minute recorded by *J. Warden*, Esq., Puisne Judge.

The prisoner in this case is described as having made himself so unpopular, as to have sought removal from Ahmedabad, and it may therefore be expected that he should be very wary in the execution of any act which could expose him to the vengeance of the people of the city. I attach no weight in cases of bribery to the silence of the accusers at one time, as contrasted with their vociferous complaint at another. Supposing persons to have given money as a bribe, they would through all the phases of their case, until all hope of advantage was entirely abandoned by them, remain silent, and afterwards be proportionately loud in their lamentations. Neither do I attach much weight to the equivalent for the bribe not being obvious. Natives will (particularly when they have a family feud) bribe officials without any distinct specific object in view, and simply to secure general favour.

The prisoner complains too, in this and another case in which he has been convicted, of its not being apparent how, when, where, and by whom information was laid against him, but it is a received maxim that police may act on public rumour. However much, too, I deprecate what the prisoner calls his being "deported," and in his absence information invited, I do not consider that this circumstance will emancipate the prisoner from the effects of evidence which carries home to the understanding an undoubting conviction of his guilt.

With these prefatory remarks on the general history of the case, I proceed to observe on the evidence.

In the deposition of Muneedhur, the eldest of the four brethren who depose to the facts of the bribery, hearsay is so commingled with personal knowledge of facts, as to render it difficult to distinguish one from the other, though this is the less important, as the evidence of the whole family is so harmonious on the principal features of the case, as to leave little or no doubt but that Muneedhur's story would tally with the rest. The prisoner says it was only when he pointed out that Muneedhur was at Baroda at the time when in his depositions he professes to be at Ahmedabad, that he explained that being members of

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one firm, he could speak of himself as present and acting when, in fact, he was absent; this is, at best, a lame excuse, and Muneedhur's evidence is worth nothing. Magistrates seek to advance the cause of justice by stealing a march on the accused, and taking evidence against him, either before his arrival in, or after his expulsion from the magistrate's presence; if the prisoner had been present when Muneedhur gave his evidence, he would have pointed out that a witness was speaking of what passed at Ahmedabad while he himself was at Baroda. The prisoner, in his defence before the Court, points to discrepancies in the evidence of the rest of the family and their retainers, and in addition to these, it is to be remarked, that they are directly contradicted by the only independent witness, Pranshunker, who is called a shrewd man, to whom people go when in difficulty, a general referee, and who denies the part which the family ascribe to him, namely, that of having been the medium of payment of one item of bribe; denies having seen another instance, though present on the occasion; and denies having advised pledging goods because the first bribe had become notorious, and says he so advised because money was scarce. In respect to the two other instances of bribery, by the family themselves, we are called on to believe that a person against whom every man's hand is raised received a gold necklace on the occasion of a tumult, caused by a family feud, in the presence of a crowd of the party opposed to that which was so purchasing his advocacy, and, secondly, took a bag of money from one relation after desiring the other to withdraw, one of whom, at least, was cognisant of the transaction; and yet prisoner was so careless that although he ordered their absence, he did not secure their so withdrawing as not to witness the transfer of the money to him.

Although therefore the prisoner may have been corrupt, I do not believe that he was so in the manner affirmed by the witnesses, whose story I discredit. No novice in the art of taking bribes could have acted more indiscreetly than this experienced bribe-taker is described to have done in the very face of his enemies. This conviction cannot in my opinion stand.

(signed) *J. Warden.*

No. 76.

Second Minute by *J. Warden*, Esq., Puisne Judge.

In my minute on No. 78, in which there is the same prisoner, I have made some general remarks on these charges against him of bribery, and I will now therefore merely observe that the evidence in this case, stripped of the hearsay introduced into the record, not only of the witnesses, but of the judgment also, is as follows:

The prosecutor after his release from confinement by the police authorities, on suspicion of receiving the goods of a murdered person, entered into his accounts a payment of 80 rupees, of the existence of which he had no personal knowledge, but entered it on the word of his clerk. (The account is produced). He in the presence of many persons, of whom not one is forthcoming, offered the prisoner security for his appearance, until the 20th September, the date of the alleged disbursement, when he was released; his goomasta took 80 rupees from the shop and gave it to a person, now deceased, and in whose company the goomasta went to a house (which the prisoner offered to prove, but was not allowed, was not his), when the deceased took the money up-stairs, the goomasta remaining below; the prisoner when he came down acknowledged to the goomasta that he had the money, of which acknowledgement there is no corroborative evidence, in consequence of the death of the goomasta's companion, who is supposed to have paid it; after which the prosecutor was released on security. The apprehension of the prosecutor, and his release, are proved by the magisterial records, and nothing more. The prisoner pleaded the insufficiency of this evidence for the prosecution, and remarked that the prosecutor, having been apprehended because the clothes of a murdered woman were found in his house, could not be bailed till he could clear himself of all suspicion of connexion with the murder; that the records of the case alluded to will prove that the goomashta of the prosecutor endeavoured to provide a person to claim the clothing and to clear the prosecutor, and that he was released by the order of the magistrate; and adds, what is not on the record of the trial, that while the gomashta knew of the disbursement entered in the accounts, his son professes unaccountable ignorance of it, and that he (the prisoner) undertook to prove (but was not allowed) that the prosecutor's accounts had been officially declared unworthy of trust. On which it may be remarked, that there is something not quite as open as should be in respect to this clothing, for while the gomashta pleads his master's order for his visit to the woman, for whom it is said he wished to claim it, the prosecutor denies all knowledge of such visit; that the entry in the accounts is not of the nature of corroborative evidence, for it is only a note by the prosecutor of an affair told him by the clerk, and which the clerk then told the Session Court; a record, in another shape, of one and the same evidence, but not evidence in itself; but that it did not appear that the prosecutor was released by order of the magistrate, but at the discretion of the prisoner.

The evidence recited above is not, in my opinion, sufficient to sustain the charge, which is not properly laid, as the bribe was not taken from the prosecutor, who was in confinement when it is said to have been paid, but from his goomashta, who is not alive to speak to the payment, if such ever was made.

In dismissing these cases against Heeralal, it is fair to him to state that a perusal of a third case, in which he has been acquitted, tends to the belief that the present acquittal is not the result of want of proof alone, but that the evidence has been fabricated, for in the third case alluded to we have likewise a pair of witnesses to the payment, one up-stairs, one

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one below; a pair of accounts tallying exactly, and the same murder case as the cause of the bribery. The case is, in short, what the lawyers designate "on all fours" with the cases in which a conviction has been recorded, and as the evidence is clearly fabricated in this, so it may be in those also which have now been reviewed.

(signed) *J. Warden.*

Minute recorded by *G. Grant*, Esq., Puisne Judge.

No. 78.

The evidence in this case has been so ably analysed by my colleague, Mr. Warden, that it is unnecessary for me to say more than that I concur in the view he has recorded, that it is not trustworthy; but on evidence not obnoxious to so much doubt, it would have been almost impossible to convict under the illegal proceedings in this case, and under circumstances so violently improbable as those under which the prisoner is charged with having received bribes; one in open cutcherry before numbers of persons, and all for an object which it is almost impossible to believe that the alleged givers of the bribes could have supposed that the prisoner had any power of furthering. The matter in dispute was entirely of a civil nature, which the foujdar could not influence for good or bad; he could not have either continued in possession for one hour the party occupying the house, nor have dispossessed him, nor given possession to the opposite party. The illegality of the proceedings, both in the magisterial department and in the judge's court, is very much to be regretted. It is hardly possible to conceive anything more fatal to a case than, first, removing a prisoner from the scene of his trial or investigation into charges preferred against him, and afterwards refusing to take evidence offered for the defence, on the plea that it is useless.

I would annul the conviction, and direct the prisoner's discharge.

(signed) *G. Grant.*

Minute in Case No. 76.

There are the same objections, as regard procedure in this Case, as in Case 78; the prisoner was removed from the scene of the investigation into the charges against him, and the evidence tendered by him for the defence was not taken. There is no evidence whatever of the alleged bribe having been received by the prisoner, the person who is said to have given it having died, and the only two witnesses, who speak from hearsay to the fact, contradict each other in several instances. I cannot see that the prisoner did more than his duty in refusing to bail Petamber whilst the charge of murder was being inquired into; and when he did release him it was on good and sufficient bail.

I do not think the conviction can be upheld. I would acquit the prisoner, and direct his discharge.

(signed) *G. Grant.*

Resolution.

The Court annuls the convictions and sentences, and directs the discharge of the prisoner.

Extract of the above proceedings, and papers and petition, forwarded to the Session Judge of Ahmedabad, under the usual precept, No. 781.

(True extract.)
(signed) *J. Morris,*
First Assistant Registrar.

MINUTE recorded by Mr. *Warden.*

No. 76, 77, and 78, Ahmedabad.

It is very properly considered that the courts below should not, in making returns to precepts, add epistolary communications; and I think it would be well to establish it as a rule, that when communications in such shape reach the registrar, he should return them without circulating them, and with an endorsement, "Returned, because it is not in the form of a return to a precept."

Interchange of letters gives these discussions the appearance of personal altercation, which they are not, and which they should not, therefore, appear to be.

If the session judge did not, in No. 76 of his calendar, omit to take the evidence for the defence, it is on his own account to be regretted that his record of the trial is as it is.

The prisoner says, at the close of his defence, "witnesses may be called to prove that he was not living at the place when the bribe is said to have been paid, and that he has not slept there since Shrawun Shoodh last (August 1848), and only sometimes goes there, but generally remains at his house, and has never gone to the della (stable) in the morning." He has "nothing further to say."

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The very next words of the record are, "Proceedings are closed, and the court proceeds to record its finding;" and this court, therefore, could only conclude from the session judge here, omitting the words prescribed for this place in his record; viz. "The prisoners having nothing further to add to their defence, the evidence on their behalf is now taken;"* that he omitted, in fact, that which his record and the prisoner say he did omit.

The court had a right to conclude, too, that this omission was made because the session judge considered the evidence "useless;" for he adds, in his judgment, "The court is not disposed to attribute much importance to any part of the defence; it is very likely that the prisoner did not inhabit the accommodation above the della, or stable, where the bribe is said to have been taken, as a place of residence; but he may have gone there occasionally, and it may have been the very place where he generally met people seeking private audience of him, and where people wishing to offer a bribe would likely follow him."

Instead of thus assuming that this stable may have been the prisoner's occasional residence, and the very place where he may have granted private audience to those wishing to bribe him, the session judge should have, especially if he intended so to use this part of the prisoner's defence, offered to the prisoner to receive the evidence to which he alluded, by which it would, he said, be proved that he had not slept in the stable since August, and never went there in the morning.

The point next noticed by the session judge, the court distinctly mentioned on its proceedings, was an addition by the prisoner, and not on the record. It is to be found in the prisoner's petitions to this court. It was fair to the trying court to let it know what the prisoner said before this court in respect to the manner of his trial, at the same time that it is satisfactory to this court to read the denial of the session judge, that the prisoner had undertaken to prove that the accounts on which he was condemned had been "officially declared unworthy of trust," and was not allowed to do so.

In reference to the 6th and 7th paras. of the letter of the session judge, it is only necessary to observe that he has fallen under a misapprehension in applying the last paragraph of the remarks of this court to Case No. 78, the review of which ceased with the previous paragraph.

The court, in dismissing the three cases, drew the attention of the trying judge and the magistrate once again to the two most disfiguring features presented in the course of the detailed review it had just completed, by this general remark: "It is hardly possible to conceive anything more fatal to a case than first to remove a prisoner from the scene of his trial, and then refuse to take the evidence offered in his defence on the plea of its being useless."

Case No. 78, to which the session judge would apply this closing observation, required no such additional objection to the conviction, which was set aside on account of the acknowledged falsehoods of the witness Muneedhur, the discrepancies between the evidence of himself and his brethren, and that of the independent witness to whom they themselves appealed, and the incredibility of their story in respect to the necklace.

(signed) *John Warden.*

3 December 1849.

No. 388 of 1850.

To *C. M. Harrison*, Esq., Session Judge, Ahmedabad.

Sir,

I am directed by the Judges of the Sudder Foujdaree Adawlut to return the accompanying letter, addressed to the court by your predecessor, under date the 18th October last, it being considered irregular, as any representation he might

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* Or, as in this particular 'case,' "the prisoner has nothing further to add to his defence, and no evidence on his behalf to be taken."

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might have to make on the subject should have been made in his return to the court's precept to which he refers.

I have, &c.
(signed) *W. H. Harrison*,
Acting Registrar.

Bombay, Sudder Foujdaree Adawlut,
5 February 1850.

(True copies.)
(signed) J. Morris, First Assistant Registrar.

Minute by the Honourable Mr. *Bell*.

The systems of criminal administration at Madras, and under this Presidency, differ so much in their mode of procedure, that it is difficult to draw any comparison between their results.

The results, for instance, exhibited in paragraph 41 of Mr. Acting-Secretary Bayley's minute could never happen here; they show, first, that of 102 persons acquitted and released by the Madras Foujdaree Adawlut, 81 were convicted by the session judges; and, secondly, that nine persons, not convicted by the session judges, were convicted and sentenced by the Foujdaree Adawlut, from which, and from other portions of these papers, it appears that under the Madras Presidency prisoners who are tried and found innocent by the session judge may be retained in custody, and tried again by the Foujdaree Adawlut, and found guilty.

This could never occur under our system, for a prisoner acquitted by the session judge is at once liberated, and as only the cases of those who are convicted by that officer are referred to the Sudder Foujdaree Adawlut, if the sentence is of a nature to require it, it follows that the acquittal and release by that tribunal of a greater number than were convicted by the session judge could never happen here, even if the whole of his convictions were reversed.

Of the 209 prisoners tried by the Sudder Foujdaree Adawlut here last year, only 20 were acquitted; the difference, therefore, is only 1·045 (decls.) per cent. in respect to the judgments of our lower and higher courts, which is very much below the difference at Madras, stated in paragraph 42 of Mr. Acting-Secretary Bayley's minute to be 80 per cent. Our district and village police disposed of 25,899 offenders last year, and the European magistrates of 4,021, making a total of 29,920. Of this number, 2,153 were committed to the session courts, in which 878 were acquitted and 1,275 convicted; and of the latter, the 209 alluded to above, came up before the Sudder Foujdaree Adawlut and were disposed of as mentioned.

In one point the two systems approach each other, viz. the despatch in the disposal of cases by the two superior courts; the average delay before the Madras court being 5½ days, and before our court seven days. Our old form of annual criminal return did not show the period that intervened between the dates of apprehension and final sentence of an offender, but this is provided for in the new form of return about to be introduced.

(signed) *A. Bell*.

26 May 1850.

Minute by the Right Honourable the Governor.

No. 1547.

I have now had under consideration the proceedings of the session judge of Ahmedabad, together with those of the Sudder Court, which have led to the letter addressed by Mr. Bettington to the Court on the 24th January 1850, No. 12.

I have also considered the Sudder's letter, No. 587, of the 21st February.

The first point to which Mr. Bettington refers in the 28th para. of his letter, relates to the justification of his proceedings.

That Mr. Bettington acted in the full belief that his proceedings were legal and necessary, I cannot entertain a doubt. I regret, however, that he should have sent Heralal from Ahmedabad, nor do I perceive the necessity for so violent a measure.

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a measure. He (Heralal) could not have destroyed the evidence referred to in the 26th para. of Mr. Bettington's letter; while under the supposition that he was innocent, no steps could have been taken more likely to lead to conspiracy on the part of his enemies, and to fabricated evidence.

In regard to the three charges on which Heralal was tried, and convicted upon two of them, by the session judge, which convictions were reversed by the Sudder, the impression left upon my mind is not favourable to his innocence.

The very fact of his great unpopularity, which he himself avows, as evinced in the particular manner detailed in paras. 26 and 27 of Mr. Bettington's letter before referred to (that is to say, by numerous charges of corruption being preferred against him, and documents indicated by which their truth could be established), in my opinion tells extremely to his disadvantage.

Where a man is just in his conduct, however hard and unpopular in his manner, I do not believe that natives of all classes, castes, and persuasions, will cabal to charge him with dishonesty. Now and then a discontented party will adopt that course; but if he be really honest, the general opinion of the people will not be expressed to his disadvantage in that particular. He will be accused, perhaps, of tyranny and illegal acts, but not of corruption.

Not only are such facts as those related in the 17th para. of Mr. Bettington's letter patent to the world, but every native official is estimated in the bazar at his true value, and the distinction clearly drawn between those who have their price and those who have not.

I own that I differ from the Sudder Judges in respect that I think Heralal guilty; few, if any, of the natives would enter payments in their dufturs many months previously, with the deliberate intention of hereafter charging his enemy with fraud, as has been done in these cases; and it seems absurd to suppose a combination among the numerous parties in whose chopras similar entries have been discovered. It is equally improbable that any natives about to bribe another through the medium of a third party, would, if on the spot, rest satisfied without having convinced themselves at the time of payment that the money had been received by the party for whom it was intended. But from the propensity of natives to support true charges by false evidence, it is next to impossible to produce a charge of this kind, the evidence in proof of which shall not admit of doubt. I am not surprised, therefore, at the decisions of the Sudder Judges, the evidence being objectionable in many respects, as has been ably pointed out, and moreover deficient in some points, in which good evidence might have been obtained. It is also particularly to be regretted, as the judges observe, that evidence which the prisoner wished to tender should have been rejected by the session court, although he was not allowed to be present when the charges were framed by the magistrate against him.

Note.—Europeans are an exception; for between them and the natives social habits and opinions, not less than their position in the country, interpose an impassable barrier.

But in trials like these it is upon general considerations, and upon an analytical comparison of the evidence, not merely in regard to the statements of the witnesses, but to motives and probabilities that we must have our conclusions as to the occurrence of particular facts and the truth of particular charges.

In regard to the second point touched upon by Mr. Bettington, viz., the necessity for preliminary investigations, the court have pointed out that they are not prohibited by law, only that they cannot be taken on oath.

This I think a great defect. It seems that Mr. Bettington's procedure, under Regulation XII., section 12, clauses 1 and 2, was, as far as he conducted it, a trial, not a preliminary inquiry.

It is evidently desirable that a magistrate should have the power to conduct a preliminary inquiry on oath, binding the deponents down by penalty to speak the truth, and thereby precluding wanton accusations from being made, or accusations once made from being at pleasure retracted.

I had hitherto been under the impression that a magistrate's proceedings by Regulation XII., section 12, clause 1, were preliminary inquiries, except in cases where sentences were passed, or the prisoner committed to a superior court to stand his trial; and for this reason, that if a magistrate under that section dismiss a prisoner from the bar, not finding the evidence sufficient, the prisoner on further evidence being forthcoming, can again be re-arrested and brought to trial for the same offence. The prisoner's dismissal is clearly no acquittal, and, therefore, as I view it, the original proceedings are not necessarily a trial, but the preliminary inquiry which all magistrates are empowered to make.

However, as the court have decided that preliminary inquiries cannot be conducted

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ducted on oath, I know of no other remedy but an Act to declare that they can be so conducted, and this it might be inexpedient to ask for.

Mr. Bettington has suggested, in the third place, that counsel should attend on the part of Government to sustain the convictions of the lower courts on appeals before the Sudder.

This the Sudder have themselves recommended, though it must be obvious that if the duties of the judges were efficiently discharged, the appointment in criminal cases would be useless.

For if the conviction were a good conviction, no special pleading should be allowed to divert the judges from confirming it. On the other hand, if it were wrong, no one can desire that argument and ingenuity should be employed to make it appear right and equitable, and to give the judges a pretext for enforcing its execution.

In plain truth, the appointment of a legal officer for the purpose proposed is a reflection upon the court, and I would rather, if possible, that it could be avoided. But I should be glad to be favoured with the opinions of my colleagues on this subject, not only as to the propriety of the appointment, but, if proper, as to the steps which should be taken for procuring it to be made.

The subject of the fourth of Mr. Bettington's suggestions is now under consideration. There can be no doubt that what he recommends is not only highly desirable, but necessary for the ends of justice. The court will probably concede this point, on consideration of our recent reference.

I do not think it advisable to make the reference proposed in the fifth suggestion. The necessity for granting the right of appeal to a supreme court, from the decisions of the local officers vested with the extraordinary powers of our magistrates and judges, is so clear as to be almost self-evident. If there be a fault, it is not in the system, but rests between the local officer and the judges of the superior court. But when the reasons for reversing a decision are communicated to the lower courts, complaints like those urged by Mr. Bettington will probably cease, or at least become less common.

In relation to this subject is an accompanying memorandum by Mr. Bell, the senior Puisné Judge of the Sudder, to which I beg to call the attention of my colleagues, and which has been submitted by the secretary. It was elicited by a consideration of the criminal returns for Madras, for the first half of the year 1848.

From this memorandum it appears that out of 1,278 parties convicted by the session courts, under this Presidency, during the preceding year, 209 had been revised by the Sudder, and of these only 20 were acquitted; a very important fact. I would remark, in conclusion, that when the subjects discussed in this Minute have been set at rest by our decision, I think it is due to Mr. Bettington to inform him that we approve, in this instance, of his having submitted a copy of his letter to the Sudder for our observation. It should be shown how his suggestions have been disposed of, and he should be told that although not approving of his proceedings in all respects, we have not omitted to notice the zealous and efficient manner in which he performed his duties as magistrate on this occasion.

8 June 1850. (signed) *Falkland.*

MINUTE by the Honourable Mr. *Willoughby.*

No. 1548.

THE general scope of Mr. Bettington's letter of the 24th January last, is to appeal against the proceedings of the Sudder Court, for having acquitted a notorious and convicted receiver of bribes; but he mixes up several questions which are involved in the consideration of these papers, and which it is important to keep distinct.

2. It may be perfectly true that Heeralal is a guilty receiver of bribes, and yet his conviction in the two cases, which were appealed to the Sudder Court, may have been correctly quashed. With the latter question we can only deal collaterally, as it bears on the propriety of acceding to Heeralal's being dismissed from his appointment, and on the general question varied by Mr. Bettington, as to the expediency of allowing appeals in criminal cases. Nor must

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must we yield to the decision of the Sudder Judges, on the cases before them, however erroneous we may consider them to be.

3. The Sudder Court, however, had not before them the general question of Heeralall's guilt, is proved by the several instances which Mr. Bettington is satisfied can be, or have been, established against him; and the general report of the community at Ahmedabad, which would not be admissible as evidence in any charge of bribery against him; and by the wealth acquired and realised by him, which could only have been so acquired and realised by corrupt and illegal practices.

4. That court were dealing with two cases of alleged bribery, on which the judge at Ahmedabad had found him guilty, on certain recorded evidence, and the evidence adduced in these cases only, and the manner in which it had been obtained. I do not observe that the judges annul the conviction on the ground that the magistrate's proceedings were illegal, and therefore vitiated all the subsequent proceedings before the judge. On the contrary, they analyse the evidence, and express their opinion upon a consideration of the evidence itself, that the guilt of the accused is not established.

5. In one of the cases they advert to the fact, that the accused had referred to evidence, which he considered important, namely, that he was not, at the time specified, in the habit of going to the stable where the bribe is alleged to have been received by him. He did not tender such evidence, but it was the duty of the judge to procure* it, or to ascertain distinctly from the prisoner whether he wished it to be called for or not. I agree in opinion with the judge that it was immaterial; but it was not for him, but for the prisoner, to say whether it was material. In both cases the Sudder Judges advert to the circumstances under which the cases were prepared against the prisoner, as confirming the views they entertained in regard to the untrustworthiness of the evidence, but not, as I understand, as in any degree vitiating the convictions.

* Regulation XIII. of 1827, section 38, clause 3.

6. The numerous other cases referred to by Mr. Bettington, are not yet before the Sudder Court, nor was there evidence before it of Heeralall's great and ill-acquired wealth. These facts, therefore, cannot be taken into consideration, in discussing the propriety of their decision on the two cases before the court.

7. After a careful consideration of the proceedings in these cases, and after rejecting a very large amount of hearsay evidence, which, I regret to observe, was admitted on the record, I cannot refrain from expressing my opinion of Heeralall's guilt, and I cannot but think that if the numerous other cases are properly investigated, and all the collateral evidence which may be admissible against him, introduced into the case in which the evidence may be most clear, a conviction in one or more of them must be procurable on grounds irresistible on appeal.

8. It appears to me that Mr. Bettington's zeal has prejudiced the object which he had in view. It is difficult to define exactly the rule as regards the extent to which the magistrate is to be at liberty to proceed in procuring information, on which evidence may be framed against offenders. Before any offender can be apprehended, an information sanctioned by an oath should be furnished, which shall satisfy the magistrate that an offence had been committed. A magistrate may* proceed on personal knowledge or information, and Section 40 of Regulation XIII. of 1827, expressly authorises any criminal court to procure information otherwise than as therein described (provided the same do not operate towards conviction), which may lead to the discovery of admissible evidence.

* Regulation XII. of 1827, section 9, clause 1.

9. It may be that a magistrate has not power to administrate an oath in prosecuting such inquiries; but I should conceive that he has, and that all such inquiries previous to the apprehension of an offender may be considered information, on which his apprehension is founded. I consider, therefore, that Mr. Bettington, strictly speaking, had authority to take the proceedings he did, similar, as stated by the Sudder Judges, to those adopted by an attorney for the prosecution.

10. But Mr. Bettington was clearly wrong in not going through the whole case again after the prisoner was apprehended. A prisoner is always entitled,

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even when an information is taken in his absence, to have the deposition taken *de novo* in his presence, and not simply read over and re-sworn; and in a case where the whole evidence has been obtained so as to say *ex parte*, it was incumbent on Mr. Bettington to go through the case magisterially, in regular form.

11. The extreme course adopted by Mr. Bettington could, I think, scarcely have been necessary, though he *bonâ fide* deemed it so. It certainly opened a wide field of remark, calculated to mislead those who had to deal with the case, and to prejudice the case for the prosecution. The prisoner was tried under section 8, clause 1, of Regulation XII. of 1827. Mr. Bettington might have tried him himself, under clause 2, but he very properly sent him for trial before the session judge.

12. I think Mr. Bettington was right, entertaining the strong views he did, to communicate those views to the Government *in extenso*. As regards the propositions submitted by him, he should on the first and second points be informed that the Sudder Court has submitted the proceedings before the session judge and the sudder in the cases mentioned, and the reasons for their decision reversing the sentence of the session judge in two of those cases. That Government do not think it necessary to call for the proceedings before the magistrate in these cases, and that, without offering any opinion on the judgment pronounced by the judges, the Government consider Mr. Bettington was fully justified in sending these cases up for trial, and is not responsible for their failure.

13. I would further inform him that, as regards the course adopted in the first instance, we are not prepared to offer a decided opinion whether so unusual a course was actually necessary for eliciting the truth, but that an extreme case only would justify a magistrate in adopting it. Having, however, adopted that course, Government think that Mr. Bettington ought, when Heeralall was arrested, to have gone through the case magisterially against him in his presence, availing himself of the information previously acquired in conducting that investigation. The Regulations lay down the proper course to be followed by the magistrate in the arrest of an offender and the investigation of the case against him, and when a long preliminary inquiry is in the magistrate's opinion necessary in the absence of the party charged, the Government are disposed to think that the magistrate should conduct that inquiry as suggested by the Sudder Judges, somewhat in the way that an attorney conducting a prosecution in England does, and not in the regular form of deposition, which ought to be taken in the prisoner's presence.

14. Mr. Bettington should also be told that his letter contains a large amount of evidence against Heeralall, which was not included in the cases before the sudder, and which, therefore, cannot be taken into consideration in discussing the judgment in those cases; and that in carrying on the other cases against the prisoner, all the admissible evidence which has produced in his mind the conviction of Heeralall's guilt should be submitted to the court which is to decide upon it.

15. It is the province of the Sudder to decide on the legality or otherwise of the magistrate's decision; but the above remarks are not intended to militate against the opinion expressed by the Sudder Court as to the taking of depositions against parties charged with offences. Such a course, if illegal, may involve the magistrate in the misconduct of improperly administering an oath, and rendering inadmissible in evidence depositions so taken, but do not otherwise affect the proceedings before the judge at the trial, whose decision, if supported by evidence before him, will not thereby be vitiated. I do not think any alteration of the law can be necessary.

16. As regards the third point, I think that it is advisable in all important cases, among which I would certainly class the present, that some competent law officer should appear before the Sudder to support the conviction of the inferior court. I do not think this is necessary in all the numerous cases which are so appealed. To confine it to cases in which the judges of the Sudder Court are disposed to reverse the decision, would render it necessary for the judges to consider the cases first without the aid of counsel; and having formed an

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an opinion, it would perhaps, generally speaking, be difficult to shake it; and I am afraid that the judges of the Sudder Court are too much accustomed to forming their opinion on cases, from a perusal of the papers at home, to derive so much benefit as would otherwise be derived from a legal discussion in Court.

17. I do not coincide in the observations on this point of the Right honourable the Governor. In my opinion, it is no imputation on a judge, that the arguments of counsel are valuable in aiding him to form an impartial decision. It is by the arguments of those taking adverse and partial views that judges are chiefly able to form an impartial opinion. It is difficult to specify precisely the cases in which counsel should be heard, and perhaps, notwithstanding the objection above pointed out, it would be better that counsel should be heard in support of convictions when the Sudder Judges consider them of sufficient importance, and entertain doubts as to the propriety of the decision of the inferior courts. From Mr. Bell's minute it appears that the cases would be few, and I should think we might ascertain how far the legal remembrancer is engaged commensurately with his salary, with a view of attaching this duty to the office, or try experimentally the employment of a barrister in each case as it arises, paying him the usual fee, and instructing him through the Government vakeel.

18. On the fourth point, I think that the recorded opinion of the Sudder Judges should in cases of reversal be invariably communicated to the inferior court. This would not involve much labour, and I have no doubt that the Sudder Judges will, on the suggestion of Government, order this course to be adopted, as indeed it seems to have been done in Heeralall's case. The point, I believe, is now under the Court's consideration.

19. On the fifth point, I do not see sufficient reasons for making the inquiries suggested.

20. In his 10th para., Mr. Bettington takes an erroneous view of what is required according to English procedure. No prisoner is ever committed for trial till the evidence against him is gone through in his presence. He has as much a right to satisfy the magistrate conducting the preliminary inquiries, that no case for committing him to trial is made out, as to satisfy the trying court that no case for convicting him is established. In practice, an information is first given behind the offender's back. He is then arrested, and all depositions, including that of the informer, are taken down in his presence and hearing; and he is generally allowed as full a cross-examination as he pleases, and is generally allowed to bring forward proof in refutation of the charge, though this is usually reserved for the trying court: in private prosecutions, where the charge is taken in the first instance before the grand jury, the prosecutor prepares his case behind the back of the accused, but the evidence is not obtained on oath.

21. With reference to the conclusion of the Right honourable the Governor's minute, I think we can scarcely allude to Mr. Bettington's conduct as "efficient." It will be sufficient to commend him for the zeal he has evinced, and a very proper desire to put an end to a system of extortion, which he seems to have had ample grounds for believing to exist.

(signed) *J. P. Willoughby.*

21 January 1851.

No. 1549.

MINUTE by the Honourable Mr. *Blane.*

ON particular charges, the decision of our highest court of judicature ought, I think, to be treated as conclusive; and I cannot but regard it as more in accordance with the province of Government to abstain from all comment thereon. This indeed has, I think, been inculcated by the Honourable Court.

2. As regards the propriety of dismissal from office, it is sufficient for Government to determine in any case that from all that has come to light, restoration to public employment is considered to be inadvisable.

3. So

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3. So digressive and superficial a letter as that of Mr. Bettington's, of 29th January 1850, to the address of the Registrar to the Sudder Adawlut, might well, I think, have been left for disposal to that Court; and concurring in the views expressed in the judges' letter of 21st February following, it would, I think, be sufficient to refer the magistrate of Ahmedabad to the reply he may receive direct.

4. The interpretation of the course to be pursued by the magistrate in the apprehension and trial of offenders appears to me to be correctly defined in the said letter of 21st February. Two other points have been raised, viz., the employment of counsel to support Government prosecutions, and the communication of the grounds of the Sudder judges' decisions, in cases of reversal, to the courts below. The former is under separate consideration, as noticed in para. 7 of the judges' letter above referred to, and the latter would seem to be receiving the attention of the judges themselves.

5. I concur with the Honourable Mr. Willoughby in opinion, that Mr. Bettington's conduct can hardly be designated as efficient; and considering the great want of discretion displayed, and the bad effect of such ill-conducted prosecutions, am disposed to regard his proceedings as but little commendable in any light.

(signed) *D. A. Blane.*

3 February 1851.

No. 1550.

FURTHER MINUTE by the Right Honourable the Governor.

1. I SEE no reason to materially modify the opinions expressed in my Minute of the 8th June 1850.

2. I have no objection that Mr. Bettington should be informed to the purport of the 12th to 14th paras., both inclusive, of Mr. Willoughby's Minute, nor do I dissent from the opinion expressed in the 15th para., that an alteration of the law is unnecessary.

3. On the subject of retaining a barrister on the side of the prosecution, I still think such a measure, in criminal cases, of doubtful expediency; but it may be remarked that the Government of India have, in a recent letter to this Government, admitted that the want of professional agency in cases of that class has been experienced at Calcutta, and have informed us that steps are about to be taken to provide for it.

4. In this Presidency the above evil has, in fact, been remedied since the date of my Minute by the judges themselves, they having obtained the sanction of Government to employ counsel on the side of the prosecution whenever they may deem it necessary that this should be done. In regard to the 16th para. of the Honourable Mr. Willoughby's Minute, I conceive that as the Court of Sudder Adawlut is a court of trial on record, an opinion of the justice and sufficiency of a sentence in a criminal case will be best arrived at by the deliberate consideration of the proceedings which are to be reviewed, without reference to the arguments of a barrister. I therefore adhere to the observations referred to in para. 17 of my honourable colleague, who in his 18th para. recommends a mode of proceeding which has been already established, the Sudder judges having recently ruled that the reasons for modifying or annulling sentences passed by inferior courts should be communicated to the officer who pronounced them.

5. This might be noticed in the Government letter to Mr. Bettington, which should be recorded in accordance with the modification proposed in Mr. Willoughby's 21st para.

(signed) *Falkland.*

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No. 1551.

FURTHER MINUTE by the Honourable Mr. *Willoughby*, subscribed to by the Honourable Board.

I HAVE no further remark to offer.

10 February 1851. (signed) *J. P. Willoughby.*
J. Grey.
D. A. Blane.

No. 1552.

No. 860 of 1851.—Judicial Department.

To *A. Bettington*, Esquire, Magistrate of Ahmedabad, on leave.

Sir,

THE Right honourable the Governor in Council has had under his consideration your letter, No. 12, dated the 24th of January 1850, to the address of the Registrar to the Sudder Adawlut, a copy of which was fowarded by you direct to Government, offering certain observations on the administration of criminal justice in this country, suggested by certain cases which occurred in the Ahmedabad zillah.

2. His Lordship in Council considers you acted properly, entertaining the strong opinions which you did, in making known those opinions direct to Government *in extenso*, as you have done in this instance; and he has now directed me to communicate to you the following observations on the several propositions submitted in the 28th para. of your letter.

3. As regards the first and second proposals, I have been instructed to state that the Sudder Court have submitted their proceedings, and those of the session judge in the cases mentioned by you, and the reasons for their decision, reversing the sentence of the session judge in two of those cases. The Governor in Council does not deem it necessary to call for the proceedings which were held before you in these cases; but without offering any opinion on the judgment pronounced by the judges, he considers you were fully justified in sending them up for trial, and that you are not responsible for the failure of the prosecution.

4. I have, at the same time, to add, in reference to the course which you adopted in the first instance, viz., of sending Heeralall away from Ahmedabad, and taking evidence during his absence, that his Lordship in Council is not prepared to admit that so unusual a procedure was actually necessary for eliciting the truth; an extreme case only would justify a magistrate in adopting it. Having, however, done so, he is of opinion that you ought, when Heeralall was arrested, to have gone through the case magisterially against him, in his presence, availing yourself of the information previously acquired in conducting the investigation. The Regulations lay down the proper course to be followed by the magistrate in the arrest of an offender, and the investigation of the case against him; and when a long preliminary inquiry in the absence of the party charged is, in the magistrate's opinion, necessary, his Lordship in Council considers that the magistrate should conduct such inquiry somewhat in the way that an attorney proceeds in conducting a prosecution in England, and not in the regular form of a deposition on oath, which ought to be administered in the prisoner's presence.

5. I have been further directed to observe that your letter contains a large amount of evidence against Heeralall, which was not included in the cases before the Sudder Court, and which, therefore, cannot be taken into consideration in discussing that Court's judgment in those cases. In carrying on the other cases against this individual, all the admissible evidence which has produced in your mind conviction of his guilt should be submitted to the court which is to decide upon it.

6. In regard to the third point, I have been desired to inform you that the judges of the Sudder Court have been recently authorised to employ counsel on the side of the prosecution, in cases of appeal, whenever they may deem it necessary that this should be done.

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7. The judges of the Sudr Court have also recently established the rule, that the reasons for modifying or annulling sentences passed by inferior courts shall be communicated to the officer who pronounced them, as suggested in your fourth proposal.

8. His Lordship in Council does not consider it desirable to make the inquiries proposed in your fifth suggestion.

9. In conclusion, I have been directed to intimate to you that although the Right honourable the Governor in Council does not approve of your proceedings in the matter under notice, in all respects, yet he has noticed with satisfaction the zeal you have evinced as magistrate, and the very proper desire you have shown to put an end to a system of extortion, for believing in the existence of which you appear to have had ample grounds.

I have, &c.
(signed) *J. G. Lumsden*,
Secy. to Govt.

Bombay Castle,
27 February 1851.

No. 1553.

No. 861 of 1851.—Judicial Department.

To the Registrar to the Sudder Foujdaree Adawlut.

Sir,

In returning the proceedings of the Session Court of Ahmedabad on the trial of Heeralall Goverdhun, late foujdar of that city, which accompanied your letter, No. 860, of the 19th of March 1850, I am directed by the Right honourable the Governor in Council to transmit to you, for the information of the judges of the Sudder Foujdaree Adawlut, a copy of a communication, No. 860, which I have this day addressed to Mr. Bettington, magistrate of Ahmedabad, in reply to his observations on the administration of criminal justice in this country.

I have, &c.
(signed) *J. G. Lumsden*,
Secy. to Govt.

Bombay Castle,
27 February 1851.

(True extract.)
(signed) A. Richardson, Depy. Secy. to Govt.

Inquiry into the Conduct of Mr. Hanson.

Inquiry into the Conduct of Mr. Hanson, Head Clerk in the Office of the Agent for Sirdars in the Deccan.

EXTRACT Political Letter from Bombay, dated 31 December (No. 135) 1849.

Deccan. Coll. No. 3.
Pol. Cons. 1849:
June 13, No. 4639 to 4641.
August 8, No. 6011.
„ 8, No. 6665.
„ 22, No. 7028.
September 5, No. 7263.
October 18, No. 8549 to 8551.
November 14, Nos. 9554 and 9555.

6. THE proceedings which form Collection No. 3, relate to an investigation which, under our orders, was lately instituted by Mr. Hunter, Officiating Agent for Sirdars in the Deccan, into some charges of bribery and corruption preferred to Government in a petition from a person calling himself Mahadajee Punt Loudhe, an inhabitant of Poonah, against Mr. Hanson, head clerk on the establishment of that officer. The writer of the above representation has not been traced out, and none of the charges have been substantiated against Mr. Hanson, but Mr. Hunter considers that the conduct of that person is not altogether free from suspicion in some of the instances to which he alludes in his report; for reasons, however, mentioned in the proceedings, we have not deemed it requisite to adopt further measures in this case.

EXTRACT Political Letter to Bombay, dated 27 March (No. 12) 1850.

Letter from, dated 31 December (No. 135) 1849.

7. THE petitioner did not present himself, or attempt to substantiate his charges.

(6.) Inquiry by Mr. Hunter, Officiating Agent for Sirdars, into charges of corruption, preferred to Government in a petition from a person calling himself Mahadajee Punt Loudhe, against Mr. Hanson, head clerk in his office.

Extract Bombay Political Consultation, 13 June 1849.

No. 4639.

PETITION from *Mahadajee Punt Londhe*, Resident of Poonah, to the Right Honourable the Governor in Council, Bombay.

Humbly showeth,

THAT your Excellency's petitioner being quite tired of the necessity to which he has up to this time being compelled to subject himself, that of paying pretty good sum of money every time he has any business in the Agent's office to the head clerk of that department, implores your Excellency in Council to make some "bundobust." He has often tried to evade the head clerk's unlawful demands, but in vain; he could never succeed in obtaining a "dakla" until he had paid some money to the head clerk. In January last the furnuvee's order directing restoration of pension of 200 rupees, received in about January, was concealed until he paid 100 rupees to the head clerk. He considers it a great hardship to be obliged to pay to the head clerk and others as above stated, every time he has any "dakla" to get from the Agent's office. He knows that many persons pay in the same way, but your Excellency's petitioner is now unable to throw money in this way. Your Honourable Board has established courts to give justice, but virtually they are like fields infested with robbers.

The above pension order, though received in January last, was not entered in the weekly diary for some weeks afterwards, and though he every day attended the court and inquired after it, all knowledge of its having been received was concealed from him until he paid, as mentioned above, 100 rupees to the head clerk. When the Government officers have become so bold, what are your Excellency's subjects to do, or how are they to live? This fact is well known to both the translators and others in the same office, and if the Agent would institute such secret inquiry as the extent of the head clerk's malpractices would seem to need, he cannot fail to arrive at the truth of his statement, as above made.

Bhasker

Inquiry into the Conduct of Mr. Hanson.

Bhasker Kelkur and another carcoon in the Agent's office are in the habit of writing out bonds of agreement for the head clerk; if the Agent would take some intelligent and trustworthy native who knows the characters in the Adawlut as an instrument, and resort to means by which such great robbers as Ragghoo Bangria was are caught, such as holding out a promise of pardon, and, even of promotion, to the said carcoon in the event of their divulging the whole truth to the Agent, if this suggestion is adopted, the Agent would soon find out what sort and how trustworthy a head clerk he has under him.

Since the arrival of Mr. Hunter, the head clerk, with a view to prevent the possibility of that gentleman's ever coming to know of his tricks, shuts himself up in a separate room on occasions, and makes the other clerk sit in a separate room, that they should not come to know of his misdoings. This is contrary to the practice hitherto observed in the Agent's office. If the Agent would inspect these two rooms, he will perceive that the head clerk had no other reason to do as above mentioned.

Your Excellency's poor petitioner begs to say that the head clerk is now speedily preparing the report of Khunderow Sing, though there are many other reports (among them one of his) which, if the business was conducted according to order, should have been translated first. Proceedings as these can only be said to arise from self-interest.

Ranjhekur's case, now likely to come out under notice, is a plain roguery of the head clerk to defraud Government, but whether this was done by the late or the present incumbent is not known to your memorialist.

The head clerk is so bold in his misconduct as to employ a man in his household business and to get him paid from the Government cash. There are numerous misdoings of this officer, and all are well known to the people in that office. In short, your petitioner begs to say that he cannot appear as a prosecutor in this case, for charges of extortion can seldom be proved but by collateral evidence, and the exertions of those whose duty it is to catch and put a stop to such malpractices by inflicting exemplary punishment, and that Government may, if it has any regard for the good of its subjects, refer this petition to the Agent, with such instructions as it may deem advisable.

Your humble petitioner begs to remain,

Poonah, 21 May 1849.

No. 4640.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane.*

THIS petition should be sent to the Acting Agent for Sirdars in the Deccan, with instructions to inquire into its authenticity.

These inquiries should be made privately in the first instance, and the genuineness of the document being once ascertained, the examination into the truth of the statements it contains should be conducted cautiously, and I think without the knowledge of the head clerk, against whom the charges are preferred, until it shall be necessary to put him on his defence.

I propose this course, because I am apprehensive that were the investigation to be announced or entered on publicly, without any preliminary steps, intimidation might be resorted to on the part of the accused.

(signed) *Falkland.*
J. P. Willoughby.
28 May 1849. *D. A. Blane.*

No. 4641.

No. 2403 of 1849.—Political Department (Secret).

From *A. Malet,* Esq., Chief Secretary to the Government of Bombay, to *W. J. Hunter,* Esq., Acting Agent for Sirdars in the Deccan, Poonah.

Sir,

I AM directed by the Right honourable the Governor in Council to transmit to you the accompanying original petition, dated the 21st ultimo, purporting to emanate from one Mahadajee Punt Loudhe, charging your head clerk with corrupt practices.

Inquiry into the Conduct of Mr. Hanson.

2. In forwarding this petition, I am desired to request that you will in the first instance institute privately a particular inquiry into its authenticity, and that, should you ascertain it to be a genuine document, you will proceed cautiously to examine into the truth of the statements it contains.

3. Your preliminary examination should be conducted without the knowledge of the head clerk until it shall be necessary to put him upon his defence, for if the accusations are true, his Lordship in Council is apprehensive that were the investigation to be announced or entered upon publicly, without any preliminary steps, intimidation may be resorted to on the part of the accused.

I have, &c.
(signed) *A. Malet*,
Bombay Castle, 1 June 1849. Chief Secretary.

Extract Bombay Political Consultation, 8 August 1849.

No. 3023 of 1849.—Political Department (Secret).

No. 6011.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *W. J. Hunter*, Esq., Acting Agent for Sirdars in the Deccan.

Sir,

I AM directed by the Right honourable the Governor in Council to call your attention to my letter, No. 2403, dated the 1st ultimo, and to request that you will be pleased to expedite the transmission to Government of the report therein required on the petition from "Mahadajee Punt Londhe," charging your head clerk with corrupt practices.

I have, &c.
(signed) *A. Malet*,
Bombay Castle, 14 July 1849. Chief Secretary.

Extract Bombay Political Consultation, 8 August 1849.

No. 3379 of 1849.—Political Department (Secret).

No. 6665.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *W. J. Hunter*, Esq., Acting Agent for Sirdars in the Deccan.

Sir,

I AM again directed by the Right honourable the Governor in Council to draw your attention to my letter dated the 1st June last, No. 2403, and to request that you will be pleased to expedite the transmission to Government of the report therein called for on the petition from "Mahadajee Punt Londhi," charging your head clerk with malpractices.

I have, &c.
(signed) *A. Malet*,
Bombay Castle, 7 August 1849. Chief Secretary.

Extract Bombay Political Consultation, 22 August 1849.

No. 3565 of 1849.—Political Department.

No. 7028.

OFFICE MEMORANDUM.

THE Acting Agent for Sirdars in the Deccan is requested, with reference to his letter dated the 9th instant, No. 253, to furnish Government with a copy of the petition from "Mahadajee Punt Londhi," dated the 21st May last.

(signed) *A. Malet*,
Bombay Castle, 22 August 1849. Chief Secretary.

Inquiry into the Conduct of Mr. Hanson.

Extract Bombay Political Consultation, 5 September 1849.

No. 253 of 1849.—Political Department.

No. 7263.

From *W. J. Hunter*, Esq., Acting Agent for Sirdars in the Deccan, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letters dated 14th ultimo, No. 3023, and 7th instant, No. 3379, and in reply, beg to state that the petitioner is not forthcoming; but that as there is, in my opinion, some truth contained in the petition, I wished before replying to it to obtain from the head clerk any explanation that he may have to offer. He is just now absent on sick certificate, but as soon as he returns I shall lose not a moment in sending in my report.

Trusting this explanation will be satisfactory,

I have, &c.
(signed) *W. J. Hunter*,
Acting Agent.

Agent's Office, Poonah, 9 August 1849.

Extract Bombay Political Consultation, 18 October 1849.

No. 317 of 1849.—Political Department (Secret).

No. 8549.

From the Acting Agent for Sirdars in the Deccan to the Chief Secretary to Government, Bombay.

Sir,

WITH reference to my letter dated the 9th August last, No. 253, I have the honour now to reply to your letter of the 1st June last, No. 2403, transmitting an original petition (herewith returned) purporting to emanate from one Mahadajee Punt Londhey, charging my head clerk with corrupt practices.

Mr. Hanson has returned, and I have questioned him on the points on which I had some information, though I have not elicited anything that would justify my noticing the same to Government. I, however, cannot say that his conduct is entirely free from suspicion.

I have, &c.
(signed) *W. J. Hunter*,
Acting Agent.

Agent's Office, Poonah, 5 October 1849.

No. 8550.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

THIS report of Mr. Hunter's is most unsatisfactory. As, however, he states that his head clerk, Mr. Hanson's conduct is not entirely free from suspicion, he should take each point in the petition, and report the result of his inquiry on each to Government; and if he finds his conduct to be such as warrant such a course, he should suspend him during the inquiry, and prevent his coming to the office.

(signed) *Falkland.*
J. P. Willoughby.
D. A. Blane.

9 October 1849.

No. 4350 of 1849.—Political Department.

No. 8551.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *W. J. Hunter*, Esq., Acting Agent for Sirdars in the Deccan.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter dated the 5th instant, No. 317, relative to the petition from Mahadajee Punt Landhey, charging the head clerk of your office with

Inquiry into the Conduct of Mr. Hanson.

with corrupt practices, and to inform you that your report of this case is most unsatisfactory.

2. As you state that Mr. Hanson's conduct is not free from suspicion, I am desired to request that you will take each point in the petition (which is herewith returned), and report the result of your inquiry on each to Government. In the event of your finding his conduct to be such as to warrant such a course, you should, I am instructed to inform you, suspend him during the inquiry, and prevent his attendance at the office.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 13 October 1849.

Extract Bombay Political Consultation, 14 November 1849.

No. 332 of 1849.—Political Department.

No. 9554.

From the Acting Agent for Sirdars in the Deccan to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. I HAVE the honour to acknowledge the receipt of your letter dated the 13th instant, No. 4350, informing me that my report relative to the petition charging the head clerk of my office with corrupt practices is most unsatisfactory.

2. In reply, I beg to express my regret that I did not make myself more clearly understood, and I venture to hope that a further explanation of my proceedings will prove that my inquiry into the merits of the petition was sufficiently full.

3. I fear that I misled Government by merely stating that the petitioner was not forthcoming; but the fact is, that, agreeably to the instructions conveyed in your letter accompanying the petition, I immediately instituted a private and particular inquiry as to the authenticity of the petition, the result of which was that no such person as Mahadjee Punt Londhay existed; still, having previously had reason to doubt the honesty of Mr. Hanson, as reported by me to Government, and having discovered that he did, some time after my arrival, sit in a room separate from the other clerks, I deemed it advisable to offer a private interview, either in the Agent's office or house, to the person, whoever he might be, who addressed the petition to Government under the name of "Mahadjee Punt Londhay, an inhabitant of Poonah;" but this offer was not responded to.

4. Under these circumstances, and with the instructions before me, I did not think there was occasion for entering into further detail than I did in my letter of the 5th instant. I will now, however, as directed in your letter under reply, proceed to notice each point in the petition.

In the first place, the order sanctioning the continuance of a pension of 200 rupees per annum to Vittul Bulwunt Furnuwis was received on the 1st or 2d of November 1848. It was regularly entered in the following weekly diary, and a letter, informing both the collector and the pensioner of its receipt, was written and despatched on the 14th of the same month. Any allegation of concealment on this account therefore falls to the ground.

5. The second point is, that Bhasker Kelkur and other karkoons write out agreement bonds for the head clerk. To this Bhasker and all the other karkoons give a flat denial, asserting that they neither knew nor even heard of any such bonds being written.

6. The third part is, that the head clerk shuts himself up in a separate room, with the view of preventing the agent from detecting him in his corrupt practices. This point is so far true, that Mr. Hanson did sit some time after my arrival in a room by himself, which he did not before do. The room, however, was not shut up, but was used as a passage into the room where the other clerks sat.

7. The

Inquiry into the Conduct of Mr. Hanson.

7. The reasons assigned by Mr. Hanson for this separation are unsatisfactory. They are, first, that the room in which the clerks previously sat was about to be repaired; secondly, that he wished to eat his tiffin there by himself, apart from the Brahmin clerks.

8. The fourth point is, that a report respecting Khunderow Sing is being detained; there was, however, no report, but a memorial from that person was detained by the head clerk unnecessarily, and in consequence of this detention, as well as that of some others, I reported to Government, in my letter dated 4th June 1849, an unfavourable opinion of Mr. Hanson's character.

9. The fifth point is the Ranjekur's case; and I am at a loss to understand what is meant by this, as the only case that I can find in which a person of the name of Ranjekur was concerned, was disposed of in 1847, and nothing has transpired since regarding it.

10. The sixth point is, that the head clerk is so bold as to employ a man in his household business, and to get him paid from the Government. It appears the head clerk recommended a mussal who lived in his house to be employed in the Agent's office, and he was accordingly on this recommendation employed by the late Agent in December last. I cannot discover that Mr. Hanson has employed this man further than to bring him his tiffin daily.

11. The seventh point is, that there are numerous misdoings of the head clerk, which are well known to the people of the office. On this I have only to observe, that it is of too general and sweeping a character to deserve notice, when considered in connexion with the misrepresentations above detailed, and that all the careoons and clerks in my office express their entire ignorance of any such misdoings.

I have, &c.
25 October 1849. (signed) *W. J. Hunter*,
Acting Agent.

P. S.—The petition above alluded to is herewith returned.

(signed) *W. J. Hunter*, Acting Agent.

No. 9555.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

THIS is satisfactory, and may be recorded.

(signed) *Falkland.*
W. Cotton.
6 November 1849. *J. P. Willoughby.*
D. A. Blane.

(True extract.)
(signed) A. Malet, Chief Secretary.

Charges of Bribery against Native Establishment of Baroda Residency.

Charges of Bribery and Corruption against the Native Establishment of the Baroda Residency.

EXTRACT Political Letter from Bombay, dated 13 April (No. 51) 1847.

Baroda Residency, Coll. No. 3.
Poll. Cons. 1846.
Nov. 11, No. 8119 to 8122.
Dec. 3, No. 8684.
Dec. 17, No. 9030 to 9032.

5. IN continuation of the 9th para. of our despatch, dated the 27th February last, No. 30, we beg to forward, in Collection No. 3, copy of a representation recently made to Government by a person named Goolab Chund Sheochund, containing charges of bribery and corruption against the native agent of the Baroda Residency. We have endeavoured, but without success, to trace out the individual in whose name this representation has been made.

EXTRACT Political Letter to Bombay, dated 18 August (No. 21) 1847.

Letter from, dated 13th April (No. 51) 1847.
(5.) Representation made by a person named Goolabchund Sheochund, containing charges of corruption against the Native Agent of the Baroda Residency. Government has in vain endeavoured to trace out the individual in whose name the representation was made.

5. IN the absence of any person who acknowledged the authorship of this representation, you could take no steps in the matter, further than to communicate it to the Resident.

EXTRACT Political Letter from Bombay, dated 27 February (No. 30) 1847.

Baroda Residency. Coll. No. 5.
Pol. Cons. 1846:
September 23, No. 6872 to 6877.
October 14, No. 7562.
December 3, No. 8766 to 8768.
September 1, No. 6343 to 6345.
October 7, No. 7226 to 7230.
November 11, Nos. 7917 and 7918.
December 3, No. 8763 to 8765.
1847:
January 20, Nos. 350 and 351.
1846:
November 11, No. 8080 to 8082.
December 3, No. 8508 to 8510.
October 7, No. 7231 to 7234.
„ 28, No. 7849.
December 3, No. 8680.

9. WE beg to forward, in Collection No. 5, several representations which have been recently made to Government by parties purporting to reside at Ahmedabad and Baroda, containing charges of bribery and corruption against members of the native establishment of the Baroda Residency. From these proceedings your Honourable Court will observe that we have endeavoured, but without success, to trace out any of the parties in whose names these representations have been made, in order that they might be invited to appear, either before the Resident at Baroda, or before our Political Secretary, and that such inquiry as might then appear requisite might be instituted into their accusations.

EXTRACT Political Letter to Bombay, dated 16 June (No. 14) 1847.

Letter from, dated 27th February (No. 30) 1847.
(9.) Respecting several representations made to Government, imputing corruption to members of the Baroda Residency Native Establishment. Government vainly endeavoured to trace the persons in whose names these representations were made.

12. THE author of one of these representations (Babojee Sudashew Moga) avowed himself, but as his petition was in the name of a different person (Moro Narrayn), he was informed that no orders could be issued on it, except to that person. Babajee subsequently expressed his intention of appearing personally at Bombay, and producing his proofs, but it appears that he has not done so.

EXTRACT Political Letter from Bombay, dated 16 February (No. 16) 1850.

Coll. No. 3.

4. THE proceedings which form Collection No. 3, relate to the recent dismissal by Captain French, from the situation of mehta in charge of the Gaekwar village "Gameta," of an individual named Hurgovind, in consequence of his having been convicted before Lieutenant Battye, Assistant Resident, of a charge of bribery. For our sentiments upon this case, we beg to refer to our Chief Secretary's letter to Captain French, dated the 22d ultimo.

Charges of Bribery against Native Establishment of Baroda Residency.

EXTRACT Political Letter to Bombay, dated 12 June (No. 18) 1850.

Dismissal, by Captain French, of a mehta, named Hurgovind Asaram, on the ground of bribery, after an investigation by the Assistant Resident, Lieutenant Battye.

17. YOU were of opinion, on account of discrepancies in the evidence, that the charge of bribery was not proved, though there was strong suspicion; therefore, while you confirmed the dismissal of the mehta, you ordered the fine which had been imposed on him to be refunded. We concur in your remarks on the oversights committed by the investigating officer.

Extract Bombay Political Consultation, 11 November 1846.

Political Department.

No. 8119.

SUBSTANCE of a Petition from *Goolabchund Sheochund* to the Honourable the Governor in Council, dated 20th August, and received 9th October 1846.

ASHURAM PURBHOO, who used to convey information from the native agent of the Residency and afford assistance, is dead, and the native agent is now looking out for a man to employ in his place to convey information to this Government. For the present he has employed Wagjeebhaee Borsudkur, and secretly communicates through him with the Baroda Government. Wagjeebhaee has a dispute with the Baroda Government regarding a piece of land, and the native agent has secretly sent word that if the matter should not be disposed of in favour of Wagjeebhaee, he, the native agent, would injure the Baroda Government. He is pressing the Government to appoint his eldest son to the situation of 400 rupees per month, which Asharam held, but his Highness will not agree to this; his Highness tells him that because he makes himself useful in various matters, situations of 500 rupees each per annum will be given to both his sons, but he wishes to have situations of 1,000 rupees each. Before a written communication had been made by the Resident, the native agent secretly furnished information to his Highness of the order issued by the British Government to expel (from the Baroda territory) some persons who had committed an outrage upon some European officers of Dessa. Afterwards his Highness sent Mahadeobhut of the Furneesee department to ask the native agent what reply should be returned on the subject, and to tell him that something would be given to him for his advice. The native agent then told him the reply, and his Highness accordingly wrote to the Resident, raising objections to what had been communicated to him. His Highness purchased from Bappo Hany and others gold worth 5,000 rupees, and sent it through Mahdeobhut to the native agent, for giving the advice. Mahadeobhut also received a reward of 300 rupees. The native agent receives a monthly allowance from his Highness. With a view to prevent these proceedings from being known, the native agent daily sends Bappo Deokur, a karkoon of the Mootalik, to the officers of his Highness, and manages every affair through him. This Bappoo karkoon is a great rogue, and the native agent gives him a 16th part of the bribes he receives through him. The native agent thus receives bribes and gives out information. He was afraid of the former Resident, but he does not fear the present officer, and receives bribes. I think he will carry with him a larger fortune than any of his predecessors. This is the reason why he gave up his high situation for one where he receives less pay. He goes to the kutcherry at two o'clock; he listens only to such petitioners as apply to him through Wagjee Beechur and abuses those who do not do so. This Wagjee publicly goes to the kutcherry and fearlessly inquires of the native agent regarding the cases of the petitioners. The native agent also gives him every information; nothing is now-a-days kept secret in that kutcherry: every one openly does anything he likes. The native agent has taken a writing for 10,000 rupees for settling some affairs of Wittul Rao Dewajee, the late dewan, with his Highness the Guicowar. I am in the habit of going to the house of the late Asharam, and I saw in his duftur a writing passed by him to the native agent regarding the bribes received at Baroda. I beg to send a copy of the writing, for the information of your Honor in Council. Such is the state of things here, and it is surprising that no measures are adopted regarding the native

Charges of Bribery against Native Establishment of Baroda Residency.

native agent. He has got an inordinate desire for money, and if he is continued in the service, both Government and the people will suffer greatly. There are *several other matters, and if Government wishes, I shall bring them to notice. I am Guzerathee Banian, and do not know the language nor the characters used by the Marathee people; I have, however, written this short representation. If information on the above subjects should be obtained through the Resident, without the native agent's knowledge, all the particulars will be known.*

(signed) *W. Escombe.*
Secretary to Govt.

To *Rajeshree Tatia,* Saheb, writes *Asharam Purbhoo,* of Baroda.

Your money on account of your having disposed of cases satisfactorily, amounting to 25,000 rupees, is with me, and I shall pay it to you whenever you require it. Do not be afraid.

(signed) *W. Escombe,*
13 June 1846. Secretary to Government.

No. 8119.

Minute by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane.*

I think this petition should be disposed of in a manner similar to that adopted in the case of Balajee Krooshun Mawulkur, in conformity with my minute of the 11th September last.

(signed) *L. R. Reid.*
30 October 1846. *J. P. Willoughby.*
D. Blane.

No. 4181 of 1846.

No. 8121.

Resolution of Government in the Political Department.

With reference to the petition dated the 20th August last, purporting to proceed from a person named Goolabchund Sheochund; ordered, that the Secretary to Government in the Persian Department be requested to prepare and forward to the Political Department an answer to this petition, informing Goolabchund, that if he will appear in person before the Resident at Baroda, that officer will receive, and institute such inquiry into as may seem necessary, any complaints or accusations he may have to offer against the members of the Residency establishment; or if Goolabchund prefers to appear at the Presidency, he should be informed that he is at liberty personally to lay his complaints before the Secretary to Government in the Political Department.

2. Ordered further, that the Secretary to Government in the Persian Department be requested to forward to the Political Department an English version of this answer.

(signed) *A. Malet,*
Bombay Castle, Secretary to Government.
5 November 1846.

No. 4182 of 1846.

No. 8122.

From the Secretary to Government, Bombay, to *W. C. Andrews,* Esq., Officiating Resident at Baroda.

Sir,

I am directed by the Honourable the Governor in Council to transmit to you the accompanying letter to the address of Goolabchund Sheochund, in reply to a petition received by post, purporting to proceed from a person of that name, accusing the native agent attached to the Baroda Residency of receiving large bribes from his Highness the Guicowar; and to request that you will endeavour to

Charges of Bribery against Native Establishment of Baroda Residency.

to ascertain if there is such a person at Baroda, in which case the enclosed letter should be delivered to him.

2. An English version of this letter is herewith forwarded for your information.

I have, &c.
(signed) *A. Malet,*
Secretary to Government.

Bombay Castle,
5 November 1846.

Persian Department.

Translation of a Letter from the Secretary to Government to *Goolabchund Sheochund,* dated 5 November 1846.

Govt. Rev. Pol. Department. No. 4181 of 1846.

With reference to your petition, dated the 20th August last, I am directed to inform you, that if you will appear in person before the Resident at Baroda, he will receive and institute such inquiry as may seem necessary into any complaints or accusations you may have to offer against the members of the Residency establishment; or if you prefer to appear at the Presidency, you are at liberty personally to lay your complaints before the Secretary to Government in the Political Department.

(signed) *A. Malet,*
Secretary to Government.

(True copy.)
(signed) A. Malet,
Secretary to Government.

Extract Bombay Political Consultation, 3 December 1846.

No. 75 of 1846.—Persian Department.

Memorandum of Government in the Persian Department.

No. 8684.

With reference to the Resolution of Government in the Political Department, No. 4181, dated the 5th instant, the Secretary has the honour to forward the accompanying reply to Goolabchund Sheochund, together with a copy of its English version.

(signed) *A. Malet,*
Secretary to Government.

Bombay Castle,
10 November 1846.

Extract Bombay Political Consultation, 17 December 1846.

No. 291 of 1846.—Political Department.

From *W. C. Andrews,* Esq., Acting Resident at Baroda, to *Arthur Malet,* Esq., Secretary to Government, Bombay.

No. 9030.

Sir,

I have the honour to return the accompanying letter, addressed to Goolabchund Sheochund, transmitted with your letter, dated 5th instant, No. 4182, as no such person is to be found residing either in the town of Baroda or this cantonment.

I have, &c.
(signed) *W. C. Andrews,*
Acting Resident.

Baroda Residency,
28 November 1846.

Charges of Bribery against Native Establishment of Baroda Residency.

No. 9031. MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane.*

THIS letter should be returned to Mr. Andrews, to be retained till claimed by the person to whom it is addressed.

(signed) *L. R. Reid.*
J. P. Willoughby.
D. A. Blane.

7 December 1846.

No. 4648 of 1846.—Political Department.

No. 9032. From the Secretary to Government, Bombay, to *W. C. Andrews,* Esq., Officiating Resident at Baroda.

Sir,

IN acknowledging the receipt of your letter, dated the 28th ultimo, No. 291, I am directed by the Honourable the Governor in Council to return to you the packet which accompanied it to the address of Goolabchund Sheochund, to be retained till claimed by this individual.

I have, &c.
(signed) *A. Malet,*
Secretary to Government.

Bombay Castle,
10 December 1846.

(True extract.)
(signed) A. Malet,
Secretary to Government.

Extract Bombay Political Consultation, 23 September 1846.

Persian Department.

No. 6872. SUBSTANCE of a Petition from *Ballajee Krushna Mawulkur* to the Honourable the Governor; dated 28 July, and received 12 August 1846.

IN 1844, when the present native agent of the Baroda Residency resigned his dufturdarship in the Revenue Commissioner's Office, where he received 500 rupees per month, and with a view to the acquisition of greater fortune, went to Baroda on a salary of 300 rupees of the Baroda currency, Mr. Boyd, the Resident, being aware of his design, intimated to him at the first meeting, that he was not to visit the city of Baroda, or to live there, but that he was to live in the camp; that he was to have no intercourse either with the people of the Guikwar, or with those of Gungadhur Shastree; and that if he were found to have any intercourse with them, Government would be displeased with him. The native agent had taken up his abode in the Shastree's garden; but, in order to make the Resident believe that his orders were attended to, he looked out for a place in the camp. He afterwards represented to the Resident that the place was not good, and requested permission to live near the gate of the city, stating at the same time, that he would have no intercourse with the people of the city. On this, Mr. Boyd, after furthering, lecturing him, permitted him to reside in the city. Mr. Boyd watched his conduct, and so did Mr. Remington after Mr. Boyd's departure from Baroda. During this period, the native agent had no meetings either with the Guikowar's people, or with those of the Shastree, in the day or in moonlight nights. He used to meet them in dark nights. Mr. Ogilvy also watched these proceedings, and suspected the native agent of some irregular acts. Meanwhile, the native agent removed to a place next door, to the house of Rughoonath Muhiput, *alias* Kaka Saheb, a principal man in the affairs of the Guikowar.

The Guikwar had dismissed Asharam Purbhoodass from the office of kumavisdar; but when his Highness learned that he was a great friend of the native agent, who was then about to come to Baroda, his Highness, with the view of securing his assistance by means of Asharam, and getting his affairs settled as he

Charges of Bribery against Native Establishment of Baroda Residency.

he wished, employed Asharam on a salary of 400 rupees per month, without assigning him any service. Asharam goes at night to the native agent with messages from the Guikwar regarding matters connected with the Residency, and after holding a secret consultation, they fix the amount of bribe to be demanded, and resolve upon the reply to be returned by the Guikwar to a reference made to him by the Company's Government. Asharam then communicates the result to his Highness, and receives the amount of the bribe, which, after a deduction of one-sixteenth part as his commission, he either pays to the native agent, or credits to his account in his (Asharam's) books. This practice has prevailed for the last two years, during which the native agent has received about 50,000 or 60,000 rupees. Whenever there is an important matter to be replied to, Asharam takes the native agent to his Highness at night, and he drafts a reply to be returned to the British Government, and gives it to Asharam. Afterwards, Asharam shows the draft to the Guikwar, and with his Highness's permission gets it copied out by one of the karkoons of the Furnees, and sends it to the Company's Government. Formerly, the karkoons of the Furnees used to draft replies to all references, and to despatch them after his Highness's approval. But after the arrival of this new karbharee of the Company's Government, the drafts were no longer prepared by the karkoons. Every matter was disposed of with the advice of the native agent, and Asharam pretended to draft replies to all the references from the Company's Government. This state of things continued for a year; but when it became known, the business was again entrusted to the karkoons of the Furnees. Such disorder has prevailed here; but Government does not notice it. Before the appointment of this native karbharee, I represented all the circumstances; notwithstanding which, he was sent to this place.

I further beg to represent that the Guikwar lately paid 25,000 rupees to the native agent to enable him to build a house at Ahmedabad. This money was paid to him through a confidential karkoon of the Guikwâr. Apprehending that the matter would be known if payment were made in Baroda, the karkoon had the money paid on his own account by Shet Hemabhaee, a banker of Ahmedabad. I beg to forward copy of an order given to the native agent for the money on the above banker; this copy will fully convince Government of the truth of my statement. I have seen no one on the face of the earth who would take an appointment, the emoluments of which are less than those which he receives. The native agent is a man who would sacrifice even his life for the sake of a single copper pice, and he would therefore never accept a situation of less emoluments. However, in the hope of being enabled to make a large fortune, in the same manner as the late native agent, Sarabhae, and others had done, and having been informed by Asharam of the Guikwar's remark to the effect that he, the native agent, would benefit himself if he accepted the situation at Baroda, he, the native agent, came to this place. The officer who is now in charge of the Residency does not personally inquire into matters, but acts according to the representations of the native agent, who is consequently better enabled to receive bribes. As Asharam has been unwell for the last month, and cannot go to the Guikwar, the native agent is very uneasy, and does not attend even to the business in the kutcherry; his mind is wholly taken up with anxiety for Asharam's recovery. The Guikwar is willing to give appointments of 500 rupees each to two of his sons, one of whom has lately come from some sunsthan in the Deccan, but the native agent wishes to have appointments of 1,000 rupees each. As Asharam is unwell, the matter has remained *in statu quo*, and the native agent has detained the son who came from the Deccan, for if the appointments are given, it will not be necessary for him to go back.

I further beg to represent, that a gentleman in Poonah having recommended to the notice of the native agent Bappoo Deokur, who is a karkoon of Gungadhur Shastree, and who is a great adept in the art of chicanery, he Bappoo used to go to him in dark nights and to speak to him about subjects connected with the Shastree's family and other matters. He now goes to him in the day, and, guided by his advice, has created disputes between Bheemajee and Balcrushna Shastree. The native agent considering himself a great man, and regarding Balcrushna Shastree's disputes as unjust, went to him without permission from the Company's Government, and taking the part of Bheemajee Shastree, began to admonish Balcrushna, who, however, would not listen to him. On this the

native

Charges of Bribery against Native Establishment of Baroda Residency.

native agent sent word by Bappoo Deokur to Bheemajee, and had fresh disputes created between him and Balcrushna. Having been thus greatly annoyed Balcrushna left the house, and is living separately. Afterwards the native agent induced Bheemajee to make a complaint to the Company's Government, and with the view of getting bribes, intended to have the matter inquired into by the Resident, but this course being opposed to the rules of the sunsthan, he had a reference made to the Guikwar. On this Bappoo Dookur told the native agent that if the Guikwar should dispose of the matter, they would get nothing. The native agent therefore hit upon the plan of having the matter amicably settled by means of arbitrators appointed by both parties, and Bheemajee and Balcrushna accordingly appointed three arbitrators, one of whom was the native agent, and the other two were inhabitants of Baroda. On this the native agent said to Balcrushna and Beemajee that the British Government would reprimand him if informed of his selection; that, therefore, they should select some other person, and that after an inquiry the arbitrators should pass their decision agreeably to his opinion. The Shastrees have accordingly appointed three arbitrators, who are going to make a settlement according to the opinion of the native agent. With the view of having the matter settled in his favour by the native agent, Bheemajee promised, through Bappoo Deokur, to pay 10,000 rupees to the native agent, and passed a writing to him; Bheemajee paid him 5,000 rupees in cash, and passed a writing to him for the remaining 5,000 rupees. A copy of the writing is herewith sent. When Balcrushna requested the native agent to make the settlement in his favour, he required him to pay 20,000 rupees. Balcrushna afterwards agreed to pay 10,000 rupees, and gave him 2,000 rupees worth of gold. But a settlement has not yet been made, nor a writing passed. This negotiation is not known to Bheemajee, but to Bappoo Deokur. The native agent has promised to pay Bappoo 1-16th part of what he may get. Although the native agent is a Government servant, he has, without its knowledge, mixed himself in the arbitration of the case of the Shastrees, who are servants of the Guikwar and the British Government. This is quite irregular. The native agent has, since his arrival here, made a fortune of about 70,000 or 80,000 rupees. Let this be known to Government. I beg Government to take into mature consideration the accompanying copies of writings, which I have procured after much trouble. Mr. Willoughby always watched the proceedings in this sunsthan, but no one does so now. In addition to these there are several other instances of corrupt conduct on the part of the native agent Nurso Luxmon, but I shall bring them to the notice of Government when I get hold of proper evidence. It does not become such a great man to act thus, and I have therefore made this representation to your Honour in Council. On ascertaining whether the native agent has or has not the assistance of the persons mentioned in this letter, your Honour in Council will learn all the particulars.

(signed) *W. Escombe*,
Secretary to Government.

No. 6873.

MINUTE by the Honourable the Governor.

HAVE we any former representations from Balajee Krooshun Mawulkur, or is it known whether there is such a person, and if so, who he is?

2 September 1846. (signed) *L. R. Reid.*

No. 6874.

MEMORANDUM by the Chief Secretary.

THE Chief Secretary has the honour to state, in reply to the Honourable the President's query, that there are no former proceedings on the records of Government in which the name of the above individual appears, nor anything to show who he is.

(signed) *R. K. Pringle*,
Chief Secretary.

9 September 1846.

No. 6875.

Minute by the Honourable the Governor.

This petition was received here by post, I presume from Baroda. It is to me very doubtful whether there will be found such a person as Babajee Krooshun Mawulkur. I am very averse to bringing on record petitions of this nature until it is ascertained whether they are *bonâ fide* written and despatched by the parties whose names they bear, and more particularly so to allowing them to be sent to subordinate departments. If true, they only serve to put on their guard the parties whose conduct is arraigned in them; if false, they give unnecessary pain; while their reception at all may gratify the parties whose ill-feeling may have been the cause of their transmission to Government.

With these views, I would propose that we dispose of this petition by addressing an answer to Babajee Krooshun Mawulkur, informing him, with reference to his petition of the 28th July last, that if he will appear in person before the Resident, that officer will receive and inquire into, as may seem to him necessary, any complaints or accusations he may have to prefer, corresponding orders being at the same time issued to Mr. Andrews; or should this individual prefer to appear at the Presidency, he may do so before the Secretary to Government in the Political Department.

11 September 1846. (signed) *L. R. Reid.*

No. 6875 A

Minute by the Honourable Mr. *Willoughby*, subscribed to by the Honourable Mr. *Blane*; without date.

I concur in the course proposed by the Honourable President. The letter should, I think, be forwarded through the Resident at Baroda, with instructions to endeavour to ascertain if there is such a person at Baroda as Ballajee Krushna, and he should, I think, at the same time be informed of the purport of his communication.

(signed) *J. P. Willoughby.*
D. Blane.

No. 6876.

No. 3537 of 1846.

Resolution of Government in the Political Department.

With reference to the petition, dated the 28th July last, purporting to proceed from a person named Ballajee Krishna Mawulkur, ordered, that the Secretary to Government in the Persian Department be requested to prepare and forward to the Political Department an answer to this petition, informing Ballajee Krishna that if he will appear in person before the Resident at Baroda, that officer will receive and institute such inquiry into, as may seem necessary, any complaints or accusations he may have to prefer against the members of the Residency establishment; or if Ballajee Krishna prefers to appear at the Presidency, he should be informed that he is at liberty personally to lay his complaints before the Secretary to Government in the Political Department.

2. Ordered further, that the Secretary to Government in the Persian Department be requested to forward to the Political Department an English version of this answer.

(signed) *A. Malet,*
17 September 1846. Secretary to Government.

No. 6877.

No. 3538 of 1846.—Political Department.

From *A. Malet*, Esq., Secretary to Government, Bombay, to *W. C. Andrews*, Esq., [illegible] Officiating Resident at Baroda.

Sir,

I am directed by the Honourable the Governor in Council to transmit to you the accompanying letter, addressed to "Ballajee Krushna Mawulkur," in reply

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to a petition received by post, purporting to proceed from a person of that name, accusing the native agent attached to the Baroda Residency of receiving large bribes from his Highness the Guicowar, and to request that you will endeavour to ascertain if there is such a person at Baroda, in which case the enclosed letter should be delivered to him.

2. An English version of this letter is enclosed for your information.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 17 September 1846.

Extract Bombay Political Consultation, 14 October 1846.

No. 62 of 1846.—Persian Department.

No. 7562.

MEMORANDUM by the Persian Secretary.

WITH reference to the resolution of Government in the Political Department, No. 3537, dated the 17th instant, the Secretary has the honour to forward the accompanying reply to Ballajee Krushun Mawulkur, together with a copy of its English version.

(signed) *W. Escombe*,
Secretary to Government.

Bombay Castle, 21 September 1846.

Persian Department.

COPY of a Letter from the Secretary to Government in the Persian Department to *Ballajee Krushun Mawulkur*, dated 17th September 1846.

WITH reference to your petition, dated the 28th July last, I am directed to inform you that if you will appear in person before the Resident at Baroda, he will receive and institute such inquiry as may seem necessary, into any complaints or accusations you may have to prefer against the members of the Residency establishment; or if you prefer to appear at the Presidency, you are at liberty personally to lay your complaints before the Secretary to Government in the Political Department.

(signed) *W. Escombe*,
Secretary to Government.

(True copy.)
(signed) W. Escombe,
Secretary to Government.

Extract Bombay Political Consultation, 3 December 1846.

No. 273 of 1846.—Political Department.

No. 8766.

From *W. C. Andrews*, Esq., Acting Resident at Baroda, to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to return the accompanying letter, addressed to Ballajee Krishna Mawulkur, transmitted with your letter No. 3538 of 1846, of the 17th September last, as no such person is to be found residing either in the town of Baroda or this cantonment.

I have, &c.
(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency, 9 November 1846.

Charges of Bribery against Native Establishment of Baroda Residency.

No. 8767.

MINUTE by the Honourable the Governor, subscribed to by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

THIS letter should have been retained by the Resident, in case the person to whom it is addressed should eventually claim it; it may be returned to him for that purpose.

(signed) *L. R. Reid.*
J. P. Willoughby.
D. A. Blane.

Khandala, 25 November 1846.

No. 4515 of 1846.—Political Department.

No. 8768.

From *A. Malet*, Esq., Secretary to Government, Bombay, to *W. C. Andrews*, Esq., Officiating Resident at Baroda.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter dated the 9th instant, No. 273, and to inform you that the Mahratta communication to the address of Ballajee Kristna Mawulkur should have been retained by you in case the person to whom it is addressed should eventually claim it; it is accordingly returned to you for this purpose.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle,
28 November 1846.

Extract Bombay Political Consultation, 1 September 1846.

No. 6343.

PETITION from *Moro Narayen*, Baroda, to his Excellency the Honourable Sir *George Arthur*, Bart., K. C. H., Governor and President in Council, Bombay.

Most humbly showeth,

YOUR petitioner most humbly begs to take the liberty to bring the following circumstances to the notice of your Honourable Board, that they may be fully and strictly inquired into.

The body of Guzerat irregular horse which the Government entertains at the expense of the Guicowar, is considered a very great imposition on him. To get rid of it, Bapoo Anunt and Gunesh Punt, giving him bad counsel, caused Gopalrao Myral to open a firm at Bombay in the time of Sir James Carnac, the late Governor, and receiving from him (the Guicowar) an enormous sum of ten lacs of rupees, through its means persuaded Gunputibava Motie Pursotum and Balajeepunt to go to the late Dhacjee Dadajee, and by their joint consent to carry on all sorts of tricks to the effect. They accordingly went and began writing private letters, to Bapoo. In the meantime Heeralal Goverdhundass informed of this to Government, and on searching the firm of Gopalrao Myral, a great many letters which Bapoo wrote to the Ballajeepunt on the subject of bribery were seized, but the contents therein being written ambiguously, Gunputibava and Ballajeepunt, when taken to the police, refused it as a fact, and consequently it was not fully proved. Government, however, being fully convinced in this inquiry that Bapoo and Guneshpunt were the most treacherous persons, directed the late Resident, Mr. Boyd, to prohibit them from having any concern with the Residency, and he did so. Notwithstanding all this his Highness the Guicowar, in order to have Bapoo and Guneshpunt employed at his own Durbar, as well as at the Residency, transmitted a sum of 25,000 rupees in the year 1845 (about Posh or Margsheer) to bribe Mr. Willoughby, so that he may use his influence to obtain a Government order for their free access to the public affairs. Here it is to be remarked, that his Highness the Guicowar, not being severely admonished in the case of Dhackjee, &c., again sent money and tried to blame gentlemen of high offices as taking bribes. It is very astonishing that such tricks should escape the inquiry of Government. Your petitioner begs to enclose a letter for the satisfaction of Government, and requests

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requests they will return it to the Resident, with direction to call Naranrao Luxmunjee (a carkoon of Gopalrao Myral), who is well aware of the whole of this proceeding, and to make rigid inquiries, when every trick of his Highness the Guicowar, Bapoo, and Guneshpunt will immediately be found out. In case Narunrao refuse as to his knowledge of it, this enclosed letter to be shown to him, when it would be very difficult for him to deny his own writing. Should it be necessary, your petitioner can give further proofs to the Resident by presenting several other letters of Narunrao (which your petitioner has got from some one), and by the Resident's reference to the accounts of a great banker, in which the above said sum of 25,000 rupees, which was sent for bribe, is duly entered. If Government, after being thus informed to its full extent, with sufficient proofs, overlook this case, people have every reason to suppose that gentlemen holding high offices do take bribes. Mr. Sutherland, the late Resident, being fully convinced that Bapoo and Guneshpunt were the most treacherous persons in the Guicowar's States, expressed his opinion to prohibit them from having any communication in the Residency; and it was subsequently confirmed as aforesaid. It would appear very strange, and unworthy to the eyes of the public, should Government take no notice of these prohibited persons' interference, and giving bad consent in Guicowar's public business; Government will therefore order an immediate and strict inquiry to be instituted about it by the Resident, and thereby put an end to such tricks and treacheries.

And your petitioner, as in duty bound, will ever pray.

Baroda, 5 August 1846. (signed) *Moro Narayen.*

TRANSLATION.

After Compliments.

I HAVE had no letter from you, and have heard no news since Dajeeba was despatched to you with hoondies. Shreemunt Maharaj every day inquires of me whether I have received a letter from Bombay, and I find it very difficult to return a reply. I therefore request that, agreeably to what the Maharaj has told you, you will by some means or other secure the assistance of Mr. Willoughby, and will take such steps as will remove the interdict against the intercourse of Bappoo Saheb, Ungurray Gunesh Punt, and others, five in number, with the Residency, and will enable them to take such part in both the Durbars as they used to do before. If, in order to accomplish this, it should be necessary to pay Mr. Willoughby the whole amount of the hoondees sent to you, you can do so; but before you make any payment you must take care to see Mr. Willoughby yourself, and have a personal conversation with him, and must not depend upon the third party, for now-a-days no one can be depended upon. Bappoo Saheb has also desired me to write to you to say that you must not depend upon the third party, for he, Bappoo Saheb, had in like manner used Gunputtee Bawa and Motee Pooshotum as agents in Dhackjee's case, and spent a large sum of money by relying too much upon them. That Gunputtee Bawa and Ballajee Punt used to write most positively that Motee Poorshotum had every day a personal conversation with Mr. Willoughby, and that he, Mr. Willoughby, was using his endeavours to relieve (the Guicowar) first the charge of the contingent horse. That in consequence of such communications, he, Bappoo Saheb, continued to send the agents money; that no business was, however, done through them; but on the contrary, that he, Bappoo Saheb, got into difficulties, from which he was extricated by his own good luck. Bappoo Saheb has therefore desired me to tell you to be very careful in your conduct, and not to let any one discover you, and before making any payment yourself to Mr. Willoughby, and if he promises to do the business, to inform him that no more money can be paid to him, for if his assistance is secured, and he becomes our protector, there is no difficulty about giving him more money to preserve his good services. We have to get him hereafter to use his endeavours for the discontinuance of the contingent horse. I beg that by some means or other you will arrange so that Bappoo Gunesh Punt and others may be able to take openly such part in both the Durbars as they used to do before, and that you will write to me accordingly. The Maharaj, Bappoo Saheb, and Gunesh Punt wish that when you have a personal meeting with Mr. Willoughby, you will distinctly tell him that what they are going to give him now is a mere trifle, but that if he continues to assist them, they will please him well. Use, therefore, your best endeavours to acquire Mr. Willoughby's favour; pay him yourself the money which has been sent to you, and let me have an early reply; in short, ascertain Mr. Willoughby's intentions regarding the wishes of the Mahraj and Bappoo Saheb, and write to me immediately; we are anxiously awaiting your reply. Place no confidence whatever in the third party, and despatch Dajeeba without loss of time. What more need be written. Dated 9th February 1845. Be kind! This is the prayer.

P. S.—As this letter is written plainly, destroy it as soon as you have understood all the contents; in future I shall not write so plainly, but shall use fictitious names for the different parties; viz., Shetjee (master) for the Maharaj, Viaparee (merchant) for Mr. Willoughby,

Willoughby, and Moorubees (protectors) for Bappoo Sahib and Gunesh Punt. Destroy this letter as soon as you have read it. This is the prayer.

(signed) *Narrayen Rao Luxomon.*

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Pringle.* No. 6344.

IT is most probable that there is no such person as Moro Narrayen. But assuming there may be such a person, I think a letter should be addressed to him, directing him to appear before the Chief Secretary at Bombay, with such proofs as he may have to adduce, when due inquiry will be made.

(signed) *L. R. Reid.*
J. P. Willoughby.
R. K. Pringle.

26 August 1846.

No. 3247 of 1846.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *Moro Narrayen*, Baroda. No. 6345.

IN reply to your letter, dated the 5th instant, I am directed by the Honourable the Governor in Council to inform you, that on your appearing before the Chief Secretary to Government at Bombay with such proofs as you may have to adduce in support of the assertions therein contained, due inquiry will be made into them.

By order, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 27 August 1846.

Extract Bombay Political Consultation, 7 October 1846.

No. 85 of 1846.

From *Ruttonjee Maneckjee*, Post-Office Clerk, Baroda, to the Postmaster-General Bombay. No. 7226.

Honoured Sir,

IN acknowledging the receipt of your letter, No. 1527 of 1846, with its enclosure, being a letter to the address of Moroo Narrayen, I respectfully beg leave to inform you, that in conformity to the instructions contained in your above communication, I made inquiries for the above-mentioned individual, but a person by name Babajee Sudasive Mogee, temporarily residing in this camp, came and demanded of me the letter, saying he is the person who had made a petition to the Honourable the Governor in Council, by Moroo Narrayen's name, but I declined giving it to him, and desired him either to send, or bring with him the man to whom it is addressed; he said that man has gone abroad. Two or three days after Babajee again came to me, accompanied by another man, and said, "This is Moroo Narrayen"; to whom I questioned whether any other person in camp or in town knows him, if so, let him come and tell me, for my satisfaction, that "you are the real person, by name Moroo Narrayen"; he said, he being an inhabitant of Nassick, nobody else knows him except Babajee. This seemed to me doubtful, and consequently I did not give the letter to either of them; I therefore beg the favour of your further instructions on the subject. Babajee Suddasive is very anxious to receive the letter, and is willing to give a receipt for the same.

I remain, &c.
(signed) *Ruttonjee Maneckjee,*
Post-Office Clerk.

Baroda Post-Office,
16 September 1846.

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No. 7227.

MEMORANDUM by the Political Secretary.

THERE is no letter from the Postmaster-general on this subject. I requested him to discover who received the letter addressed to Moro Narrayen, and this is the reply of his clerk at Baroda, who must have been directed by him to inquire as to the identity of the person calling himself Moro Narrayen.

(signed) *A. Malet*,
Political Secretary.

30 September 1846.

No. 7228.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

OUR object is to discover who is this Mawulkur, and I think we may therefore direct the postmaster to deliver the letter to the Resident, and to inform the party applying for it, Babajee Sudasew, that he has done so, and that the Resident will deliver it to him, after due inquiry whether he is entitled to receive it. The Resident should be instructed accordingly. I scarcely think it necessary that he should insist on the appearance of Mawulkur himself, but he should ascertain who is this Babajee Sudasew, and take his receipt before delivering the letter to him.

(signed) *L. R. Reid.*
J. P. Willoughby.
D. Blane.

1 October 1846.

No. 3716 of 1846.

No. 7229.

From *A. Malet*, Esq., Secretary to the Government of Bombay, to *William Courtney*, Esq., Postmaster-General.

Sir,

WITH reference to the letter to your address from the post-office clerk at Baroda, dated the 16th ultimo, I am directed by the Honourable the Governor in Council to request that you will instruct that individual to deliver to the officiating Resident, Mr. Andrews, the letter therein alluded to, to the address of "Moro Narrayen," and inform the person named Babajee Suddasew, who has applied for it, that he has done so, and that that gentleman will deliver it to him after due inquiry that he is entitled to receive the same.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 2 October 1846.

No. 3717 of 1846.

No. 7230.

From *A. Malet*, Esq., Secretary to the Government of Bombay, to *W. C. Andrews*, Esq., Officiating Resident at Baroda.

Sir,

I AM directed to transmit a copy of a petition from a person signing himself Moro Narrayen, and my reply thereto.

2. From a report from the post-office writer at Baroda, it appears that an individual named "Babajee Suddasew Moga," has demanded this letter, on the plea that he had petitioned Government under the name of Moro Narrayen.

3. As the object of Government is to discover who Moro Narrayen is, the Postmaster-general has been requested to direct his clerk at Baroda to make over the above letter to you, and to inform Babajee Suddasew that he has done so, and that you will deliver it to him after due inquiry that he is entitled to receive the same.

4. The Governor in Council, however, deems it scarcely necessary that you should insist on the appearance of "Moro Narrayen" himself, but requests that

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that you will in the first instance ascertain who "Babajee Suddasew" is, and take his receipt before delivering the letter to him.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 2 October 1846.

Extract Bombay Political Consultation, 11 November 1846.

No. 242 of 1846.—Political Department.

No. 7917.

From *William Charles Andrews*, Esq., Acting Resident at Baroda, to *Arthur Malet*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to your letter, dated 2d instant, No. 3717, forwarding copies of a petition from a person signing himself Moro Narrayen, and of your reply thereto, and informing me that the Postmaster-general has been directed to order the post-office clerk at this station, to make over to me the letter addressed by you to that individual, I have the honour to report that the post-office clerk has not yet received instructions for so doing.

I have, &c.
(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency, 15 October 1846.

No. 4037 of 1846.—Political Department.

REFERRED for the report of the Postmaster-general, with reference to the Government letter to his address, dated the 2d instant, No. 3316.

By order, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 24 October 1846.

REPORT by the Postmaster-General.

No. 7918.

THE Postmaster-general regrets to state, that through oversight, no instructions were issued on Government's letter of the 2d instant. The requisite orders were sent on the 24th instant, to the post-office clerk at Baroda to deliver the letter in question to the Resident, and to inform Babajee Suddasew accordingly.

(signed) *A. Ravenscroft*,
Postmaster-General.

Bombay General Post-Office,
26 October 1846.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*.

No. 7919.

THE instructions having now been sent, this may be recorded.

(signed) *J. P. Willoughby*.
D. Blane.

28 October 1846.

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No. 8763.

Extract Bombay Political Consultation, 3 December 1846.

No. 276 of 1846.—Political Department.

From *William Charles Andrews*, Esq., Acting Resident at Baroda, to *Arthur Malet*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to your letter of the 2d ultimo, No. 3717 of 1846, forwarding copy of a petition from a person calling himself Moro Narrayen, and your reply thereto, I have the honour to report, for the information of Government, that having procured the attendance before me of the individual named Babajee Suddasew Mago, I took down his statement of what he knew regarding the said petition; and he having satisfied me, by the production of the post-office receipt for the packet enclosing the petition to Government, of his title to receive it, I delivered to him your reply addressed to Moro Narrayen. Translation of his statement I beg to forward herewith.

2. I think it may be concluded that Moro Narrayen is altogether a fictitious person, and that Babajee Suddasew is the author of the petition.

3. I have learned from inquiries that I have made respecting this individual, that he was not long ago, as he states, in the service of Bappoojee Annunt "moomin," or chief manager of Gopalrao Myral's affairs. He was also, I understand, in the confidence of Mhadorow Ghajeree and Narranrow Luximon; the latter of whom was also in the service of Gopal Myral, and the former is the dewan of his Highness's concubine, Bheemabhayee, and by their agency he was sent to Bombay about a year and half ago on some secret business of his Highness; to effect which he was entrusted with funds, for a due account of which Moro Luximon became security to the firm of Runchor Jugjewun, in which his Highness has privately a share, in case the business for which Babajee Suddasew was deputed did not succeed. His mission having failed, the security is called on to repay the amount advanced, which Babajee asserts that he duly expended in Bombay.

4. To avoid the inconvenience to which he is personally liable to be subjected in this matter, Babajee now resides in the cantonment; and in order to induce a withdrawal of the pecuniary claims against him, he has recourse to verbal intimidations of exposure; to strengthen which it is thought that he made this petition to Government, of which he makes no secret in influential quarters.

5. I believe this information to be true, and to be relied on, though I do not think it capable of proof; I have notwithstanding thought it my duty to make the Honourable Board acquainted with it.

I have, &c.
(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency,
13 November 1846.

TRANSLATION of a Statement of *Babajee Suddasew Mago*, at present residing in the Camp of Baroda; caste, Brahmin; religion, Hindoo; aged 28 years; Inhabitant of Pulaspen, Talooka Tanwell, Zillah Tannah; made before the Acting Resident on the 9th November 1846.

MORO NARRAYEN, Brahmin Deshust, Inhabitant of Nassick District, but the name of whose village I do not know, made a petition on certain matters to the Bombay Government and, after showing it to me, despatched it by the post. About the month of Shrawun (August), and when he was about to go to Dakore, he told me that if a letter was received in the post-office in his name, I was to receive the same for him. On this, I sent word to the post-office Parsee that if a packet be received by post from Government to the address of Moro Narrayen, to send the same to me; accordingly, a packet was received by post to the address of Moro Narrayen; the post-office clerk, after sending me word about it, informed me that it would not be delivered to me, but to bring Moro Narrayen. Two or four days after this, Moro Narrayen came here, whom I sent to the post-office clerk, who told him that he must satisfy him that he is Moro Narrayen. On this, I went to satisfy the post-office clerk that that person was Moro Narrayen, but the post-office clerk was not satisfied, and stated he would return the packet. On this, Moro Narrayen proceeded

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ceeded to Bombay, saying that he was going there to receive his answer. Where Moro Narrayen is at present I do not know. I got acquainted with him in Bombay. He came here in last Magh (February), and I in Chyter (April); he lived in the city in "Gheekanta" in the house of a Banian, and I reside in camp; he used to come to my house; in Bombay he lived in "Wittulwarree." If the packet received to the address of Moro Narrayen be delivered to me, I shall give a receipt for the same. I know the contents of the petition, and if the Government will order me, I shall prove the same by documents. I was formerly a karkoon of Bappoo Hurgurreea, who discharged me last year in Bhadurput (September), and afterwards I went to Bombay in Kartick (November), and put up near the temple of "Bhooleshwur," in order to look out for an employment. Being now asked if I have any documents to show that Moro Narrayen had authorised me to receive his packet for him, I reply that Moro Narrayen left with me the post-office receipt of the packet containing the petition. I did not tell the post-office clerk that I made a petition in the name of Moro Narrayen, but told him that I was aware of the contents of that petition.

(True translation.)

(signed) *W. C. Andrews*, Acting Resident.

No. 8764.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

I WOULD inform Suddasew Mago, that as the petition presented to Government was signed by Moro Narrayen, Government will give no orders on the subject of it except to Moro Narrayen himself.

(signed) *L. R. Reid.*
J. P. Willoughby.
D. A. Blane.

Khandala, 24 November 1846.

No. 8765.

No. 4514 of 1846.

From *A. Malet*, Esq., Secretary to the Government of Bombay, to *W. C. Andrews*, Esq., Officiating Resident at Baroda.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 13th instant, No. 276, and to request that you will make an intimation to Babajee Suddasew Mogo, the individual therein alluded to, that as the petition presented to Government was signed by Moro Narrayen, no orders on it can be issued except to that person.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle,
28 November 1846.

Extract Bombay Political Consultation, 20 January 1847.

Persian Department.

No. 350.

SUBSTANCE of a PETITION from *Babajee Sudasheo*, residing at Baroda, to the Honourable the Governor in Council; dated 30th November, and received 7th December 1846.

MORO NARRAYEN forwarded an English petition to Government, under date the 5th September last. As he was not present here, the Resident took my deposition, and gave me the reply to his petition, intimating that he should appear before the Chief Secretary with his proofs. On receiving this reply, I prepared myself to set out for Bombay, but in the meantime I was laid up with fever. I am now better, and shall appear before your Honour in Council, with my proofs, in the course of a week or two.

(signed) *W. Escombe*, Secretary to Government.

Charges of Bribery against Native Establishment of Baroda Residency.

No. 351.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane.*

THIS may be recorded. If Babajee Sudasheo chooses, on coming down to Bombay, to present a petition in his own name, it can be considered.

(signed) *L. R. Reid.*
J. P. Willoughby.
D. A. Blane.

21 December 1846.

Extract Bombay Political Consultation, 11 November 1846.

No. 239 of 1846.

No. 8080.

From *W. C. Andrews*, Esq., Acting Resident at Baroda, to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to enclose, for the information of the Honourable the Governor in Council, an original Maratta note to my address, dated the 4th, and received by me on the 9th instant, purporting to have been written by one Gunputrow Sudeshwur Kurre. The note of the 7th September therein alluded to has never reached me.

I have, &c.
(signed) *W. C. Andrews,*
Acting Resident, Persian Department.

Baroda Residency,
12 October 1846.

SUBSTANCE of a Memorandum from *Gunputrao Sidheshwur Khurray,* now residing at Bombay, to the Resident at Baroda, dated 4 October 1846.

THE purport of the Guikwar's treaty with Government is, that any communication which he may have to make to the British Government should be made through the Resident, and this course has hitherto been followed. Although you are now the Resident, you have been set aside, and a karkoon on the part of Gopalrao Myral has come to Bombay, and is endeavouring to have the horse question and other affairs of the Guikwar settled. Mahadeo Meghusham Dhenkay and others having come from Baroda, are using their endeavours in the matter. I have the letters which were sent from Baroda regarding the bribes to be given to European gentlemen, and others, to have the affairs favourably settled. On my submitting a memorandum on the subject to the Resident at Sattara, he verbally told me that as the matter related to the Resident at Baroda, I should apply to him; I have therefore addressed this memorandum to you. Gopalrao Myral remits money to his firm at Bombay on various pretexts, and gives bribes on behalf of the Guikwar. It is well known that the firm has been established for the purpose of giving bribes. It will be derogatory to the character of European gentlemen if rumours are spread of their having received bribes. Lacs of rupees have been received in the names of European gentlemen. I forwarded a memorandum to you on the subject under date the 7th ultimo, but having received no reply thereto, I have addressed this. If you will write me to say that you are ready to inquire into the matter, I shall go to Baroda with all the papers. If the reply be sent to the Agent's office at Poonah, it will reach me.

(signed) *A. Malet,* Secretary to Government.

No. 8081.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane.*

MR. ANDREWS should have answered this petition by requesting the petitioner to attend before him, as he offered to do. This course he should now adopt, reporting its result to Government.

(signed) *L. R. Reid.*
J. P. Willoughby.
D. A. Blane.

30 October 1846.

Charges of Bribery against Native Establishment of Baroda Residency.

No. 8082.

No. 4168 of 1846.

From *A. Malet*, Esq., Secretary to Government, to *W. C. Andrews*, Esq., Officiating Resident at Baroda.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 12th ultimo, No. 239; and to inform you that you should have answered the petition therewith forwarded, by requesting the writer to attend before you, as he offered to do.

2. I am now directed to return you the petition, and to request that you will adopt the course above indicated, reporting the result to Government.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle,
5 November 1846.

Extract Bombay Political Consultation, 3 December 1846.

No. 8508.

From *William Charles Andrews*, Esq., Acting Resident at Baroda, to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to my letter, dated 12th instant, No. 239, I have the honour to enclose, for the information of the Honourable the Governor in Council, another original Maratta note to my address, dated the 16th, and received by me on the 20th instant, purporting to have been written by one Gunput Row Sudeshwur Kurri.

I have, &c.
(signed) *W. C. Andrews*,
Acting Resident, Persian Department.

Baroda Residency,
23 October 1846.

SUBSTANCE of a Memorandum from *Gunputrao Sideshwur Khunay*, residing at Bombay, to the Resident at Baroda, dated 16 October 1846.

THE purport of the Guikwar's treaty is, that any communication which he may have to be made to the British Government should be made through the Resident, and this course has hitherto been followed. Although you now hold the office of Resident in the Guikwar's State, you have been set aside, and a karkoon on the part of Gopal Rao Myral has come direct to Bombay to use his endeavours in the settlement of the horse question, and other affairs of the Guikwar government. Mahadeo Meghusham Dheknay and others have also come from Baroda to use their endeavours in the matter. I have the letters which were sent from Baroda regarding the settlement of bribes to be given to European gentlemen and others to have the affairs favourably settled at Bombay. I forwarded to you two memorandums on the subject, dated respectively the 7th ultimo and the 4th instant, but as I have as yet received no reply, I beg to address this to you. Gopal Rao Myral remits money to his firm at Bombay on various pretexts, and gives bribes on behalf of the Guickwar. Persons who are disposed to receive, receive the bribes. It is well known that Gopal Rao Myral has established the firm at Bombay solely for the purpose of giving bribes. It will be highly derogatory to the character of European gentlemen if their names become known as parties (who received the bribes). Lacs of rupees have been embezzled by making use of the names of European gentlemen. If you therefore let me know that you will inquire into the matter, I shall go to you with the papers. If the reply to this is sent to Soonder Nilajee's oart, it will reach me.

(signed) *A. Malet*, Secretary to Government.

MINUTE by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

No. 8509.

MR. ANDREWS may be referred to the letter from Government on this subject, dated the 5th instant.

(signed) *J. P. Willoughby*.
D. A. Blane.

16 November 1846.

Charges of Bribery against Native Establishment of Baroda Residency.

No. 8510.

No. 4386 of 1846.—Political Department.

From *A. Malet*, Esq., Secretary to Government, to *W. C. Andrews*, Esq., Officiating Resident at Baroda.

Sir,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 23d ultimo, forwarding a further petition to your address, purporting to have been written by one Gunputrao Sudeshwur Kurri, and to refer you to my communication dated the 5th instant, No. 4168, containing the instructions of Government on the subject.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 21 November 1846.

Extract Bombay Political Consultation, 7 October 1846.
Persian Department.

No. 7231. Substance of a Petition from *Shah Dola Moolchund*, Inhabitant of Ahmedabad, to the Honourable the Governor in Council, dated 27th August, and received 2d September 1846.

When the present Acting Resident at Baroda was Judge at Ahmedabad, Vakeel Manickchund, Hemabhaee, and other Shrawuks received a lac of rupees from the ryots in his name. They stained the character of the Sahib, and ruined the ryots. They now say that Mr. Andrews has sent for them to Baroda; that they will therefore go there and make lacs of rupees, and that they will threaten the Güikwar and get into his service. They are prepared to go to Baroda. I therefore request your Honour in Council to direct the Resident at Baroda to have no intercourse with these rogues. If Government should wish to make inquiries regarding the bribe of a lac of rupees which they received here, I am ready to produce proofs, provided the Collector is directed to issue a proclamation on the subject. The following are the names of the persons who are prepared to go to Baroda, viz.:

Hemabhaee Wukhutchund, and his son Pemabhaee, Vakeel Manichund Motchund, Mugon Kurrumchund, Memsook Panachund of the Dholka party, Pranshunker Hurreram, Gungaram Bhugwan of the Verrungaum party.

These persons are about to go to Baroda. As the Saheb has borrowed 80,000 rupees from Huttebhaee through Vakeel Manickchund and Heemabhaee, he is under obligations to them, and he will therefore hold intercourse with them. They will then threaten the Guikwar and ryots, and exact from them lacs of rupees, at the sacrifice of the character of the Company's Government. The Resident should therefore be directed to hold no intercourse with these people. Moreover, this matter should be made known for the information of Government officers and subordinate servants.

(signed) *W. Escombe*,
Secretary to Government.

No. 7232. Minute by the Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

This petition is probably got up by the Misrees, or followers of Vishnoo, who seem to have a deadly enmity with the Shrawuks.

I think it should be disposed of in a similar manner to that recently received from Balajee Kroochee Mawulbhaee; the petitioner being informed that the magistrate of Ahmedabad will be ready to hear any complaints he may be prepared to make, on the subject noticed in his petition of the 27th August.

(signed) *L. R. Reid.*
J. P. Willoughby.
D. A. Blane.

28 September 1846.

Charges of Bribery against Native Establishment of Baroda Residency.

No. 7233.

No. 3718 of 1846.

From *A. Malet*, Esq., Secretary to Government, Bombay, to *E. G. Fawcett*, Esq., Magistrate of Ahmedabad.

Sir,

I am directed by the Honourable the Governor in Council to transmit to you the accompanying letter, addressed to Shah Dola Moolchund, in reply to a petition received by post, purporting to proceed from a person of that name, and to request that after acertaining that there is such an individual at Ahmedabad, you will deliver the enclosed letter to him.

An English version of this letter is also enclosed for your information.

I have, &c.
(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 2 October 1846.

No. 7234.

No. 3719 of 1846.

Resolution of Government in the Political Department.

With reference to the translation of the petition, dated the 27th August 1846, purporting to proceed from a person named "Shah Dola Moolchund," resolved, that the Secretary to Government in the Persian Department be requested to prepare and forward the Political Department an answer to this petition, informing him that the magistrate of Ahmedabad will be ready to hear any complaint he may be prepared to make on the subject of his petition.

Ordered, that an English version of this letter be also forwarded to the Political Department.

(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 2 October 1846.

Extract Bombay Poliitical Consultation, 28 October 1846.

No. 66 of 1846.—Persian Department.

No. 7849.

Memorandum.

With reference to the resolution of Government in the Political Department, No. 3719, dated 2d instant, the Secretary has the honour to forward the accompanying reply to Shah Dola Moolchund, together with a copy of its English version.

(signed) *W. Escombe*,
Secretary to Government.

Bombay Castle, 3 October 1846.

Translation of a Letter from the Secretary to Government in the Persian Department to *Shah Dola Moolchund*, dated 2 October 1846.

Govt. Res.
Pol. Department.
No. 3719 of 1846.

With reference to your petition, dated the 27th August last, I am directed to inform you that the magistrate of Ahmedabad will be ready to hear any complaint you may make on the subject of your petition.

(signed) *W. Escombe*,
Secretary to Government.

(True copy.)
(signed) W. Escombe,
Secretary to Government.

Charges of Bribery against Native Establishment of Baroda Residency.

Extract Bombay Political Consultation, 3 December 1846.

No. 469 of 1846.—Political Department.

No. 8680. From *E. G. Fawcett*, Esq., Magistrate of Ahmedabad, to *A. Malet*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3718, dated the 2d instant, forwarding a letter addressed to Shah Dola Moolchund, and beg to inform you that on inquiry two persons of this name have been found here, but both of them deny having made any petition to Government, and state that they have no complaint to make.

2. No other person of the name is to be found, and the letter alluded to is therefore deposited with the records of the office.

I have, &c.
(signed) *E. G. Fawcett*,
Magistrate of Ahmedabad.

Ahmedabad, 28 October 1846.

(True extract.)
(signed) A. Malet,
Secretary to Government.

Extract Bombay Political Consultation, 26 September 1849.

Persian Department.

No. 7458. SUBSTANCE of a PETITION from *Mehta Hurgowund Asaram*, Inhabitant of Kaira, to the Right Honourable the Governor in Council, dated 13 May, and received 18 June 1849.

I HAVE served Government for 11 years in the mahals of Napar, Thasra, Matur, and Mowda, in the Kaira collectorate. About seven months ago the late Resident, Colonel Outram, having addressed a memorandum to the Collector of Kaira for three karkoons to place in the attached villages of Bulwuntrao Gaekwar, the latter sent three men, and I was one of them. The Resident then employed me as tulathee in Monje Gameta, purgunna Baroda, and I faithfully served there for six months. Under the management of Bulwantrao Gaekwar, it was usual to fix the amount of jumabundee every year, and to recover it from the different parties; the jumabundee deed used to be signed by the 12 mutadars; this year, Sumvut 1905 (A. D. 1848-49), however, the old mutadars having combined together, refuse to agree to the amount of the jumabundee, which they wished to reduce; therefore, a deed was prepared in the name of a sub-sharer, who had come with the patel, and of two other parties, and the amount was fixed at 4,608 rupees, and was divided among the different parties for the purpose of collection. The old mutadars, therefore, bore great ill-will against me, and with a view to ruin me, made misrepresentations at Baroda; they also ill-advised the people of the village; two of them levied a sum of 75 rupees from the ryots, and when this circumstance came to the notice of the Sirkar, a charge of having made secret collections was preferred against the mutadar patel, and an inquiry was set on foot. The case was disposed of by Lieutenant Battye, the Assistant Resident, without any inquiry; he gave orders on the 5th April last to levy a fine of 80 rupees from me, and to dismiss me from the service; I therefore applied to Captain French, but he paid no attention to my representation; I therefore wish to submit an appeal to Government, but I cannot get copies of the proceedings; I applied to the Resident for them, but he would not even receive my application, which I beg to forward herewith. Under the just government of the Company, copies of proceedings are furnished to the parties, but I cannot get them; it is difficult for me to obtain redress. I do not know under what charge I have been fined and dismissed the service; I therefore pray that the Resident may be instructed to permit me to take copies of such parts of the proceedings as I may require. The above is not a Government village; the patels admit of having raised the money from the village,

Charges of Bribery against Native Establishment of Baroda Residency.

village, but they are not punished. As they have lost their old "mutas," and as a stranger has been made a mutadar, they bear ill-will against me, and have fabricated charges against me. I submitted two reports on the subject, and karkoon Babá Hybutrao submitted one, but no inquiry was made, and I have been unjustly ruined on the statement of a few of the mutadars; there are no other witnesses; the Resident also did not examine my proofs. If a reference be made to a few respectable men through the Resident, their report will bring the true circumstances of the case to the notice of Government. The mutadar patel Doola Jeejee was requested by the other mutadars to join them in their intrigues, but he refused, and made a representation to the Resident. The four tujweejdars who had been sent by Government to the above village to make inquiries, and to afford me assistance, remained there for 3 ½ months, and had the mutadar patel or the people of the village given me any bribe, he or they would not have failed to make a representation to the tujweejdar; I possessed no authority either to increase or reduce the jumabundee; the settlement is made in the presence of the Residency dufturdar; I therefore pray that the Resident may be directed to furnish me with copies of the proceedings, and to refer the matter to some arbitrators. I beg that the havildar who was always in the village may be examined.

(signed) *C. J. Erskine,*
Deputy Secretary to Government.

No. 3180 of 1849.—Political Department.

Document to whom Sent.	For what Purpose.
Officiating Resident at Baroda -	For report.

By order, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 26 July 1849.

No. 210 of 1849.—Political Department.

Report by the Officiating Resident at Baroda. No 7459.

The charge against the petitioner was investigated by Lieutenant Battye, Assistant Resident, and pronounced by him proved.

The Officiating Resident went through the proceedings at the request of the petitioner, and confirmed the decision of the Assistant Resident. The request for copies of the proceedings was not complied with, as to give them without authority would be not in accordance with usage.

(signed) *P. T. French,*
Officiating Resident.

Baroda, 5 August 1849.

Minute by the Honourable the Governor, concurred in by the Right Honourable Mr. *Willoughby* and the Honourable Mr. *Blane.* No. 7460.

Captain French has omitted to state the charge which was brought against the petitioner; an account of the mode of investigation should also have been submitted; the amount of pay which petitioner received should also have been mentioned.

(signed) *Falkland.*
J. P. Willoughby.
D. A. Blane.

3 September 1849.

Charges of Bribery against Native Establishment of Baroda Residency.

No. 3772 of 1849.—Political Department.

No. 7461. From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Acting Resident at Baroda.

Sir,

With reference to your report dated the 5th ultimo, No. 210, on the petition from Mehta Hurgovind Asuram, dated the 13th May last, I am directed by the Right Honourable the Governor in Council to inform you that you have omitted to state the charge which was brought against the petitioner, and to submit an account of the mode of investigation; you have also not mentioned the amount of pay which the petitioner received.

2. This information you are accordingly requested to submit to Government.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 8 September 1849.

Extract Bombay Political Consultation, 18 October 1849.

No. 246 of 1849.—Political Department.

No. 8186. From Captain *P. T. French*, Acting Resident at Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

In reply to your letter, No. 3772, of the 8th instant, I have the honour to report, for the information of Government, that the charge against Mehta Hurgovind Assuram was bribery, in having received 40 rupees from the patells of Gameta (Bulwunt Row Guikwar's). The object the patells had in view was to induce the mehta to make up false revenue papers.

2. The mode of investigation was as usual in all such inquiries; evidence was taken before the mehta, and he, when he chose, cross-questioned the witnesses.

3. The salary of the mehta was 12 rupees per month.

I have, &c.
(signed) *P. T. French*,
Acting Resident.

Baroda Residency,
13 September 1849.

No. 8187. Minute by the Right Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

As conviction on an accusation of this description should involve a declaration of incapacity for service under Government, a translation of the proceedings should be sent in.

(signed) *Falkland.*
J. P. Willoughby.
D. A. Blane.

25 September 1849.

No. 4143 of 1849.—Political Department.

No. 8188. From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I am directed by the Right Honourable the Governor in Council to acknowledge the receipt of your letter dated the 13th ultimo, No. 246, and to request, that as a conviction on a charge of this description should involve a declaration of incapacity for service under Government, you will submit a translation of the proceedings held on the investigation into the charge of bribery preferred against Mehta Hurgovind Asuram.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 1 October 1849.

Charges of Bribery against Native Establishment of Baroda Residency.

Extract Bombay Political Consultation, 21 November 1849.

No. 4885 of 1849.—Political Department.

No. 9567.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to draw your attention to my letter dated the 1st ultimo, No. 4143, calling for a translation of the proceedings held on the investigation into the charge of bribery preferred against Mehta Nurgovind Asaram.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 16 November 1849.

Extract Bombay Political Consultation, 5 December 1849.

No. 293 of 1849.—Political Department.

No. 9883.

From Captain *P. T. French*, Acting Resident at Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

IN reply to your letter No. 4143, of the 1st October 1849, I have the honour to enclose translation of the summary in the case of Hurgovind Mehta, in the Guicowar's village Gameta, but which formed part of Bulwunt Row Guicowar's Nemnook, and was under attachment.

2. From the detail given, it will be seen the depositions, &c. are very numerous; and as it will take long to translate them, and copy the translations, I await the further orders of Government on the matter.

I have, &c.
(signed) *P. T. French*,
Acting Resident.

Baroda Residency,
14 November 1849.

TRANSLATION of the Proceedings held before Lieutenant M. Battye, Assistant Resident; dated the 5th April 1849.

Hurgovind Asharam Mehta, in charge of Gometa village, belonging to his Highness the Guicowar, but in Bulwunt Row Guicowar's Nemnook, is charged with bribery. In having, prior to the Jumabundee for Sumvut 1905, (A. D. 1848-49) being fixed, received from the patells 40 rupees out of the sum of 75 rupees levied by the latter from the ryots of that village, for that purpose.

The following Papers are recorded:

1. Order on Babajee Hybutrow to institute inquiries into the matter.
2. Babajee Hybutrow's report.
3. List of the contribution levied by the patels in the village.
4. Deposition of Patell Dajee Nurar.
5. Deposition of Bombay Nurar.
6. Deposition of Tuka, Rugnath.
7. Deposition of Wujey Sing Nagur.
8. Deposition of Roopa Rama.
9. Deposition of Emam Oolow.
10. Deposition of Runchore Bijjoo.
11. Statement of Mehta Hurgovind Asharam.
12. Deposition of Bhowanee Shamijee Modee.
13. Deposition of Patells Doola Jeejee, and Jalla Weesun.
14. Deposition of Sepoy Bhaejee Remoo.
15. List of the contribution made by Bajee Nurer, and produced by him.

From a perusal of the above documents, and from a minute investigation of the matter, the Assistant Resident records his opinion as follows:

It has been clearly established from the evidence in this case, that Mehta Hurgovind Asharam, in concert with the patells, levied the sum of 75 rupees from the ryots of the said village, from which he appropriated to his own use 40 rupees, with the view of showing a less amount of revenue in the Jumabundee returns than what was just. He, Hurgovind Asharam, is also suspected of having received the remainder, 35 rupees, on the same account;

account; but of which there is not sufficient evidence. Therefore, the mehta has been ordered to refund the above sum of 40 rupees, and an order is issued to the carkoon sent to the village in his place, to recover 35 rupees from the patells who were foremost in levying the contribution. Total 75 rupees, which, on being recovered, should be credited in the accounts of the village to the head of "Seewai Juma."

2. The Mehta Hurgovind Asharam was placed in charge of the village, with the view to protect the interest of that village. He denies all knowledge of the secret contribution levied by the patells, and even when he heard of it, failed to report the circumstances to the Resident. As this is a grave charge against him he is ordered to pay a fine of 40 rupees, which amount is to be credited to the head of "Seewai Juma."

3. The Collector of Kaira recommended Hurgovind Asharam Mehta as a trustworthy person. As he has been found guilty of the charges of bribery and remissness in the performance of his duties, as detailed in the 1st and 2d paras., he is dismissed the service, and his conduct to be brought to the notice of the Collector. This decision has been communicated to the mehta, and should he fail to pay the amount, the same to be recovered from his security.

4. The patells of the village, as zumindars and wuttundars, having been found guilty of the charge stated in the first para., the fine ordered to be recovered from them is remitted, as it would appear that these persons were ignorant until now of the Company's regulations. But 35 rupees mentioned in para. 1st, should be recovered from them, and the carkoon is directed to inform the patells of this decision, as they had permission to return to their village in order to make the Jummabundee collections.

(True translation.)

(signed) *P. T. French,*
Acting Resident.

No. 9884.

MINUTE by the Right Honourable the Governor, subscribed to by the Honourable Board.

CAPTAIN FRENCH should be informed that it is necessary he should transmit to Government translations of such portion of the evidence as prove the charge, with the defence of the mehta.

(signed) *Falkland.*
W. Cotton.
J. P. Willoughby.
D. A. Blane.

20 November 1849.

No. 5079 of 1849.—Political Department.

No. 9885.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, dated the 14th instant, No. 293, forwarding translation of the summary in the case of Hurgovind Asharam Mehta, in his Highness the Gaikwar's village of Gameta, and to inform you that it is necessary you should transmit to Government translations of such portions of the evidence as prove the charge, with the defence of the mehta.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle,
26 November 1849.

Extract Bombay Political Consultation, 23 January 1850.

No. 316 of 1849.—Political Department.

No. 780.

From Captain *P. T. French*, Acting Resident at Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

ADVERTING to your letter of the 26th ultimo, No. 5079, I have the honour to forward the translations required in the case of Mehta Hurgovind Assaram, who was lately employed in his Highness the Guicowar's village of Gameta.

I have, &c.
(signed) *P. T. French,*
Acting Resident.

Baroda Residency,
14 December 1849.

Charges of Bribery against Native Establishment of Baroda Residency.

TRANSLATED Substance of the Deposition of *Patell Bajee Nurur*, of Gumeta Village, before Babajee Heybut Row, Carkoon, sent to investigate the Matter, February 1849.

ABOUT two months ago we (patells) collected from the villages a subscription amounting to 75 rupees; it was agreed to levy one rupee from each house, but from some of the poorer people we only got half a rupee; this subscription was raised with a view to induce Mehta Hurgovind Asharam to show a smaller amount of revenue in the Jummabundy return than was actually the case; the mehta agreed to report the amount to be recovered from the village at 3,000 rupees, upon which I gave 40 rupees to Patell Rambhaee to present to the carkoon, the remaining 35 rupees was not given, as the amount to be recovered from the village was not then settled. Some days afterwards the mehta came to me, and asked for the remaining 35 rupees, which I refused to give, as the amount stated by him had not been agreed to by the Sirkar, upon which the Mehta closed the gate of the village, and prevented the people bringing in grass, &c., consequently I was induced to give the remaining 35 rupees to Tuka Ragnath, who was then in the veranda of the Dhurumsullah to make over to the mehta; he went into the Dhurumsullah for that purpose. I gave him the money in presence of the following people: Patells Wujeysing Nugur, Runchor Ujjoo, Roopa Raina, Emam Onlaw; but I can't say positively whether he gave the money to the mehta or not. On my return home, Rambhaee Nurrer told me that he had given the 40 rupees. The mehta promised to return the 75 rupees, if the revenue of the village was fixed at more than 3,000 rupees.

The above was read over to the Assistant Resident in presence of deponent on the 26th March, and pronounced by him to be correct. Patell Bajee, however, has no other witnesses to bring forward; states that the mehta acknowledged to have received the 75 rupees, but that at that time no other person was near. Rambhaee told him that he gave the 40 rupees to the mehta in Baroda, and Tuka Rugnath also informed him that he gave the mehta the 35 rupees in the Dhurumsulla at Gameta. The 40 rupees given to Rambhaee was expressly given as a bribe to the mehta; what Ramabhaee states is false, Tuka Rugnath denies having received the 35 rupees, but Wujeysing and others were present at the time the money was given to him.

Deposition of *Wujeysing Nagur*, caste Kolie; aged 37; before Carkoon Babajee Hybut Row, February 1849.

The people of the village said to us patells, that now that the Company Sirkar had the management of our village, it would be well to raise a subscription to induce the mehta to represent the proceeds of the village to be smaller than was actually the case, and with this intent we raised a sum of 75 rupees to bribe the mehta, who advised us not to agree to give more than 3,000 rupees to the Sirkar. We went into Baroda to have the amount settled, but it was not then effected; when we were about to return the mehta asked for the money, and we gave 40 rupees to Rambhaee to make over to him; the remaining 35 rupees, which was with Patell Bajee Nurur, we brought back to Gameta. A few days after the mehta returned to the village, and demanded the other 35 rupees, saying that if the Sirkar settled upwards of 3,000 rupees on the village, he would return the whole amount, viz., 75 rupees; but we did not give him the 35 rupees, consequently he commenced annoying the villagers, by closing the jampa, &c., and we were at last obliged to give him the rest of the money. Bajee Nurur went and brought the money in a bag, and made it over to Tuka Rugnath, in presence of Eman Onlaw, Runchor Ujjoo, and myself, to give it to the mehta.

(Confirmed before the Assistant Resident, 24 March 1849.)

Before the Assistant Resident.

When Bajee Nurrur made over the 40 rupees to Rambaee, he told him to give it to the mehta to induce him to represent the revenue of the village as less than it actually was; Emam Onlaw and myself were present at the time. What Rambhaee states as to there being nobody present when Bajee gave him the money is not true.

Patell Roopa Rama, before the Karkoon, February 1849, deposes to the same effect as the above two witnesses. His statement was read over to him in the presence of the Assistant Resident, and pronounced to be correct.

Before the Assistant Resident.

Patells Bajee Nurrur and Wujjee Sing Nugur told him that they had given Rambaee 40 rupees to make over to the mehta as a bribe, but was not present at the time. Saw Bajee Nurrur give Tuka Rugnath 35 rupees for the mehta, but knows not whether the money was actually paid to mehta or not; does not know whether there was anything due to the modee or not.

Patell Emam Onlaw deposes before the carkoon to the same effect as the former witnesses, and pronounces his deposition to be correct before the Assistant Resident.

Patell Runchor Ujjoo deposes that a subscription was levied in the village for the purpose of bribing the mehta, to which he subscribed one rupee, but knows not the total amount collected. Bajee Nurrur told him that 35 rupees had been made over to Tuka to give to the mehta, but he was not present at the time.

Charges of Bribery against Native Establishment of Baroda Residency.

Patell Rambhaee Kurrur states before the karkoon, and afterwards before the Assistant Resident, that Patell Bajee Nurrur gave him 40 rupees to give to the mehta on account of the sum due to the modee; gave the money accordingly to the mehta. Knows not how much had been collected in the village, or for what purpose the subscription was made; when Bajee Nurrur gave him the 40 rupees for the mehta nobody else was present. Is acquainted with the modee who supplied them with food in Baroda, but does not know his name; can't say whether the mehta paid the money to him or not.

Modee Bowanee Shamjee, of Baroda, deposes before the Assistant Resident, on the 26th March 1849.

The patells of Gameta were fed from his shop when in Baroda, on account of which they paid him seven rupees; they still owe him 20 rupees; with the exception of the seven rupees above-mentioned, he has received nothing on their account.

Patell Tuka Rugnath deposes before karkoon and Assistant Resident. A subscription was raised in his village, to which he gave one rupee, but knows not for what purpose; the head patells know; denies having received the 35 rupees from Bajee Nurrur to give to mehta, and knows nothing about it.

Deposition of *Mehta Hurgovind Asaram* before the Assistant Resident, on 26th March 1849.

Was not aware of the patells of the village having raised a subscription, as they never spoke to him on the subject; he was sent by the Sirkar to look after the interests of the village, but until the karkoon came from Baroda to inquire into the circumstances, was not aware of what had taken place. After the "Ankra" had been settled with Patell Rambhaee, Bajee Nurrur and other patells were going to Baroda; heard them talking to themselves about having raised a subscription; on asking Bajee Nurrur the meaning of it, he denied the fact; when the patells returned from Baroda, he commenced making the revenue collection, and made no further inquiries regarding the subscription, which he knows nothing about. Did not report the circumstance, because he failed in procuring positive information on the subject; was never consulted by the patells relative to decreasing the ankra of the village, and knows nothing of the story concocted regarding the 3,000 rupees. Did not receive either the 40 rupees from Rambhaee, or 35 from Tuka. The havildar was placed at the zampa, to prevent people going out until they had been spoken to regarding their not bringing the grain from their fields to the kullee, when they agreed to do so, the havildar was removed. When Bajee Nurrur, Wujjee Sing Nagur, Roopa Rama, and Emam Onlaw and others refused to accept the ankra at the terms offered by the Sirkar, Carkoon Jewereelall, deponent and others persuaded Rambhaee to agree to the arrangement, and take it by himself, which is the reason of the other patells being so inveterate against him. Patell Bajee Nurrur tried to induce Rambhaee and Tuka to say they had given him (the mehta) money as a bribe, but they refused to say anything of the sort, and repeated the circumstance to deponent in presence of some people of the village, who will confirm the story; and the enmity thus occasioned, which is so common amongst this class of people, will become apparent. Rambhaee is concerned with the other patells to ruin deponent; when Rambhaee consented to the terms offered by the Sirkar, Bajee Nurrur was present, and he was advised to accept, but refused. It was not in his power either to increase or diminish the ankra of the village. Rambhaee never gave any money, but said that he had been induced to say that he had done so by Bajee Nurrur and Wujjee Sing.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

No. 781.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

I AM of opinion that the evidence is insufficient for the conviction of Hurgovind Asharam on the charge of bribery. There are discrepancies in the evidence of Rambhaee and the others, the former stating that no one was present when he received the money to pay to Hurgovind. The witness, Rambhaee, should have been more closely examined; he does not depose in what town or house he gave the money, whether any person was present or not. Tuka Ragnath denies that he received any money to give to the mehta.

The Acting Resident should be informed that, in cases of this description, it is of the greatest importance that an innocent man do not suffer, while it is equally so that if guilty he should not escape. In the present instance, though the suspicion is sufficient to warrant the dismissal of the mehta, yet the impression is left, by the incompleteness of the inquiry, that he may be innocent.

Under these circumstances, I would direct the refund of the fine levied from him,

him, but that from the patells should be collected and credited to the revenue account.

(signed) *Falkland.*
W. Cotton.
J. P. Willoughby.
D. A. Blane.

15 January 1850.

No. 782.

No. 450 of 1850.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, dated the 14th ultimo, No. 136, with enclosures, connected with the case of Mehta Hurgovind Asaram, lately employed in his Highness the Guickwar's village of Gameta.

2. In reply, I am desired to inform you, that his Lordship in Council considers the evidence taken in this case insufficient for the conviction of Hurgovind on the charge of bribery. There are discrepancies in the evidence of Rambhaee and other witnesses, the former stating that no one was present when he received the money to pay the mehta. This witness, I am desired to observe, should have been more closely examined; he does not depose in what town or house he gave the money to Hurgovind, or whether any person was present or not. Tuka Rugnath, another evidence, denies that he received any money to give to the mehta.

3. I am further desired to inform you, that in cases of this description, it is of the greatest importance that an innocent man do not suffer, while it is equally so that if guilty he should not escape; and to state that in the present case, though the suspicion is sufficient to warrant the dismissal of the mehta, yet the impression is left, by the incompleteness of the inquiry, that he may be innocent.

4. Under these circumstances, his Lordship in Council directs the refund of the fine levied from Hurgovind, that from the patells of Gameta being collected and credited to the revenue account.

5. The mehta has, in reply to his petition, dated the 13th May last, been referred to you.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
22 January 1850.

No. 783.

No. 451 of 1850.

RESOLUTION of Government in the Political Department.

WITH reference to the translation of a petition from Mehta Hurgovind Asaram, dated the 13th May last; Ordered, that the petitioner be referred, through the Persian Department to the Acting Resident at Baroda.

Bombay Castle,
22 January 1850.

(signed) *A. Malet*,
Chief Secretary.

(True extract.)
(signed) A. Malet, Chief Secretary.

EAST INDIA.

RETURN to an Order of the Honourable the House of Commons, dated 24 February 1853;—*for*,

COPIES "of all DESPATCHES, MINUTES, or other DOCUMENTS (not already laid before Parliament) relating to the attempts of *Dhackjee Dadajee* to Bribe the Bombay Government and its Servants:"

"Of all other REPORTS, LETTERS, or PAPERS received subsequently to the Year 1840, on the subject of the alleged Corruption of Officers in the Political, Revenue, or Judicial Departments under the Bombay Government, and not already laid before Parliament:"

"Of all REPORTS or REPLIES (not already laid before Parliament) returned by Political, Revenue, or Judicial Officers of the Bombay Government, to the Circular Letters on the subject of Khutput (illicit influence), addressed to them by the said Government in May 1850; with the Dates on which they were received by the Bombay Government, the Indian Government, the Court of Directors, and the Board of Control respectively:"

"Of all CORRESPONDENCE and PAPERS (not already laid before Parliament) on the subject of the said Circular Letters, or the said Reports or Replies, on the belief of the Natives in the corruptibility of the Bombay Government or its subordinate Officers, or the means of eradicating the same:"

"Of all CORRESPONDENCE and PAPERS (not already laid before Parliament) on the subject of the Conduct of the Bombay Government in 'arresting *in limine*' some of Colonel *Outram's* most important Investigations of Official Corruption, as described in the Political Letter of the Court of Directors of the 23d day of June 1852 (Parliamentary Paper, No. 560, of Session 1852, page 17), or on the subject of the Charges against Colonel *Outram*, contained in Minutes of the Bombay Government or its members, of labouring under 'Monomania' (Parliamentary Paper, No. 560, of Session 1852, page 1285), and of being actuated by 'rancorous personal feelings' (Parliamentary Paper, No. 560, of Session 1852, page 918), in his conduct of certain of those Inquiries which the Court of Directors afterwards declare to have been conducted with a 'zeal, energy, ability, and success' entitling him to credit (Parliamentary Paper, No. 560, of Session 1852, page 27):"

"Of all DOCUMENTS on the RECORDS of the INDIA HOUSE, showing, or tending to show, the views of individual Directors in reference to Colonel *Outram's* Removal from Office, or in reference to the treatment he received from the Bombay Government, or in reference to the probable consequences of his Removal, or in reference to the measures by which these consequences might be best averted:"

"Of all DOCUMENTS tending to show what Measures have been taken by the Bombay Government, or ordered by the Court of Directors, for the purpose of eradicating the belief in the corruptibility of high Officials, which has been declared to exist at Baroda, by Colonel *Outram*, and also by Mr. *W. E. Frere*, the Commissioner despatched by Lord *Falkland's* Government to report on certain allegations made by Colonel *Outram*, and who furnished a Report dated the 22d day of October 1851 (Parliamentary Paper, No. 560, of Session 1852, page 1013), and by other Public Servants:"

"And, of all DOCUMENTS tending to show if any or what Measures have been taken to effect the removal of, or convey censure to, the Minister and other members of the Guicowar's Durbar, pronounced Guilty by the Bombay Government of having laboured to thwart Colonel *Outram's* legitimate and official Inquiries, and to interpose difficulties in the way of his doing justice to oppressed individuals entitled by guarantee to British Protection (Parliamentary Paper, No. 560, of Session 1852, p. 17, and p. 411)."

East India House,
June 1853.

JAMES C. MELVILL.

(*Mr. Otway.*)

(PART III.)

Ordered, by The House of Commons, *to be Printed,*
15 *June* 1853.

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Charges against Nursoo Punt.

EXTRACT Political Letter from Bombay, dated 16 December (No. 176) 1848.

Pol. Cons. 1848, December No. 10,432 to 10,439. Coll. No. 7.

26. WE next beg to submit, in Collection No. 7, an extract from our proceedings on the subject of a claim advanced on Govind Rao Guicowar by the banking firm of Hurree Bhugtee of Baroda for the sum of *Rs.* 3,03,130. 9. 9, being the balance, inclusive of compound interest, up to the 31st July 1848, at the rate of 12 per cent. per annum, claimed by them on two bonds, amounting in the aggregate to the sum of 32,002 rupees, entered into with their firm by Govind Rao on the 22d and 30th October 1830. For our sentiments upon this claim we beg to refer to the minutes recorded by our Right honourable President, and by the Honourable Messrs. Reid and Willoughby, under the dates noted in the margin,* and to the instructions issued thereon, dated the 15th instant.

* *See* below.

EXTRACT Political Letter to Bombay, dated 14 March (No. 13) 1849.

Para. 8. You have been called on to decide respecting a claim preferred against Govind Row by the firm of Hurree Bhugtee, grounded on two bonds for an aggregate sum of 32,002 rupees, one bearing the attestation of Mr. Williams as Resident, the other that of Mr. Malet as his assistant, and the former containing stipulations as to compound interest, which is also claimed on the other, and swells the total claim to an inordinate amount. The attestation having been given without the permission of Government, and without previous inquiry into the fairness of the transactions, does not, in your opinion, amount to a guarantee, and you have determined to allow only the principal and interest to an equal amount, which, deducting payments already made to the firm, leaves a balance of 30,915 rupees still due.

9. Lieutenant-colonel Outram was of opinion that the sahoocars had been guilty of fraud in this transaction, and had forfeited the bhandary which they hold from our Government, expressly "subject to their own merits." You, however, did not think that their conduct deserved this penalty, as you deemed it to consist merely in the demand of an exorbitant rate of interest. But you do not advert to the fact, which Lieutenant-colonel Outram considered to be established,† of their having substituted a false bond (bearing interest) for 9,001 rupees in the room of a mere acknowledgment of a balance of debt. Such an act, if really proved, would amount to a forfeiture of our bhandary.

† Para. 4 of his report (31 August 1848).

EXTRACT Political Letter from Bombay, dated 17 September (No. 70) 1851.

Collection, No. 11.

47. WE beg to forward, in Collection No. 11 accompanying this Despatch, a copy of Lieutenant-colonel Outram's reply to the above reference, and to solicit the attention of your Honourable Court to the minutes recorded thereon by our Right honourable President, under date the 11th November and 18th December last, and by the Honourable Mr. Blane, dated the 25th of the same month.

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* Minute by the Right honourable the Governor, dated 20 November 1848. Minute by the Honourable Mr. Reid, dated 24 November 1848. Minute by the Honourable Mr. Willoughby, dated 2 December 1848. Further Minute by the Right honourable the Governor, dated 5 December 1848, concurred in by the Board.

Charges against Nursoo Punt.

EXTRACT Political Letter to Bombay, dated 2 January (No. 6) 1852.

Answer to Political Letter, dated 17 September (No. 70), 1851.

(46, 47.) Further Correspondence respecting the fraud alleged to have been committed by the firm of Hurry Bugtee, in reference to their pecuniary claims on Govind Row Guicowar.

32. ON the receipt of our letter, dated 13th February 1850, previously to which you had entirely passed over the grave accusations brought by Lieutenant-colonel Outram against the firm of Hurry Bugtee, you called on that officer for a further report, which, bearing date the 30th July 1850, is now transmitted to us. After a careful perusal of that document, and of the minutes of the members of your Government thereupon, we cannot entertain any doubt that the charge brought by Lieutenant-colonel Outram is well grounded. The firm have put forward a bond for 9,001 rupees, dated in 1820, as still in force, and have claimed interest from that date, although, in truth, the whole of the claims on that bond for interest and principal were adjusted in 1832, and a balance struck, which balance, amounting to 9,000 rupees, was acknowledged in a bond executed at that time. The claim itself was disallowed by your Government in 1848, and the only question is, whether the transaction was fraudulent, and would justify the withdrawing of your bhandary from the firm. We are satisfied that it was fraudulent; and although the present head of the firm is an infant, and the fraud was committed by Baba Nafra, the managing agent (or rather, we believe, managing partner), the firm may be made answerable for all acts done by it as a firm.

33. You have deferred coming to any resolution until you shall have received reports from Lieutenant-colonel Outram on some other misconduct ascribed to Baba Nafra. We also shall wait for these reports before issuing any orders on the subject now before us.

No. 47 of 1852—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. WE beg to reply to the following paras. (32 and 33) of your Honourable Court's despatch, dated the 2 January last, No. 6 of 1852.

2. We have the honour to forward copy of a minute on this subject recorded by our Right honourable President, under date the 22d March last, and concurred in by the Honourable Mr. Bell and the Honourable Mr. Warden; and we beg to solicit the further orders of your Honourable Court for our guidance in this case.

We have, &c.
(signed) *D. A. Blane.*
A. Bell.
John Warden.

Bombay Castle, 3 May 1852.

EXTRACT Political Letter to Bombay, dated 15 September (No. 30) 1852.

Letter, dated 3 May (No. 47) 1852.

Request Court's instructions on the question whether the guarantee to the firm of Hurry Bugtee should be regarded as forfeited by the fraud committed by them in connexion with their claims on Govind Rao Guicowar.

11. WE might in strictness avail ourselves of the fraudulent acts committed during the lifetime of the late head of the firm of Hurree Bugtee, and cancel the guarantee granted to that firm. But, under all the circumstances of the case, we should consider it unjust to punish the present members of the firm for acts done without their knowledge, through the instrumentality of the unfaithful agent of the firm, Baba Nafra, by whose misconduct they have themselves suffered so severely. We therefore direct that the guarantee be still considered to be in force.

Charges against Nursoo Punt.

Extract Bombay Political Consultation, December 1848.

No. 10,432.

No. 209 of 1848.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to transmit translation of a yad and its enclosures, marked (A.), addressed to me by Purshotum Bechur, of the firm of Hurree Bhugtee, dated 5th instant, preferring claims against Govind Row Guicowar, for sums advanced on two bonds, as follows: one, dated 27th October 1830, for 19,001 rupees, at 9 per cent. compound interest, and used by Mr. Williams (said to include the liabilities of a previous bond, dated 4th February 1820, at 12 per cent. compound interest); the other, dated 21st October 1830, for 13,001 rupees, at 9 per cent. simple interest, to which is attached your signature as Assistant Resident. On which bonds, *Rs.* 3,03,130. 9. 9. are now claimed as accumulated principal and interest up to the 31st ultimo.

2. Having much reason to doubt the correctness of this claim, and for other reasons, which will be stated elsewhere, I desired the native agent to give me a written report, embodying his views on this demand, which report he delivered to me on the 21st instant (translation appended, B.); but his statement, far from clearing up my doubts, although the native agent in his report expresses none, only added to my suspicions; I therefore called upon the firm to send their Goomashta to the Residency with the original bonds for my examination, who attended accordingly on the 26th instant, and produced the bonds, which having been compared with the copies for translations, of which *vide* Appendix (A.), the latter were found to be correct copies; that signed by Mr. Williams had simply his name attached, and the date, 27th October 1830 also in his handwriting. The other bears in your handwriting, "Radhabaee's carcoon having come to the Residency has given this note to Hurree Bhugtee with Resident's consent, this 21st day of October (A. D. 1830). (Signed) *A. Malet*, Assistant Resident;" but there is this remarkable difference in the two documents, that in the later simple interest only is implied (with interest at 9 per cent.); whereas, in the former, which is dated six days later than that signed by you, compound interest is specified (9 per cent. interest, without remission; the account of interest to be made up annually).

3. The fact of the same authority (for the assistant of course officiated on behalf of the Resident in effecting the arrangement of the 21st October) having within six days guaranteed such different terms, was sufficient to confirm my suspicions of foul play; it being evident that Mr. Williams' signature must have been obtained without his being made aware of the real nature of the engagement to which it is attached; for it is not to be supposed that he would have consented to guarantee such stringent terms, the more especially as much lighter had been obtained for the same party within a week previous.

4. It will be seen on reference to my examination of the Goomashta, and subsequent answers of Baba Nafra (*vide* Appendix C.), that there are even stronger grounds for questioning the honesty of that portion of the claim founded on the document signed by Mr. Williams. First, it is evident from the wording of the item of 9,000 rupees, forming part of the bond for 19,001 rupees, that it is a balance struck on making up the account to the date of the new arrangement, for which a separate receipt had just been given; for it is stated to be "arrears due to you, as per my bond* now in your possession," without specifying up to what date; which would not have been omitted had the "arrears" been only up to a date 10 years previous, as the claimant wishes to make out on the strength of a former bond for 9,001 rupees, dated 4th February 1820 (not indorsed by the Resident), which the sowkar having substituted for the receipt passed in 1830, now produced as having been confirmed by the Resident in this item. Secondly, the difference in amount in the new bond being 9,000 rupees; but the amount of the old, 9,001 rupees, any person versed in sowcaree practice will know that the additional one rupee could not have been omitted inadvertently, for no bond is complete in their ideas without that additional one rupee, or legal, I believe, unless

* *Note.*—"Khat" is the term, and which may be applied either to a bond or receipt.

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unless an odd sum. Had, therefore, the item introduced to the new bond related to an old and formal bond, and not been merely a receipt, it would certainly have been debited 9,001, not 9,000 rupees; whereas, in striking the balance of an account, an even sum is, I understand, customary. Thirdly, in entering into a new engagement, embodying all previous debt up to that, the old debt would have been calculated with interest up to the date of the new bond, and the whole amount would have been included, or, were the principal of the old debt merely inserted, it would have been distinctly specified as "principal" of a previous debt, "according to former bond (of such a date) on which interest (at so and so) is to be calculated up to this date." Fourthly, had any former bond existed when the new bond was framed, which purports to embody "arrears due" to the lender; it must be considered to be annulled by the new bond, unless specified therein to be still in force.

5. Another circumstance, I regret to say, shows that some one in the present or past native establishment of the Residency must have been a party to the fraud which has now been attempted. None of the correspondence, whether between the Durbar or Hurree Bhugtee's firm, and the Residency, which led to the arrangement for liquidating Govind Row's debts in 1830, is to be found. Luckily, however, a translation of a letter addressed by the Resident to Govind Row Guikwar, on the 21st February 1833, which was forwarded with Mr. Boyd's letter to Government, dated 10th April 1842, No. 304, is sufficiently explicit, as to the nature of the settlement effected, to show that the whole amount due by Govind Row to Hurree Bhugtee was comprised in the amount of the two bonds guaranteed by the Resident and his assistant in 1830, *i. e.* 32,002 rupees. It is therein written, after specifying the amount due to Government, "Besides, you received from Hurree Bhugtee, for your private expenses, 32,002 rupees, and furnished him with two bonds for the same, agreeing to repay the amount with interest," which is all that is alluded to as due to Hurree Bhugtee. Now, as the object of this yad is to make known to Govind Row the entire extent of his debts up to the time of the settlement made through the Residency, it is not possible that Mr. Williams would have thus stated to Govindrow that his debt to Hurree Bhugtee was only 32,002 rupees; had he at that time been liable to *Rs.*30,813. 5. in addition, being the amount now claimed by the sowkar for principal and interest accruing on the bond executed in 1820 for 9,001 rupees as due prior to that gentleman's settlement.

6. The abstraction of the native correspondence, on which was grounded the engagement for 32,002 rupees, guaranteed by the Resident, must have occurred some time between your departure from the Residency in A.D. 1840 (for it could hardly have been ventured to attempt the fraud in the presence of one who would have had personal recollection of the arrangement in 1830), and the presentation of the memorandum, marked (E.), dated 28th March 1842, in which the claim appears to have been advanced for the first time, on the bond of A.D. 1820, for 9,001 rupees, can only have had one object; *i. e.* to conceal the fact that Hurree Bhugtee had received the bonds for that amount, as embracing all demands up to that date. I regret to add, that although the present native agent could not have been a party to the abstraction of the papers, having entered this office only in A.D. 1844, still his replies to the queries I put to him relating to this case, (*vide* Appendix D.), are not such as to clear him from suspicion of at least conniving at the fraud which has been attempted, in so far that in his report he neglected to point out to me causes of suspicion which he now acknowledges exist; and others I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is. It will be observed, moreover, that a copy of the memorandum (E.), with some remarks by the firm added, was presented at the Residency on the 11th July 1845 (*vide* G.), only three years ago, when the present native agent was at the head of the office, and that it has remained on his records ever since; it is not likely, therefore, that he could have forgotten it, yet no reference is made to that document, or to the original memorandum (E.), which was also on his records in his report, which occupied him from the 6th to the 21st of August to prepare; neither were these documents produced, although I had repeatedly called for all papers relating to any previous claims that might have been advanced by the sowkar against Govindrow, until the 29th (when (E.) was produced), and 30th instant, (when (G.) was produced). After my examination of the Goomashta on the 28th (which showed that

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that I had detected the fraud), when I emphatically assured him that he would be held a party to the transaction, if no documents throwing any light on this claim, which I assumed must be on the records, were forthcoming. As these papers prove that the original fraudulent claim on the bond for 9,001 rupees was made in 1842, I exonerate the native agent from any concern in the abstraction of the correspondence above alluded to, but I cannot acquit him of the suspicion of having purposely withheld the papers (E.) and G.), as well as concealed the information they contained, which of course ought to have been given in his report, and would have disclosed the dishonesty of the sowcar's present accounts; for, although possibly he might not detect the fraud perpetrated in (E.), from its having passed unquestioned before he took office, it appears most strange that he should have overlooked the discrepancy between the claim advanced on the 5th ultimo and the account which he had in his possession, being a difference of upwards of 81,000 rupees; or, if he really had mislaid or forgotten that document, with which he had been entrusted only three years back (a carelessness of itself inexcusable), that the discrepancy between the accounts now rendered, and the terms of the bond, which are quoted in the sowcar's yad, presenting the same, should have escaped his observation; 12 per cent. being charged in the former for a portion of the debt, whereas nine per cent. only is specified in both bonds. Still, it is possible that the native agent may have overlooked these facts through inattention, and mislaid the document through carelessness; and I hope, therefore, that he may be allowed the benefit of the doubt in consideration of his long service of 30 years.

7. A perusal of the examination of Hurree Bhugtee's gomashta on the 26th instant, and of Baba Nafra subsequently, marked (C.), in addition to what is stated above, will, I think, leave no doubt on the mind of the Right honourable the Governor in Council of the dishonesty of that firm in this transaction, and I hope, therefore, that although the amount which is justly due to it, must be gradually discharged by the instalments annually deducted from Govindrow's income, his Lordship will deem it just and politic to visit the firm with the only mark of displeasure which it is in the power of Government to inflict for this gross attempt to defraud a chief living under the protection of the British Government, by withdrawing our guarantee, which it has enjoyed since 1809. To this measure I can see no reasonable objection, the pecuniary conditions in consideration of which the guarantee was originally granted having long since been fulfilled, although the generous protection of the British Government, which the firm has enjoyed therefrom for 40 years, has been thus shamefully repaid.

8. The following is the condition of the guarantee:—"In pursuance of the verbal assurance given by me on the 5th August 1809, and the authority of Government on the 23d of the same month, the family of the deceased (Hurree Bhugtee) shall be preserved in their rights and privileges, residence in the Guikwar territories, subject to their own merits.

"(signed) *J. R. Carnac*,
"Baroda, 17 March 1820." "Assistant Resident."

Which guarantee, therefore, as "subject to the merits" of the party holding it, it is now in the power of Government justly to revoke; for the family (by which is understood, not merely the widows and children of the late sowkar, but also his banking firm, which they carry on in his name), by dishonesty in their pecuniary transactions, through their managing partner and representative, Baba Nafra, have fairly forfeited the protection which, under the stipulation, they were only entitled to so long as their conduct continued to merit it. The family and its firm, therefore, should now be told to look solely to their own sovereign for the protection which they could not, as Guickwar subjects, otherwise claim from the British Government.

9. I am as strongly impressed with the policy as with the justice of such a manifestation of displeasure on the part of the British Government at the disgraceful conduct of this firm, because, in consequence of no example of the sort having ever yet been inflicted on any one of the many Guikwar subjects who are similarly supported by the British against their own Government, the "Bhandries," as they are called, seem to the public, and appear to think so themselves, to enjoy an immunity from all law. When complained against to their own sove-

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reign, he is powerless to enforce justice because they are under British protection, while at the same time the British Government has apparently no power effectually to punish them (so far as has yet been proved, for the revocation of the guarantee (baudree), the only punishment that could be inflicted, has never heretofore been resorted to). I beg leave respectfully to submit my opinion, moreover, that considering the origin of these bhandries, and that the pecuniary obligations out of which they arose have so long been discharged, every occasion such as this, wherein the guarantee is justly forfeited by fraudulent and criminal acts, should be taken advantage of to annul the engagement, and thus gradually may be decreased the unnatural control over subjects of a so-called independent prince; and the obnoxious petty interference with this Durbar, which the British Government is so frequently called upon to exercise in consequence of these guarantees, from which arose all the vexatious opposition of the late Guikwar to every measure proposed by us for the good of the country, however beneficial to his own subjects, and which, so long as they exist, must ever be a bar to that good-will and thorough cordiality on the part of the Durbar which is so essential to the welfare of Guzerat generally; thus the subjects of both Governments sometimes suffer, and general interests are sacrificed, from upholding these troublesome ties with a few individuals. I trust I may not be mistaken as advocating the slightest departure from good faith towards any person holding our guarantee, however inconvenient or disadvantageous its maintenance may be. I mean to express that where, as in this instance, the other party virtually frees us by his misconduct from an engagement resting on his merits alone, we should avail ourselves of the opportunity to annul the guarantee which he holds.

10. Of all the guaranteed sowkar firms of Baroda, that of Hurry Bhugtee is least entitled to any consideration from Government, having been convicted on former occasions of great misconduct, which heretofore has passed with impunity, to some instances of which I beg to draw the attention of the Honourable Board. In A.D. 1837 the Assistant Resident in charge had occasion to expose a conspiracy between Hurry Bhugtee's firm, through its agent Baba Nafra, and certain members of this establishment, to defraud and ruin Gorajee Pole (a guaranteed chief). In reply, the Secretary to Government remarked, "Mr. Malet states, that the settlement was obtained through a conspiracy of influential members of the establishment, with the other party (Baba Nafra), and the facts detailed in the report go far to prove the allegation." After further investigation of this case, the Political Commissioner (the Honourable Mr. Sutherland) recorded his opinion, "That there was unfair play, and unjustifiable conduct on the part of Baba Nafra and his abettor the Guikwar, there can be no doubt." On the same occasion the Assistant Resident in charge complained of the obstructions which Baba Nafra interposed to his investigation of the frauds against Gorajee Pole, by refusing to produce the books of the firm; afterwards, on investigating other cases of bribery, having reason to know that the same books would prove that large bribes had been given during some years previous to members of the Residency establishment, the acting resident gave the choice to the firm, of either producing their books (which he proved they had had no scruple to do before the Durbar), or forfeiting their guarantee. This penalty they preferred risking to the worse consequences, and which they well knew would result from the certain exposure which must have followed, of enormous corruption effected through their agency. The penalty was not at that time enforced, however, on the following ground. "With regard to the production of chopras or account books, it is not conceived that Government have power to enforce the course pursued by Mr. Malet against the Gukwar's will, though by refusing to aid the inquiry, a suspicion is created that his Highness is anxious that the truth shall not be elicited." Your report, here referred to, leaves no moral doubt of this firm having been the medium through which the corruption of the Residency establishment had been effected by bribery, for many years previous; and it appears to me that according to the terms of the guarantee (being subject to the "merits" of the holders), Government might justly have enforced the penalty which was then held out as the consequence of refusing to produce their books, which must at once have legally proved the fact, and brought the guilty servants of Government to justice. The firm escaped with impunity at that time, owing to the doubts which Government entertained as to the legality of the demand for the production of these books; and I have reason to believe that the evil practice has continued unchecked

Letter to Government, dated 15 December 1837, No. 893.

Letter, dated 27 March 1838, No. 568.

Report, dated 31 May 1838, No. 565.

Letter, dated 22 November 1837, No. 335.

Letter, dated 18 January 1838, No. 104.

unchecked consequently, and that it will be continued, unless the same penalty be now inflicted which you deemed the firm deserving of 10 years ago; for such an example is the only thing likely to put a stop to it.

11. It remains for Government to decide on which of the following calculations, made up to 30th July 1848, the claim of Hurree Bhugtee against Govindrow Guikwar is to be recovered:—

First. That which the firm has now advanced of *Rs.* 3,03,130. 9. 9., being principal and compound interest at 12 per cent., on 9,001 rupees from 1820, and on *Rs.* 32,002 from 1830.

Second. The claim which the firm advanced in 1842 and 1845, (as per E. and G.) for the same principal, at 9 per cent. compound interest, amounting to *Rs.* 1,23,695. 10. 8.

Third. Principal and interest from 1830, on the two notes for 32,002 rupees; the one, of 19,001 rupees, at 12 per cent. compound interest; the other, for 13,001 rupees, at 9 per cent. simple interest, amounting to *Rs.* 1,21,607. 8. 5.

Fourth. Principal and interest from 1830, on the two notes at 9 per cent. (simple interest), amounting to *Rs.* 83,153. 4. 11.

12. In my opinion, the last is the just amount of Hurree Bhugtee's claim. The first and second calculations I discard, because they include the false charge of the bond for 9,001 rupees, and also the extortion of compound interest, claimed on both occasions; whether at 12 or 9 per cent. In the third calculation I object to the charge of 12 per cent. compound interest on the note for 19,001 rupees, on the ground above stated in the second and third paras., and because the firm afterwards abandoned that charge, and substituted 9 per cent. compound interest, in the yads which they presented in 1842 and 1845. The bond signed by Mr. Williams certainly stipulated 12 per cent., but as it was evidently the object of the firm in dropping the 12 per cent. on that occasion to avert the scrutiny of the Resident in the accounts which so extortionate a charge might have prompted, and which might have led to the detection of the far greater overcharge for the false bond of 1820, as also of the discrepancy between the two bonds of 1830, (which as no suspicions were awakened, passed unquestioned at the time), I consider that we have a right to assume the surreptitiously obtained pledge of 12 per cent. to have been annulled by the creditor's own act, and Mr. Williams's bond having thus been assimilated to the terms of the one signed by you, that only the rate of interest to which you agreed can be charged on both. It would then remain to be decided whether the 9 per cent. in the latter bond is to be understood as "simple" or "compound" interest. The firm declare that where simple is not specified, compound is understood. I suppose the contrary, and on that supposition assume the fourth calculation to be just; you may perhaps recollect under what understanding in this respect the bond for 13,001 rupees was executed; if not, a reference to the sowcars of Bombay will settle the question.

12. Whichever of these calculations may be sanctioned by Government, the sum of *Rs.* 34,174. 12. 5. has to be deducted therefrom, being amount of Govind Row's instalments (with interest, which has been received from the Residency by Hurree Bhugtee). Thus, if the fourth calculation be adopted, the balance now due to the firm is *Rs.* 38,339. 5. 2., being less by *Rs.* 264,791. 4. 7. than what they have so dishonestly claimed, these instalments being credited in their accounts.

13. There is a balance of Govindrow's instalments now in the residency, amounting to 2,258 rupees, which I have directed to be paid to Hurree Bhugtee on account.

I have, &c.

(signed) *J. Outram,*
Resident.

Baroda Residency,
31 August 1848.

Charges against Nursoo Punt.

A.

TRANSLATION of a Yad from Purshotum Bechur, of the firm of Hurree Bhugtee, to the address of the Resident; dated 6th Shravun Sood, St. 1904 (5 August 1848).

I HAVE had the honour to receive a yad from the Resident, under date 29th July 1848, No. 181, in reply to my communication of the 13th Ashad Vud, 1904 (28th April 1848), calling for the accounts of Govind Row Futtey Sing, and have now the honour to forward the under-mentioned documents up to Ashud Vud 1904 (30th July 1848).

One bond for 19,001 rupees, bearing the signature of the Resident, Mr. Williams.

In Govind Row Futteh Sing's bond for the sum of 19,001 rupees, he acknowledges to be in my debt 9,000 rupees on account of arrears, with interest at 12 per cent., as stated in his bond. Therefore a separate account of interest, at the above-mentioned rate, is herewith forwarded.

The sum of 10,001 rupees has been paid into the Residency treasury, the interest of which has been settled in the bond for 19,001 rupees, at 9 per cent.

Another bond for 13,001 rupees bears the Resident's signature, which amount has been paid into the treasury, and the rate of interest settled at 9 per cent. Therefore the account with interest of this amount, and the 10,000 above alluded to, being a total of 23,000 rupees, at 9 per cent., is herewith forwarded.

The accounts above alluded to are herewith enclosed for your information, and I have to request the favour of your ordering the money to be paid to me as heretofore.

TRANSLATION of a Copy of a Bond passed by Govind Row Gaikwar to Hurree Bhugtee Paruk, 14th Kartik Sood, 1887 (30 October 1830).

THE following is an account of the money which I have received from you:

Arrears due to you, as per my bond now in your possession - -	*Rs.* 9,000	–	–
Amount received on the 14th Kartik Sood (30 October), for which I have agreed to pay 9 per cent. interest without remission, the account of interest to be made up annually - - - - - - - - - -	10,001	–	–

The above sum of 19,001 rupees, which I have received from you, shall be liquidated directly my affairs are settled.

This bond has been written by order of Radabaee.

Written by Rowjee Narrain Shastree.

29 October 1830. (signed) *James Williams*, Resident.

TRANSLATION of a Copy of a Bond passed by Govind Row Futtey Sing, Gaikwar to [Name not specified], dated 5th Magh Vud 1876 (A.D. 4 February 1820).

I HAVE received from you the sum of 9,001 rupees for my expenditure, one month's interest and munotee for which has been paid to you in advance, and afterwards interest at 12 per cent. shall be paid. This is signed by me.

This amount shall be liquidated from the first payment of my nemnook.

TRANSLATION of a Bond passed by Govind Row Gaikwar to Hurree Bhugtee Paruk, dated 5th Kartick Sood 1887 (22 October 1830).

THE following is a statement of the money which I have drawn from you, and placed in your hands to pay off money borrowed from Sowkars Moorlee Durdass, amounting to 13,001 rupees, for which you must obtain their receipts.

According to my bond, dated 1st Poush Vud 1884 (3 January 1828) -	*Rs.* 6,511	2	–
Agreeably to my bond, dated 5th Magh Vud 1884 (6 February 1828) -	4,101	–	–

And also on account of another bond (amount not specified).

The above sum of 13,001 rupees I agree to pay, with interest at 9 per cent., when my affairs are settled.

This bond was written by order of Radhabaee by her carkoon, Narron Shastree.

"Radabaee's carkoon having come to the Residency, has given this note to Hurree Bhugtee, with the Resident's consent, this 21st day of October 1830."

(signed) *A. Malet*, Assistant Resident.

(True translation.)
(signed) M. Battye, Assistant Resident.

Charges against Nursoo Punt.

No. 1.

ABSTRACT Statement of Principal and Interest claimed by Hurree Bhugtee against Govind Rao Gaekwar.

		Rs.	a.	p.
For 1876. (A.D. 1819–20.)				
Bond, dated 5th Falgon Vud, 4th February 1820 -	Rs. 9,000 - -			
Compound interest, at 12 per cent., up to Assoo Vud 15th (September and October) - - - - - - -	660 - -			
		9,660	–	–
For 1877. (A.D. 1820–21.)				
Interest up to Assoo Vud 15th - - - - - - - - - -		1,159	3	3
For 1878. (A.D. 1821–22.)		10,819	3	3
Interest up to Assoo Vud 15th - - - - - - - - - -		1,406	8	–
For 1879. (A.D. 1822–23.)		12,225	11	3
Interest up to Assoo Vud 15th - - - - - - - - - -		1,467	1	3
For 1880. (A.D. 1823–24.)		13,692	12	6
Interest up to Assoo Vud 15th - - - - - - - - - -		1,643	2	3
For 1881. (A.D. 1824–25.)		15,335	14	9
Interest up to Assoo Vud 15th - - - - - - - - - -		1,993	10	9
For 1882. (A.D. 1825–26.)		17,329	9	6
Interest up to Assoo Vud 15th - - - - - - - - - -		2,079	8	9
For 1883. (A.D. 1826–27.)		19,409	2	3
Interest up to Assoo Vud 15th - - - - - - - - - -		2,329	1	6
For 1884. (A.D. 1827–28.)		21,738	3	9
Interest up to Assoo Vud 15th - - - - - - - - - -		2,825	15	6
For 1885. (A.D. 1828–29.)		24,564	3	3
Interest up to Assoo Vud 15th - - - - - - - - - -		2,947	11	3
For 1886. (A.D. 1829–30.)		27,511	14	6
Interest up to Assoo Vud 15th - - - - - - - - - -		3,301	7	–
For 1887. (A.D. 1830–31.)		30,813	5	6
Interest up to Assoo Vud 15th - - - - - - - - - -		4,005	11	9
For 1888. (A.D. 1831–32.)		34,819	1	3
Interest up to Assoo Vud 15th - - - - - - - - - -		4,178	4	9
For 1889. (A.D. 1832–33.)		38,997	6	–
Interest up to Assoo Vud 15th - - - - - - - - - -		5,069	10	6
For 1890. (A.D. 1833–34.)		44,076	–	6
Interest up to Assoo Vud 15th - - - - - - - - - -		5,288	–	9
For 1891. (A.D. 1834–35.)		49,355	1	3
Interest up to Assoo Vud 15th - - - - - - - - - -		5,922	9	9
For 1892. (A.D. 1835–36.)		55,277	11	–
Interest up to Assoo Vud 15th - - - - - - - - - -		7,186	1	6
For 1893. (A.D. 1836–37.)		62,463	12	6
Interest up to Assoo Vud 15th - - - - - - - - - -		7,495	10	6
For 1894. (A.D. 1837–38.)		69,959	7	–
Interest up to Assoo Vud 15th - - - - - - - - - -		8,395	2	3
For 1895. (A.D. 1838–39.)		78,354	9	3
Interest up to Assoo Vud 15th - - - - - - - - - -		10,186	1	6
For 1896. (A.D. 1839–40.)		88,540	10	9
Interest up to Assoo Vud 15th - - - - - - - - - -		10,624	14	–
Carried forward - - -		99,165	8	9

Charges against Nursoo Punt.

	Rs.	a.	p.
Brought forward - - -	99,165	8	9
For 1897. (A.D. 1840-41.)			
Interest up to Assoo Vud 15th - - - - - - - - -	12,891	8	3
For 1898. (A.D. 1841-42.)	1,12,057	1	–
Deduct amount paid to Sowcar - - - - - - - - -	8,257	15	6
	1,03,799	1	6
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 8,257. 15. 6	13,226	10	3
For 1899. (A.D. 1842-43.)	1,17,825	11	9
Deduct amount paid to the Sowcar - - - - - - - -	4,175	8	–
	1,12,850	3	9
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 4,175. 8. -	13,797	3	3
For 1900. (A.D. 1843-44.)	1,26,647	7	–
Deduct amount paid to Sowcar - - - - - - - - - -	7,770	–	–
	1,18,877	7	–
Interest up to Assoo Vud 15th, after deducting interest on 7,770 rupees -	15,911	12	–
For 1901. (A.D. 1844-45.)	1,34,789	3	–
Deduct amount paid to Sowcar - - - - - - - - -	3,390	–	–
	1,31,399	3	–
Interest up to Assoo Vud 15th, after deducting interest on 3,390 rupees -	15,886	9	–
For 1902. (A.D. 1845-46.)	1,47,285	12	–
Deduct amount paid to Sowcar - - - - - - - - - -	3,918	4	–
	1,43,367	8	–
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 3,918. 4. -	17,585	5	–
For 1903. (A.D. 1846-47.)	1,60,952	13	–
Deduct amount paid to Sowcar - - - - - - - - - -	5,577	8	–
	1,55,375	5	–
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 5,577. 8. -	20,655	2	9
For 1904. (A.D. 1847-48.)	1,76,030	7	9
Interest up to Assoo Vud 15th - - - - - - - - - -	15,844	12	–
	1,91,873	3	9

Total amount paid to Sowcar, *Rs.* 33,089. 3. 6.

(True translation.)
(signed) *M. Battye*, Assistant Resident.

No. 2.

ABSTRACT Statement of Principal and Interest claimed by Hurree Bhugtee against Govind Row Guicowar.

				Rs.	a.	p.
For 1887. (A.D. 1830-31.)						
Bond dated Kartick Sood 14th (30 October 1830) -	*Rs.* 10,001	–	–			
„ Kartick Sood 5th (22 October 1830) -	13,000	–	–			
	23,001	–	–			
Compound interest, 9 per cent., up to Assoo Vud 15th	2,191	5	6			
				25,192	5	6
For 1888. (A.D. 1831-32.)						
Interest up to Assoo Vud 15th - - - - - - - - - -				2,267	5	–
For 1889. (A.D. 1832-33.)				27,459	10	6
Interest up to Assoo Vud 15th - - - - - - - -				2,677	5	–
Carried forward - - -				30,136	15	6

Charges against Nursoo Punt.

	Rs.	*a.*	*p.*
Brought forward - - - - -	30,136	15	6
For 1890. (A.D. 1833 34.)			
Interest up to Assoo Vud 15th - - - - - - - - - -	2,712	5	2
For 1891. (A.D. 1834-35.)	32,849	4	9
Interest up to Assoo Vud 15th - - - - - - - - - -	2,956	7	–
For 1892. (A.D. 1835-36.)	35,805	11	9
Interest up to Assoo Vud 15th - - - - - - - - - -	3,491	1	–
For 1893. (A.D. 1836-37.)	39,296	12	9
Interest up to Assoo Vud 15th - - - - - - - - - -	3,536	11	6
For 1894. (A.D. 1837-38.)	42,833	8	3
Interest up to Assoo Vud 15th - - - - - - - - - -	3,855	–	3
For 1895. (A.D. 1838-39.)	46,688	8	6
Interest up to Assoo Vud 15th - - - - - - - - - -	4,552	2	3
For 1896. (A.D. 1839-40.)	51,240	10	9
Interest up to Assoo Vud 15th - - - - - - - - - -	4,611	10	6
For 1897. (A.D. 1840-41.)	55,852	5	3
Interest up to Assoo Vud 15th - - - - - - - - - -	5,442	9	6
For 1898. (A.D. 1841-42.)	61,297	14	9
Interest up to Assoo Vud 15th - - - - - - - - - -	5,516	13	–
For 1899. (A.D. 1842-43.)	66,814	11	9
Interest up to Assoo Vud 15th - - - - - - - - - -	6,013	5	3
For 1900. (A.D. 1843-44.)	72,828	1	–
Interest up to Assoo Vud 15th - - - - - - - - - -	7,100	12	–
For 1901. (A.D. 1844-45.)	79,928	13	–
Interest up to Assoo Vud 15th - - - - - - - - - -	7,193	9	6
For 1902. (A.D. 1845-46.)	87,122	6	6
Interest up to Assoo Vud 15th - - - - - - - - - -	7,841	–	3
For 1903. (A.D. 1846-47.)	94,963	6	9
Interest up to Assoo Vud 15th - - - - - - - - - -	9,258	15	–
For 1904. (A.D. 1847-48.)	1,04,222	5	9
Interest up to Assard Vud 15th (30th July 1848) - - - - -	7,035	–	3
Rs.	1,11,257	6	–

Principal amount - - -	*Rs.* 23,001	–	–
Interest - - - - -	88,256	6	–
	Rs. 1,11,257	6	–

(True translation.)

(signed) *M. Battye*, Assistant Resident.

(B.)

TRANSLATION of *Nurso Luxmon's* Report regarding the Debt due by Govindrow Guicowar to Hurree Bhugtee; dated 21 August 1848.

1. Two yads were presented by Hurree Bhugtee, dated 6th July and 5th August 1838, praying that certain amount from Govindrow's chettees may be paid to him on account of loan; *vide* No. 1 and 2.

2. On referring to former correspondence, it appears that Mr. Williams wrote on the 21st February 1833, to Govindrow, regarding the amount advanced to him, as well as

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regarding the claims of Hurree Bhugtee, viz., amount due by Govindrow to the sirkar, is *Rs.* 1,945 qr. 31¼ besides the sum advanced to him at Surat on account of expenses which remains to be recovered; also 32,002 rupees taken from Hurry Bhugtee, which is to be paid to him with interest. Govindrow was also informed, that 10 rupees per diem would be deducted from his nemnook on account of debt, and the balance, 20 rupees, would be paid to him for his expenses; *vide* translation No. 3.

3. After the Government advance was recovered, Mr. Boyd made a report to Government on the 10th April 1842, No. 304; a copy of the accompaniment No. 3, was forwarded with it, to which a reply was received, dated 7th June 1842, No. 1540, directing the payment of 10 rupees to Hurree Bhugtee on account of his claim, as suggested by the Resident.

4. On the strength of this order, Hurry Bhugtee received from the Treasury, on account of Govindrow, 33,089 rupees from St. 1898 (A.D. 1841-42,) to 1903 (A.D. 1846-47,) which makes up nearly the amount of principal.

5. It is necessary now for Government to decide up to what period, and what sum is to be paid to Hurree Bhugtee, as the point is still undecided; a deduction, however, is being made now from Govindrow's nemnook on account of Hurree Bhugtee's claim. Govindrow having petitioned the Government on the subject, a letter was received, dated 25th February 1848, No. 851, stating that a decision on the subject of his debt would be hereafter communicated, the Resident having received instructions under date the 9th December 1847, No. 4734, to send Govindrow's accounts; it was accordingly submitted, in reply to which, Government directed* that the exchange on account of Bapasye rupees was to be recovered from his Highness the Guicowar, but no mention is made as to how the liquidation of the debt is to be accomplished.

* *Vide* Letter 16, March 1848, No. 1146.

6. Hurree Bhugtee has nearly received the amount of principal, and on being asked what further claims he had to advance, he produced two yads of his accounts with Govindrow, showing a balance up to July 1848, as follows:

	Rs.	*a.*	*p.*
One khut or bond of St. 1876 (A.D. 1820) for 9,000 rupees, with interest at 1 per cent. - - - - - - - - - - - - -	1,91,873	3	9
One khut of St. 1887 (A.D. 1831) for 10,001 rupees, and one ditto for 13,000 rupees; total 23,001, with interest at 12 *as.* per cent. - -	1,11,257	6	-
Rs.	3,03,130	9	9

The above balance remains to be recovered, which amount has been closed with interest up to the Dewalee.

7. Of the three khuts above mentioned, that of St. 1876 (A.D. 1820), for 9,000 rupees was not recorded in this office formerly, but allusion is made to this deed in the one of St. 1887 for 10,001 rupees (A.D. 1831), in the latter part of which it is written that interest should be calculated every 12 months and added to the principal; to this deed Mr. Williams's signature is attached as a witness. The interest on the other deed for 13,000 rupees, at the rate of 12 annas per cent., but no agreement was made, that interest should be reckoned every year; there is a note to this deed, stating that it was brought by Radhabase's carkoon, and with the consent of the Resident delivered over to Hurree Bhugtee; this document is signed by Mr. Malet. A copy of the deed of St. 1876 (A.D. 1820,) was obtained from the Paruk, in which interest is mentioned at 1 per cent.; it does not bear the signature of the Resident, nor is there any mention made regarding the calculation of interest every 12 months.

8. The Guicowar furnishes twice a year "chittees," on account of Govindrow Guicowar's nemnook, amounting to 12,400 Syasye rupees, equal to 10,839 Company's rupees; about 6,646 Company's rupees received by Govindrow annually through the Collector of Ahmedabad, and the remainder is set apart for the payment of his debt. Up to July 1848 there appears a balance of about 6,000 rupees.

9. On this subject, the final instructions of Government are necessary.

(True translations.)

(signed) *Montagu Battye,*
Assistant Resident.

(C.)

TRANSLATION of Questions put by the Resident to *Etcharam Wandseedass*, Gomasta of the Firm of Hurree Bhugtee, and his Replies thereto; dated 26 August 1848.

1. *Question.* In the original bond of Govind Rao Guicawar's, dated Friday, 14th Kartic Shood, 1887, which you have now produced, there is a note in English by the former Resident, Mr. Williams, dated 27th October 1830, and the corresponding English date to that in Guzerattee,

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Guzerattee, is, according to the calendar, 30th October 1830; how do you account for this difference?—*Answer*. I cannot account for this difference, but I will inquire of Mooneem Baba Nafra, and let you know.

2. In the khut for 19,001 rupees (of Sumwut 1887) which you have shown me, there is an item of arrears amounting to 9,000 rupees, for which you have produced a khut of the year 1876 (A. D. 1819-20) for 9,001 rupees; but if this item was written in the khut of Sumwut 1887 (A. D. 1830-31,) how do you account for the difference of one rupee. From this, it appears that in the khut of 1887, you included the balance due to you at the time, viz., 9,000 rupees; if this is not the case, how is it that the sum of 9,001 rupees (as specified in the khut of 1876) was omitted to be written in the new bond?—After consulting with Baba Nafra, I will reply to this question.

3. When any one accepts a khut, according to sowkar custom, in which one rupee is specified, and afterwards, if he has occasion to make another agreement, in which the former sum is to be included, is it customary to add the one rupee or not?—I don't know why the rupee was not written at the time, but I will make inquiries on the subject; I imagine that when the new khut was written for 19,001, if the one item of 9,001 rupees had been included, two rupees would have appeared in the total, for which reason 9,000 only may have been written; because the object of the one rupee is to prevent the last figure of the total being a cypher.

4. If according to sowkar custom, a sum of money is lent to a person who is already in your debt, and from whom a khut is required in the new agreement, is the balance due calculated with interest, or is merely the principal included? If in the new khut, the principal only is specified, is it not understood that that sum is the total amount of balance due from the date of the said agreement?—If in the new bond, the old khut is alluded to, no mention would have been made of the interest; but I will answer you after making inquiries on the subject; what you state is correct, according to the custom of sowkars.

5. Whether the bond is of late date, or the reverse, when alluded to in a new agreement, it is necessary that the date of such a document should be specified, which is not done in the bond for 19,001; from which it is very evident that the item of arrears mentioned in the new khut includes the total balance due, and that the document regarding it is in your possession; what have you to say with this?—After instituting inquiries on this subject, I will answer your question.

6. When Govind Rao Guicowar borrowed money from Hurry Bhugtee, between the years 1886 (A. D. 1829-30) to 1889 (A. D. 1832-33) on account of sibundies, the amount was settled by the Resident, and a balance of 32,002 rupees still remained due, as per two khuts, in which was included the bond of Sumwut 1886, for 9,000 rupees; if at that time the interest of this sum was due up to the year 1887 (A. D. 1830-31,) it would have amounted to *Rs.* 21,415. 6. 5., but the sum of 23,000 rupees was all that was drawn at the time, without any addition on account of interest, and a total of 32,002 rupees was written; what was the reason of this?—I will inquire into the matter, and give you an answer.

TRANSLATION of Questions put by the Resident to *Baba Nafra*, of the Firm of Hurree Bhugtee, and his Replies thereto; dated 29 August 1848.

1. *Question*. On my questioning Escharum Wusraser, Goomastha of Hurree Bughtee's firm, on the 26th instant, regarding the claims of the firm against Govind Rao Guicowar, he replied, that after consulting with you on the subject, he would answer my questions, for which reason I have sent for you to-day, and require you to give me a detailed statement of the case?—*Answer*. I beg you will hear what I have to say on this subject before asking me any questions. When Mr. Williams and Sarabhai were at Baroda, they informed me that money was to be received in the Treasury for the liquidation of the debts of Govind Rao Guicowar and Radhabaee, and that if I would lend the money, a khut should be obtained from them, which the Resident would sign. When I mentioned this to Bechurbhai, he replied, that if he advanced the money, it would give rise to enmity. I told him that the Resident was anxious to get the money, and we ought not to refuse to accommodate him; upon which he added, that the sum of 9,000 rupees was already due to the firm by Govind Rao Gaekwar, that when this money was advanced Radhabaee and her Kamdar agreed to repay the amount on their affairs being settled; that if the Resident would include this amount with interest in the new agreement, and guarantee the payment of the same, he would advance the money. I informed the Saheb to this effect, and one or two days afterwards he sent for me, and gave me two bonds on different days, according to which the money was paid into the Treasury; in one of these documents, an item of 9,000 rupees of arrears was included, against which it is written "to be recovered according to (khut) agreement." Mr. Malet was here at the time I remember, and if you inquire of him, he will give you information on the subject. Your first question to Echaram was regarding the difference of date, which I can say nothing about, as I do not read English; to the second question, I beg to state, one rupee is written to prevent the last figure of the total being a cipher, therefore it was omitted in the old item, and included in the new one instead; this bond was procured by the Resident, and made over to me. In reply to the 3d, 4th, 5th, and 6th questions,

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tions, I have to inform you that I received the money on account of the bond for 9,000 rupees from the Residency Treasury, and if it is proved that I obtained it from any other source, I will give a farkhutty for all claim against Govind Row Gaekwar, but if not, pay me with interest.

2. In the khut of Sumvut 1887 (A. D. 1830–31) for 19,001 rupees, an item of 9,000 rupees "arrears" is included; there is no date to this item, and no mention is made about interest according to sowkar custom, therefore it is evident that the former agreement regarding the item of arrears is cancelled; otherwise were the original document still in force, and is alluded to in the new bond, it is customary to specify the date of the old bond, which was not done in the one for 19,001 rupees, therefore according to soukar custom, it does not appear that arrears of interest are due on the old item, because when in a new bond, "balance due as per former agreement" is referred to, it is customary to insert the date of the agreement and to specify that interest is due from such a period; what have you to say to this?—A slight difference may have occurred in the writing, but it does not follow that the claim is a false one; I will prove to you from my chopras as to the date and amount of money given. Sowkar business is not all alike, it is carried on according to the arrangements entered into; mistakes will occur in writing, but the fact of the money having been paid cannot be disputed.

3. In the account which you have now produced of your claims against Govind Rao Gaekwar, there is an item of 9,000 rupees, with interest; according to which, up to 10th Falgoon Shood 1898 (22 March 1842), it amounts to *Rs.* 1,80,724. 10. 5; but you formerly presented a yad to the Residency, showing, up to the date above mentioned, amounting to *Rs.* 1,27,698. 14, which is *Rs.* 53,028. 12. 5. less than the claim now advanced; how do you account for this?—Whatever sum appears due from the chopras must be correct; so great a difference could not have occurred; and on examining the books it will become apparent.

4. I shall expect a proper answer from you to-morrow on this subject?—Very good.

5. Is this yad now shown you (*i. e.* that alluded to above, in question 3, claiming *Rs.* 1,27,698. 14) which bears the name of your shet, and was received at the Residency on 28th March 1842, belonging to the firm of Hurree Bhugtee?—I have seen this yad, which is from our firm. (He further states, on examining the document, that as there appears no signature or date, he would make inquiries about it.)

6. Who wrote this yad?—It looks like my handwriting; but as it is customary to sign and date these documents, I will make inquiries, and let you know.*

(signed) *Wamun Rao Venktesh,*
(*alias* Baba Nafra,)
Of the firm of Hurree Bhugtee.

Before me, this 29th day of August 1848.
(signed) *J. Outram,* Resident.

TRANSLATION of a Yad from the Firm of *Hurree Bhugtee* to the Resident; dated 2d Bhadhur Pud Shood 1904 (30 August 1848).

THE Resident asked me the reason of the great difference between the yad furnished by the firm in the year 1898 (A. D. 1841–42,) and the one now submitted. In reply, I beg to inform you that the former yad was not in accordance with the agreement; it was furnished merely to show the amount of interest, at nine per cent., and the yad now forwarded is according to the bond. If you wish to adjust the claim agreeably to the terms of the former yad, viz., nine per cent. up to this date, I am willing to agree; and I beg you will bear in mind, that when I advanced the money to Govind Rao, it was not to be had from any one else; for which reason, at the particular desire of the Resident, the money was paid.

(signed) By *Baba Nafra,*
For Purshotum Bechurbhaee.

TRANSLATION of Questions put to *Baba Nafra,* of the Firm of Hurree Bhugtee, by the Resident, and his Replies thereto; dated 31 August 1848.

7. ON the 29th instant I showed you an account received from your firm on the 28th March 1842 (marked E.,) regarding your claims against Govind Rao Guicowar. You then confessed that it was written by you, but afterwards pretended to have doubts on the subject, as there was no date or signature. I now show you another yad relative to Govind Rao's

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* On the paper being first presented to Baba Nafra, he admitted that it was in his handwriting without any reservation whatever, and returned it to me. Shortly afterwards he asked to look at it again, and then gave the qualified answer recorded. (signed) *J. Outram,* Resident.

Rao's accounts, dated 7th Ashar Shood 1901, formerly received from your firm (marked G.); tell me where it came from, and who wrote it?—The yad shown me on the 29th of August, and the one now produced, are certainly both from our firm; but as the shet's signature was not attached, I had some suspicions, because the bond signed by the Resident is for 19,001 rupees, in which there is an item of 9,000 rupees, "arrears due, as per bond in your possession," and against the item of 10,000 rupees interest is specified at nine per cent. If the interest of both the items was to have been calculated at nine per cent. it would have been mentioned at the foot of the document; and if no interest was to have been charged on the former item it would have been clearly specified to that effect, and the bond which is in my possession would have been taken from me. If you will consult four sowkars on this subject they will give you information. It is not written in the yad which we formerly gave, that only nine per cent. was to be received, which was the reason of my saying that I had suspicions regarding the documents.

8. The item of 9,000 rupees is from the year 1876 (A. D. 1819-20), the interest of which you now state is to be calculated at 12 per cent.; but in the yads formerly received from you, one in Sumvut 1898 (28th March 1842), and another in 1901, 7th Ashar Shood (11th July 1845), the items of 9,000 rupees and 23,002 rupees, making a total of 32,002 rupees, are written, the interest for the whole of which is calculated at nine per cent.; how do you account for this?—The former yad given by me for nine per cent. was at the request of the karbauree, after consulting on the subject and speaking to the shet; but there was no agreement written to receive the interest at that rate; neither was it written that we would not receive interest according to the terms of the bond. The yads were drawn out in the hope that our claim would be adjusted at once, and I am now willing to receive payment at the rate mentioned in those yads.

9. The yad furnished by you in 1842, for interest at nine per cent., including the item of 9,000 rupees, was, you say, given at the advice of the karbaree, thinking your claims would be settled at once; but in the yad which you afterwards gave in the year 1901 (A. D. 1844-45), interest at nine per cent. only was claimed on the whole amount. After three years had elapsed, therefore, without a settlement having been effected; what was the reason of your giving another yad for the same amount of interest, viz. nine per cent.?—The first yad of 1898 (A. D. 1841-42) was for interest up to the end of that year, and in the other yad, given in 1901 (A. D. 1844-45), the same amount of interest was specified; but after the year 1898 (A. D. 1841-42), no interest was charged.

10. In your answer above you state that the former yad of 1842 was given at the advice of karbaree, in hopes of a settlement being made at once, and interest on the whole amount calculated at nine per cent.; but at the foot of your other yad of 1901 (A. D. 1844-45, three years afterwards, you state that the Resident had formerly said he would pay you from the balance of Govind Row's money; that in future any balance that remained should be made over to you, and that you received payment accordingly, you being well aware, moreover, that the sum of 10 rupees a day was all that was available from his nemnook for the liquidation of his debts, and that he had no other means; how could you expect immediate payment, and on what grounds did you now calculate the interest on the sum of 9,000 rupees, at 12 per cent.?—I have now charged interest according to the terms of the bond.

11. The bond for 19,001 bears Mr. Williams's signature. Against the item for 10,001 rupees, compound interest (meaning interest to be calculated annually) is specified; and the other bond for 12,001 rupees, is signed by Mr. Malet, in which only nine per cent. interest is mentioned, and nothing is said about compound interest; under these circumstances, how is it that you have calculated compound interest in both the accounts?—I charged interest according to the terms of the agreement and sowkar custom; but if the Resident wishes to make any deduction at the time of adjusting this claim, I am willing to agree; or when anybody is appointed to make a settlement, I will abide by their decision. As the accounts were now called for I furnished them according to custom.

12. Supposing the dispute regarding the interest which you have charged on the sum of 9,000 rupees, from the year 1876 (A. D. 1819-20), to be put aside, and the amount is calculated according to the account which you first claimed, up to the 15th Ashard Wud (30th July 1848), the principal and interest would amount to 2,21,619 rupees; and from the accounts which you have now furnished, calculated up to the same date, the interest amounts to *Rs.* 3,30,130. 9. 9, making a difference of *Rs.* 81,511. 9. 9. in excess; how do you account for this?—The account which I have now furnished is in accordance with the bond. Should there be any mistakes they can be rectified when a person is appointed to make a settlement; in the meantime what necessity is there to speak about it.

(signed) *Wamun Rao Venchtesh.*

Before me, this 31st August 1848.

(signed) *J. Outram*, Resident.

(True translations.)

(signed) Montagu Battye, Assistant Resident.

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(D.)

TRANSLATION of Questions put by the Resident to *Nursoo Punt,* and his Replies thereto; dated 26 August 1848.

Question. FROM the answer given by the goomashta of Hurree Bhugtee's firm relative to the claim against Govind Row Guicowar, do you think there are any just grounds for suspicion; and what is your opinion on the subject?—*Answer.* From the first question which you put to Echurum Gomashta as to the difference in the date of the bond and Resident's signature, it appears suspicious as to how this mistake could have occurred.

In his reply to the second question relative to the entry of arrears in the new bond, it certainly seems extraordinary that the date of the old bond was not specified.

Regarding his replies to the 3d and 4th questions relative to the one rupee not being included, and his not specifying the account of arrears, I don't think any suspicion can attach.

Referring to the subject of your fifth question, as to the balance of 32,002 rupees, there is the same doubt, in my mind, as alluded to in the paragraph regarding the second question, that two bonds are referred to, and no year is specified relative to the item of the old agreement.

Before me, this 26th day of August 1848.

(signed) *J. Outram,* Resident.

No. 1.

QUESTIONS put to *Nursoo Punt* on 31 August 1848.

1. ON my asking you for your opinion regarding the deposition of Hurree Bhugtee's goomashta taken before me on the 26th instant, you expressed some suspicions, why therefore did you not mention these suspicious circumstances in the report which you wrote regarding the claims against Govind Rao Guicowar?—*Answer.* The firm of Hurree Bhugtee presented you with a yad in the month of July relative to receiving payment from Govind Rao Guicowar's draft, you then asked me the circumstances of the case, and I informed you that, according to the orders of Government, they had, up to that date, received the balance of the draft, and that the principal amount had nearly been adjusted, but what amount of interest they were to receive was not clearly understood from the instructions of Government, which I therefore begged of you to peruse on my showing them to you, as also Mr. Boyd's report; you asked what objection there was to pay the instalments to the paruck agreeably to the instructions, upon which I pointed out that there was no specified amount of interest mentioned; it merely stated that the amount of principal and interest was to be adjusted from the balance of Govind Rao's draft, and that, consequently, a reference on the subject was necessary; you then desired me to procure the accounts from the parruck, which I accordingly did, and on your telling me to write a report, I furnished you with a brief statement of the steps which had been taken in the matter; you afterwards sent for the original bonds, and put questions to the goomashta; at that time it appeared to me, that in the bond for 19,001 rupees of Sumvut 1887 (A. D. 1830-31) an item of arrears for 9,000 rupees was included, without date, and my suspicions were raised similar to those of the Resident. When I wrote my report, I did not observe that there was no date to the item of 9,000 rupees, consequently I had no suspicions; if I had, I should not have neglected to have mentioned them.

2. Was it not your duty as native agent, when I called for your report, to carefully examine the accounts, and inform me of the result?—From the accounts furnished by the sowkar it appeared that ten times too much interest had been charged, but I thought that as Mr. Williams had written to Govind Rao Guicowar on the 21st February 1833, that 10 rupees a day would be deducted from his nemnook on account of his debts, the compound interest due to Hurree Bhugtee on 32,002 rupees could not possibly have amounted to so large a sum; but under any circumstances, according to the custom of the British Government, the sowcar could not receive more than double the amount of his principal. Under this impression I did not minutely examine the accounts, but merely reported briefly on the subject; consequently, the fact of the item of 9,000 rupees not being dated did not at first strike me.

3. Was it not your duty, at any rate, to see whether the accounts produced by the sowcar were correct or not?—The dates of the accounts produced by the parruck agreed with those of the two bonds which were in the office; and as the old agreement was not in the dufter, a copy was obtained from the sowkar, dated Sumwut 1876 (A. D. 1819-20), and the dates for which the money was paid to him from the Treasury, as also the interest, was examined by Narrain Rao, and the accounts given to "Shewuck Shroff," who reported that the interest was correct. I did not at that time observe that there was no date attached to the

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the item of 9,000 rupees; if I had I should have examined the sowkar's chopras, which was not done; with this exception, there appears no difference between the accounts and the bonds.

4. Hurree Bhugtee's accounts, up to October 1841, which were received in the dufter in July 1845, have now been produced, which, if assumed to be correct, would, with the interest up to July 1848, amount to 2,21,619 rupees, but the accounts which the sowkar has now produced show a balance of *Rs.* 3,03,130. 9. 9, thereby causing a difference of *Rs.* 81,511. 9. 9; how is it that this escaped your notice, and that you did not report it to me?—The papers connected with Govind Rao's case were in my bundle, but the account which was formerly received was not amongst them, and I have not the least recollection of any accounts having been previously received from the paruck. When the goomashta's deposition was taken, the Sahib desired me to find out if any accounts had been formerly received, for which reason I set a carkoon to examine the dufters, and Bujabah found it in a bundle, dated May 1842. The account alluded to was shown to the Sahib, and yesterday the dufters since 1838 were examined, when the yad dated July 1845 came to hand; but I had not the slightest recollection of this document, and certainly did not willingly conceal it. In the yad 1842, above referred to, interest at nine per cent. is specified, but it is not in the yad of 1845, though it appears clear that nine per cent. is calculated on the whole amount of 32,002 rupees, and that the same amount of interest was charged on the 9,000 rupees from 1876 (A.D. 1819-20); the present difference is accounted for from the sowkar having charged 12 per cent. interest on the item of 9,000 rupees.

5. About five or six days after I gave you the order to produce the correspondence with Mr. Williams, and subsequent documents relating to this claim (on the 28th instant), you came and told me that the dufter had been carefully examined, but that the papers were not to be found; when I told you, however, that you would be held responsible for the abstraction of these documents, on the 29th August you, without delay, produced an account which had been received in 1842, and on my again desiring you to search, another account of 1845 was produced on the 30th instant; how do you account for this, and how is it that in the space of three years you forget the receipt of a document which had been received since you came to the office, and why should you keep the dufter in such confusion as to take so much time finding a document placed there by yourself?—On the 26th August you desired me to look for the accounts which Mr. Williams referred to in his letter to Govind Rao Guicowar in 1833, consequently I set Narrain Rao and others to search the dufters of that year, and the following day, Sunday the 27th, they examined other old dufters, but without success. On the 28th you asked me if I had found the accounts; I replied in the negative, but that other dufters were being searched by Bujabah, &c.; on that date no papers were found. On my coming to office on the 29th instant it struck me that some account might have been received at the time of Mr. Boyd's report, in the year 1842, so I desired Bujabah, carkoon, to look for them, and on examining the diary-book he found the required account, which I immediately brought to you. The next day, Narrain Rao and Bujabah were again set to search the dufters, and after looking over them from the year 1843, another account was found in the dufter of 1845, which Narrain Rao brought me, and I took it to you at once. You ask how I happened, in the space of three years, to forget the yads which were received; but I beg to state that it is impossible to recollect the numerous yads which are received on so many different subjects in a period of three years. From the time I came to the office, I have always brought the confused state of the records to the notice of the different Residents, and the Government have so frequently reduced the establishment, notwithstanding the carkoons are always at work, it is quite impossible for them to carry on the current business and keep the dufters in proper order. Some of the papers are sorted, and others again are merely tied up in bundles for the month, because the carkoons really have not time to sort them; if they were properly filed according to the different subjects there would be no difficulty in finding papers.

6. When the yad was received from the sowkar on the 6th July 1848 regarding the payment of his dues, I desired you to produce the papers on the subject, and on the 21st August you furnished me with your report on the case; how is it that in so long a time you did not procure and examine all the papers referring to it; without examining these documents, why did you report on the subject; and in the space of three years, how came you to forget that such an account had been received?—On the receipt of the sowkar's first yad a correspondence ensued, and the lost yad was received with his account on the 5th August 1848, which was given to "Shewuckshroff" to examine, and when I had time I perused the papers connected with this case, which was tied up in a separate bundle, and wrote my report. I quite forgot that there were any other documents on the subject.

Before me, this 31st day of August 1848.

(signed) *J. Outram*, Resident.

(True translations.)

(signed) M. Battye, Assistant Resident.

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(E.)

Translation of a Memorandum by Hurree Bhugtee of the Amount due to him by Govindrow Guikwar up to the 10th Falgon Shood (22d March), year Sumvut 1898 (1841-42).

	Rs.	a.	p.
As per bonds for principal, bearing the Sahib's signature	32,002	–	–
Interest at nine per cent. per annum on the above sum, according to agreement, as per separate statement	95,693	14	–
Total - - - Rs.	1,27,695	14	–

Orders must be given for the liquidation of this amount.

Received at the Residency, on the 28th March 1842.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

(G.)

Translation of a Yad from the Firm of Hurree Bhugtee, dated 7th Ashad Shood 1901 (11 July 1845).

The following is a detailed statement of money due by Govindrow Futteh Sing to our firm, for which the British Government are security, amounting to,

		Rs.	a.	p.
Principal		32,002	–	–
An account of a khut, dated 5th Kartik Sood 1887 (22 October 1830), bearing the signature of the Resident	Rs. 13,001 – –			
As per khut, dated 14th Kartik Sood 1887 (30 October 1830), bearing the Resident's signature	19,001 – –			
Total - - - Rs.		32,002	–	–
Interest on this sum up to 2d Kartik Shood 1898 (27 October 1841)		91,693	14	–
Total - - - Rs.		1,23,695	14	–

To this effect I informed the Resident, upon which he communicated with the Bombay Government, and on receipt of their reply I was told that orders had been received for the payment of my claim, principal and interest, and that the balance of Govindrow Guikwar's money would be paid to me on account, and that in future, whatever balance remained after paying Govindrow, would be made over to me. I have received payment accordingly, as per separate statement.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

No. 10,433.

Minute by the Right Honourable the Governor.

1. At the time that the sums referred to in the accompanying correspondence were advanced to Govindrow Gaekwar by the firm of Hurree Bhugtee, no report of the transaction was made to Government by the Resident at Baroda, through whose instrumentality the loan was effected, and consequently no copies of the bonds adverted to are forthcoming on the records.

2. The first allusion to the transaction contained in our records will be found in the translation of a note addressed by Mr. Williams to Govindrow, on the 21st February 1833, submitted to Government by Mr. Boyd, the late Resident at Baroda, with his letter of the 10th April 1842, reporting the liquidation of a debt

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a debt due by Govindrow to the Baroda Treasury, and requesting permission to appropriate the stoppage of 300 rupees per mensem from Govindrow's allowance to the payment of Hurree Bhugtee's claim. The following is an extract from Mr. Williams's note, above alluded to:

> " Besides, you received from Hurree Bhugtee, for your private expenses, 32,002 rupees, and furnished him with two bonds for the same, agreeing to pay the amount with interest. Moreover, the sums paid to you through the agent at Surat have not been recovered. The above is a detail of your debts to Government, which must be liquidated; for that purpose, Government has ordered that you should receive an allowance of 20, instead of 30 rupees per diem. You are consequently to receive 20 rupees a day, and 10 rupees a day have been deducted for the liquidation of the above debt, which will lessen the burden of your debts. In short, it is necessary that the arrangement made should remain in force."

3. In reply to the above reference, Mr. Boyd was, on the 7th June 1842, authorised to pay the instalments in future to Hurree Bhugtee, in liquidation of his demands on Govindrow Gaekwar.

4. The next allusion to this debt is in a note from Govindrow Gaekwar to the Resident, dated the 3d October 1847, complaining of the stoppage of 10 rupees per diem from the allowance granted for his maintenance; the debt is clearly admitted in the following words: "That for the payment of 32,002 rupees due to Hurree Bhugtee Sowcar on account of debt."

5. On the 9th December 1847, the Resident at Baroda was directed, with reference to this complaint, to submit a statement of Govindrow's account with Government. This was done by Colonel Outram on the 27th January 1848, when it appeared that up to 1847–48, Hurree Bhugtee had received in liquidation of his debt the sum of *Rs.* 29,807. 0. 5.

6. It seems to me that no interest can be deemed due on the sum of 9,000 rupees, which was evidently the balance of a former debt, and which appears to have been admitted into the bond to recover its repayment, without any interest whatever. At any rate, I would not allow any interest on it, as a sum not originally advanced through our intervention. The amount due to Hurree Bhugtee, therefore, disallowing interest on this sum, and allowing interest as entered in the bond on the two other items, will, according to the following calculation, amount to *Rs.* 54,837. 14. 8.

	Rs.	*a.*	*p.*
Old claim on which no interest is chargeable - - - -	9,000	–	–
10,001 rupees at 9 per cent. compound interest, from 29th October 1830 to 30th July 1848 - - - - - -	46,215	9	10
13,001 rupees at 9 per cent. simple interest, from 2d October 1830 to 30th July 1848 - - - - - - -	33,796	8	8
	89,012	2	6
Deduct amount of instalments paid to Hurree Bhugtee, with interest thereon - - - - - - - - - -	34,174	3	10
Rs.	54,837	14	8

7. The Honourable Court of Directors, however, in their despatch No. 37, of the 4th December 1844, distinctly intimated their objections to allow of compound interest being charged on the claims of the family of the late Dessaee of Nawsarree against the Gaekwar; and in reference to the claim by the firm of Hurree Bhugtee on the same family, the Honourable Court observed in their despatch No. 18, of the 22d July 1846: "We have already informed you that we could not approve of enforcing a claim of 9 per cent. compound interest on sums guaranteed by your Government in favour of the Dessaee against the Gaekwar. It would therefore be an act of extreme injustice to enforce similar terms in favour of Hurree Bhugtee against the Dessaee, unless such terms were specifically stipulated in the bond."

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8. Under these instructions, and not considering the papers in question to amount to a formal guarantee by Government, I would allow only simple interest on the second item,

The debt would stand thus:

	Rs.	*a.*	*p.*
Old claim - - - - - - - - - -	9,000	–	–
10,001 rupees at simple interest, at 9 per cent. per annum -	25,980	10	11
13,001 rupees at simple interest, at 9 per cent. per annum -	33,796	8	8
	68,777	3	7
Deduct instalments paid with interest - - - - -	34,174	3	10
Balance due to Hurree Bhugtee - - - - - - *Rs.*	34,602	15	9

Of this balance, 9,000 rupees do not bear interest; the portion bearing interest should therefore be first cleared off, and afterwards that portion of the old debt which does not bear interest.

9. Mixed up with this question is the behaviour of the firm of Hurree Bhugtee, who have advanced a claim on the bonds I have above considered, to a sum amounting to *Rs.* 303,130. 9. 9. The amount I consider now due sufficiently marks the view I take of the transaction, and I am much disposed to adopt Colonel Outram's recommendation to cancel the guarantee formerly extended to the firm, but on the whole of the question I should wish to be favoured with the opinion of my colleagues.

(signed) *Falkland.*

20 November 1848.

No. 10,434.

Minute by the Honourable Mr. *Reid.*

The demand of the firm of Hurree Bhugtee is founded on two bonds. One of the 5th of Kartik Sood, Sumvut 1887 (22 October 1830), for 13,001 rupees, the other of the 14th of Kartik Sood (30 October 1830), for 19,001 rupees, both considered as bearing our guarantee. It seems strange, that according to the translates of these bonds given in Accompaniment (A.), the guarantees or signatures of Mr. Malet in the one case, and of Mr. Williams in the other, are dated the day previous to that alleged to be the date of the documents themselves; Mr. Malet's being of the 21st on the deed of the 22d of October, and Mr. Williams's being of the 29th on the deed of the 30th October.

2. Copies of the deeds not having been transmitted (as they should have been, according to a standing order), with the translates, we cannot see whether the English dates are entered in the originals. But I conclude they are not so, as it is not customary to do so in transactions between natives. I find, by reference to the calendar, that the English dates corresponding to the 5th and 14th of Kartik Sood, Sumvut 1887, are the 22d and 30th October 1830. There is a doubt as to the real date of Mr. Williams's signature on the second bond, since in the translate in (A.) it is given as the 29th, while Colonel Outram, in his 2d para., calls it the 27th.

3. The first deed for 13,001 rupees is for money advanced to pay off a debt of Moorleedhurdass. The second consists of two items, namely, 9,000 rupees of an old debt, and 10,001 rupees for money then advanced.

4. In making up its account, the firm now charges 12 per cent. compound interest on the 9,000 rupees of old debt for about 28½ years, from 4th February 1820 to 30th July 1848, and 9 per cent. compound interest on the 10,001 rupees remaining of the bond of the 14th Kartik Sood, and on the whole amount (13,001 rupees) of that of the 5th of that month for about 17¾ years, from 22d and 30th October 1830 to 30th July 1848; making thus a total demand of *Rs.* 3,03,130. 9. 9. up to 30th July 1848, after deducting sums received by the firm, amounting to principal, *Rs.* 33,089. 3. 6., with the interest upon that sum.

5. It

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5. It seems that in March 1842, the firm presented a memorandum (E.) of Govindrao's debt up to the 22d of that month, calculated very differently. In that, interest is said to be at 9 per cent. on the total of the two bonds, 32,002 rupees. The separate statement of interest alluded to in that memorandum has not been sent to us. The amount of interest (exclusive of the principal) is given as *Rs.* 95,693. 14., the period being 11 years and 7 months, taken from the 22d October 1830 to the 22d March 1842. Now, 32,002 rupees, at 9 per cent. compound interest, for 11 years and 7 month, gives as interest only 54,901 rupees.* It is clear, therefore, that the firm must have calculated the interest in some different method, when it makes its demands on that amount for an excess of 40,792 rupees.

6. Again, on the 11th July 1845, the firm presented another memorandum (G.) of the amount up to the 2d Kartik Sood 1898 (27 October 1841), a period of 11 years, when the interest is given on the whole sum 32,002 rupees as *Rs.* 91,693. 14.; but it is not stated at what rates, or in what manner, the interest is calculated. 32,002 rupees, at compound interest for 11 years, gives only 50,568 rupees as interest.

7. The question now is, What interest is to be allowed? The attempt to calculate compound interest at 12 per cent. on the 9,000 rupees of the bond of the 14th of Kartik Sood (30 October 1830) is preposterous. It matters little of what that sum was composed. It comes into the bond simply as a sum due on its date, and no claim can be admitted by which its amount up to that date can be increased.

8. Whether this sum (9,000 rupees) can fairly be held to bear no interest is, I think, a doubtful question. Admitting it to be a balance of the old debt, still no sowkar lends his money, even under a guarantee, without some return for its use, and I question whether, unless where there is a particular stipulation against any interest at all, simple interest ought not to be admitted at a fair rate.

9. For the reasons given in the Right honourable the President's Minute, paras. 7 and 8, I think we might, if no other means can be found of reducing the exorbitant demand of the firm, decline to authorise compound interest on the 10,001 rupees of the 14th Kartik Sood. This, it is true, would be a violation of the bond, and consequently of our guarantee. Simple interest only on the aggregate of the two bonds (32,002 rupees) would give a balance, at the end of July 1848, as follows:

	Rs.	*a.*	*p.*
Principal - - - - - - - -	32,002	–	–
Simple interest, at 9 per cent for 17¾ years, at *Rs.* 2,880. 2. 10. per annum - - -	51,123	2	8
	83,125	2	8
Deduct paid with interest. This seems calculated at compound interest; if so, the amount will be reduced when calculated at simple interest -	34,174	12	5
Rs.	48,950	6	3

10. But I think a way is open to us of reducing the demands to a reasonable amount, without apparently infringing our guarantee; that is, by not allowing the interest to exceed the principal. "Dam Dooput" is a native rule in such transactions; and considering the nature of this case, and the attempt made by the firm to obtain such usurious profit, I think we should be quite justified in adopting it. Nursoo Lukshumun, in his answer to the second question in Accompaniment (D.), suggests

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* *N. B.* In my calculations throughout the Minute, I have rejected all fractional parts, whether of time or money, and a few rupees difference may be found between them and those more correctly made.

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suggests this mode of settlement. Under it, the amount would stand as follows:

	Rs.	a.	p.
Principal of the two bonds - - - - -	32,002	–	–
Interest equal to the principal - - - -	32,002	–	–
	64,004	–	–
Deduct paid to the firm. (This is taken from the Sowkar's Abstract, No. 1, of (A.), and I presume consists of principal only) - - - - -	33,089	–	–
Rs.	30,915	–	–

11. I do not understand on what calculation the estimate in para. 8 of the Right Honourable the President's Minute is made. Since the date of the two bonds, 17¾ years have expired, up to the 30th July 1848; but in that para. the interest seems calculated on the 10,001 rupees for about six years only, and on the 13,001 rupees for about seven years. Why these periods have been assumed, I cannot discover. I am afraid there has been some error, or the principal has probably been omitted

	Rs.	a.	p.
10,001 rupees, at 9 per cent. compound interest, for 17¾ years, gives - - - - - -	46,173	–	–
13,001 rupees, at 9 per cent. simple interest, for the same period, gives - - - - - -	33,770	–	–
Add not bearing interest - - - - - -	9,000	–	–
	88,943	–	–
Deduct paid - - - - - - - - -	34,174	–	–
This leaves a balance of - - - *Rs.*	44,769	–	–

Instead of 28,090 rupees.

13. I quite concur with the expediency of withdrawing our bhandarees, wherever their duration depends on the conduct of the parties holding them, and when that conduct shall be such as to justify our adopting this extreme measure. But I cannot think that the mere demand of a debt, however exorbitant, is a sufficient breach of good conduct. The firm is not without some grounds for all its demands. We may not admit them, but we have no right to punish it for having advanced them. There have been no forgeries, no denials of payments made to the firm, and no frauds, if we except the abstraction of the correspondence from the Residency records, for which, in the absence of all proof, we have no right to make the firm responsible. Commercial morality is, I fear, not at so high a standard among our countrymen in India, that we could with any reason visit so severely the offence committed by a native banker, of trying to exact from his creditor every pie which he thinks might be screwed out of him by the wildest interpretation of his bonds.

14. In this case, I would entirely abandon the idea of interfering with the bhandaree.

15. In regard to the imputations cast on Nursoo Lukshumun in this transaction, I shall remark on them in my Minute in the case of Guorojee Pol.

(signed) *L. R. Reid.*

24 November 1848.

No. 10435.

Minute by the Honourable Mr. *Willoughby.*

With reference to the errors pointed out by Mr. Reid in the calculations in the Right honourable the Governor's Minute of the 7th instant, I pass this on at present without comment, as probably it may be desired to correct them.

(signed) *J. P. Willoughby.*

28 November 1848.

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MINUTE by the Right Honourable the Governor.

No. 10,436.

I AM much obliged to Mr. Reid for noticing the errors of calculation in my Minute, which arose from a mistake of the clerk. They are now corrected. I defer any remarks I may have to offer until the Honourable Mr. Willoughby has minuted on this subject.

(signed) *Falkland.*

December 1848.

MINUTE by the Honourable Mr. *Willoughby*.

No. 10,437.

1. I CONCUR for the most part in Mr. Reid's observations on this case.

2. Had the bonds of the 22d and 30th October 1830 been formally guaranteed under the sanction of Government, I do not think we could, without breach of faith, insist on the firm of Hurree Bukty agreeing to the settlement suggested; that is, by not allowing the interest to exceed the principal.

3. But these transactions were never submitted to Government, and, as far as the papers before us show, the execution of the bonds was not preceded by an inquiry into the justness of the firm's demand against Govind Row Guikwar. This remark more especially applies to the item of 9,000 rupees alleged to have been advanced to liquidate a debt due to Mooleedhurdass.

4. Although, however, the transactions were not originally guaranteed with the sanction of Government, the deeds are attested by Messrs. Williams and Malet, and on the 7th June 1842, were so far recognised by Government, that authority was granted to pay to the firm the sum of 300 rupees per mensem from Govind Row Guikwar's nemnook, an arrangement which remains in force up to the present time.

5. Under these circumstances, we may, I think, fairly require that the firm should assent to a compromise, and the amount which Mr. Reid proposes to award them is, I think, as much as they can reasonably expect, and as much as Govind Rao Guikwar can afford to pay.

6. I think this award will sufficiently denote the opinion we entertain of the conduct of the firm of Hurree Bukty in preferring the extravagant and usurious demands it has done against Govind Rao.

7. Their conduct on the occasion is certainly not free from blame and reproach, but I entirely coincide in opinion with Mr. Reid, "that the mere demand of a debt, however exorbitant, is not a sufficient breach of good conduct" to justify the extreme measure of cancelling the bhandaree or guarantee of protection granted to the firm in 1809.

(signed) *J. P. Willoughby.*

2 December 1848.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Messrs. *Reid* and *Willoughby*.

No. 10,438.

As my colleagues concur in opinion that there is nothing in this case which ought to induce us to deprive Hurree Buktee of the advantage of the Government guarantee, I defer to their opinion, and I likewise assent to the mode of settlement which they suggest, and which is detailed in Mr. Reid's Minute.

Para. 10.

(signed) *Falkland.*
L. R. Reid.
J. P. Willoughby.

5 December 1848.

Charges against Nursoo Punt.

No. 10,439.

No. 5249 of 1848.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, with enclosures, No. 209, dated the 31st August last, relative to the pecuniary claims of the firm of Hurree Bhugtee, against Govind Rao Gaekwar.

2. The demand of this firm on Govind Rao, is founded on two bonds, one dated the 5th Kartick Sood, Sumvut 1887 (22 October 1830), for (13,001) thirteen thousand and one rupees; and the other, dated the 14th of Kartick Sood (30 October 1830), for (19,001) nineteen thousand and one rupees, both considered as bearing the Government guarantee.

3. At the time, however, that these sums were advanced to Govind Rao by the firm of Hurree Bhugtee, no report of the transaction was made to Government by the Resident at Baroda, through whose instrumentality the loan was effected, and consequently no copies of the bonds adverted to above are forthcoming on the records.

4. The first bond for (13,001) thirteen thousand and one rupees is for money advanced to pay off a debt of Moorleedhurdass, and the second consists of two items, namely, (9,000) nine thousand rupees of an old debt, and (10,001) ten thousand and one rupees for money then advanced.

5. In making up its accounts, the firm now charges 12 per cent. compound interest on the sum of (9,000) nine thousand rupees of old debt for about 28 years and 6 months, namely, from the 4th February 1820 to the 30th July 1848, and 9 per cent. compound interest on the (10,001) ten thousand and one rupees remaining of the bond of the 14th Kartik Sood, and on (13,001) thirteen thousand and one rupees, being the whole amount of that of the 5th of the same month, for about 17 years and 9 months, namely, from the 22d and 30th October 1830 to the 30th July 1848, making thus a total demand of (*Rs.* 3,03,130. 9. 9.) rupees three lacs, three thousand one hundred and thirty, annas nine, and pies nine, up to the 30th July 1848, after deducting sums received by the firm, amounting to principal (*Rs.* 30,089. 3. 6.) rupees thirty thousand and eighty-nine, annas three, and pies six, with the interest upon that sum.

6. It seems that in March 1842, the firm presented a memorandum* of Govind Rao's debt up to the 22d of that month, calculated very differently. In that, interest is said to be at 9 per cent. on the total of the two bonds, thirty-two thousand and two rupees.

* Accompaniment (E).

7. The separate statement of interest alluded to in the above-mentioned memorandum has not been sent to Government, but the amount of interest, exclusive of the principal, is given as (*Rs.* 95,693. 14.) rupees ninety-five thousand six hundred and nine-three, annas fourteen, the period being 11 years and 7 months, taken from the 22d October 1830 to the 22d March 1842, whereas (32,002) thirty-two thousand and two rupees, at 9 per cent. compound interest, for 11 years and 7 months, gives as interest only (54,901) fifty-four thousand nine hundred and one rupees.

8. It is clear, therefore, that the firm must have calculated the interest in some different method, when it makes its demands on that amount for an excess of (40,792) forty thousand seven hundred and ninety-two rupees.

9. It appears that on the 11th July 1845, the firm presented another memorandum† of the amount up to the 2d Kartick Sood 1898 (27 October 1841), a period of 11 years, when the interest is given on the whole sum of (32,002) thirty-two thousand and two rupees, as (*Rs.* 91,693. 14.) rupees ninety-one thousand, six hundred and ninety-three, annas fourteen; but it is not stated at what rates or in what manner the interest is calculated, for (32,002) thirty-two thousand and two rupees for 11 years, gives only (50,568) fifty thousand five hundred and sixty-eight rupees as interest.

† (G.)

10. The

10. The question now for consideration is, What interest is to be allowed? The attempt to calculate compound interest at 12 per cent. on the (9,000) nine thousand rupees of the bond of the 14th Kartik Sood (30 October 1830), is preposterous. It matters little of what that sum was composed. It comes into the bond simply as a sum due on its date, and no claim can be admitted by which its amount up to that date can be increased.

11. Whether this sum* can fairly be held to bear no interest, is, in the opinion of Government, a doubtful question. Admitting it, however, to be a balance of the old debt, still no sowkar lends his money, even under a guarantee, without some return for its use; and the question, therefore, arises, whether, unless where there is a particular stipulation against any interest at all, simple interest ought not to be admitted at a fair rate.

12. The Right honourable the Governor in Council considers that if there were no other means of reducing the exorbitant demand of the firm against Govind Rao, Government would, under the instructions† of the Honourable the Court of Directors, and in consideration of the papers in this case, not amounting to a formal guarantee, have been justified in declining to authorise compound interest in this case.

13. His Lordship in Council, however, considers that a clear and just way is open to reduce the demand to a reasonable amount, that is, by not allowing the interest to exceed the principal; "Dam Dooput," is a native rule in such transactions, and considering the nature of this case, and the attempt made by the firm to obtain such usurious profit, his Lordship in Council considers Government to be justified in adopting it.

14. Under this arrangement the amount would stand as follows:—

	Rs.
Principal of the two bonds - - - - - -	32,002
Interest equal to the principal - - - - -	32,002
	64,004
Deduct paid ‡ to the firm - - - - - -	33,089
	Rs. 30,915

15. As these loans were granted without the previous sanction of Government, and, as far as the papers before it show, the execution of the bonds was not preceded by an inquiry into the justness of the firm's demand against Govind Rao Gaekwar, his Lordship in Council has resolved that this demand should thus be compromised, interest being allowed equal to the principal amount due.

16. I am accordingly desired to request that you will communicate the above decision to the parties concerned, and call upon the firm of Hurree Bhugtee to assent to the compromise now resolved upon by Government, whereby the firm will receive as much as they can reasonably expect, and as much as Govind Rao Gaekwar can afford to pay.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 15 December 1848.

(True extract.)
(signed) A. Malet,
Chief Secretary.

Extract

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* *Rs.* 9,000.

† *Vide* paras. 8 and 9 of the Honourable Court's letter, No. 37, dated 4 December 1844, forwarded with letter from this department; No. 1721, dated 9 April 1845; and para. 42 of letter from the same authority; No. 18, dated 22 July 1846, forming accompaniment to a letter from this department; No. 3759, dated 6 October 1846.

‡ This is taken from the sowkar's Abstract, No. 1, of (A.) and it is presumed consists of principal only.

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Extract Bombay Political Consultation, 12 June 1850.

EXTRACT, paras. 14 and 15, from a Letter of the Honourable the Court of Directors, dated 13 February, No. 4 of 1850.

Further proceedings respecting the claim of the firm of Hurry Bugtee on Govind Rao Guicowar.

14. WE had called your attention to the opinion of Lieutenant-colonel Outram, that the firm of Hurry Bugtee had substituted a false bond bearing interest for 9,001 rupees, in the room of a mere acknowledgment of a balance of debt, an act which, if committed, would amount to a forfeiture of our bhandarry; you now, after a reference to Captain French, report that no proofs exist in "support of Lieutenant-colonel Outram's suspicions." This is more than is borne out by the report of Captain French, who merely stated that he was "not aware of any grounds beyond those reported by Colonel Outram, for supposing, &c.," having previously stated that no further steps have been taken to "ascertain the true state of the case."

15. The grounds adduced by Lieutenant-colonel Outram were strong, and, in his opinion, conclusive; he distinctly stated in para. 4 of his report of 31st August 1848, that the soukar had "substituted for the receipt passed in 1830, a former bond for 9,001 rupees, dated 4th February 1820, not indorsed by the Resident, and produced it as having been confirmed by the Resident in this item." The case certainly was not brought very clearly before Government in Lieutenant-colonel Outram's letter; but we should have expected, that if his conclusion was not admitted, the insufficiency of his reasons would have been shown, or the subject referred to him for further explanation. We desire that the question be taken into the deliberate consideration of your Government, in order that in the event of Colonel Outram's opinion being found to be correct, you may annul our bhandarry.

No. 4156.

No. 2497 of 1850.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay, to Lieutenant-colonel *J. Outram*, C. B., Resident at Baroda.

Sir,

* *See* below.

WITH reference to the correspondence noted in the margin,* relative to the pecuniary claims of the firm of Hurry Bhugtee on Govind Row Gaekawar, I am directed by the Right honourable the Govenor in Council to transmit, for your information an extract, paras. 14 and 15, from a despatch from the Honourable the Court of Directors, dated the 13th February last, No. 4.

2. In forwarding this extract, I am desired to request that you will submit to Government the fullest explanation of the grounds on which in your report, dated the 31st August 1848, No. 209, you stated that you were induced to believe that a forged bond was substituted by the firm of Hurry Bhugtee for the sum of nine thousand rupees, in the place of the original bond for nine thousand and one rupees.

3. You are at the same time requested to state whether you have subsequently seen any reason to modify this opinion, and if not, whether you consider sufficient proof can be obtained to substantiate the supposed fraud.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle, 28 May 1850.

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* From the Acting Resident at Baroda, dated 1 June 1849, No. 143. Reply to, dated 23 July 1849, No. 3122. From the Acting Resident at Baroda, dated 30 July 1849, No. 208; Reply to, dated 8 October 1849, No. 4247.

Charges against Nursoo Punt.

EXTRACT, para. 16, from a Letter from the Honourable the Court of Directors, dated 13 February, No. 4 of 1850.

16. CAPTAIN FRENCH's statements in his letter of 1st June 1849, respecting the impression entertained at Baroda that the guaranteed persons enjoy an immunity from punishment, have been read by us with surprise and regret. We have in our letter of 14th March, No. 13, 1849 (para. 11), enjoined that your conduct be so shaped as to correct any such misapprehension; and our still more recent observations in para. 43 of our letter of 28th November, No. 35, 1849, on the case of Bulwunt Row Guicowar, will have shown to you that we consider the condition of good conduct, on which many of the bhandaries depend, not to have been enforced with sufficient strictness.

No. 2498 of 1850.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda. No. 4157.

Sir,

WITH reference to Captain French's letter dated 1st June last, No. 143, I am directed by the Right honourable the Governor in Council to transmit to you an extract, para. 16, from a despatch from the Honourable the Court of Directors, dated the 13th February last, No. 4, and to request that you will embrace every opportunity in your power for correcting any misapprehension which may exist at Baroda, that persons holding the British guarantee enjoy, in consequence, any immunity from punishment for nefarious or other disgraceful conduct; you are, at the same time, requested to impress upon all persons holding such guarantee, that its continuance is in each case entirely dependent upon their good conduct.

I have, &c.

Bombay Castle, 28 May 1850. (signed) *H. E. Goldsmid*,
Secretary to Government.

Extract Bombay Political Consultation, 8 January 1851.

No. 179 of 1850.—Political Department.

From Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay. No. 9.

Sir,

I HAVE the honour to submit, for the information of the Right honourable the Governor in Council, my reply to Mr. Secretary Goldsmid's letter, dated 28th May last, No. 2497, forwarding extract paragraphs, 14 and 15, from a despatch from the Honourable the Court of Directors, dated the 13th February last, No. 4, relative to the pecuniary claims of the firm of Hurry Bhugtee on Govind Row Guicowar, and calling upon me to submit to Government the fullest explanation of the grounds on which, in my report, dated 31st August 1848, I had stated that I was induced to believe that a forged bond was substituted by the firm of Hurry Bhugtee for the sum of 9,001 rupees, and at the same time requesting me to state whether I have subsequently seen any reason to modify that opinion, and if not, whether I consider sufficient proof can be obtained to substantiate the supposed fraud.

2. I beg leave, in the first place, to correct a misapprehension formed by the Honourable Board, that in my report I accuse the firm of Hurry Bhugtee of substituting a "forged" bond. The terms in which I alluded to the fraudulent attempt of the banker were, "the claimant wishes to make out, on the strength of former bond for 9,001 rupees, dated 4th February 1820 (not endorsed by the Resident), which the sowcar, having substituted for the receipt passed in 1830, now produces, as having been confirmed by the Resident in this item" (para. 4). True, I afterwards allude, in the 12th paragraph, to the "overcharge for the false

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false bond of 1820," but the term false is there applied to the document as not being a true voucher, as having previously been annulled, thereby implying fraud, but not forgery. The bond in question may have been regularly executed originally, but it is not the less a fraudulent act on the part of the banker bringing it forward after a lapse of 10 years, if in the interim the debt for which it was pledged had been redeemed: that is the offence of which I accuse the firm of Hurry Bhugtee, and if established it is quite sufficient, in my humble opinion, to warrant the utmost extent of punishment it is in the power of Government to inflict.

3. The facts and considerations which had induced me to believe that a cancelled bond had been surreptitiously introduced were stated in the despatch in which, on the 31st August 1848, I reported my belief thatsuch had been the case. When I penned that despatch I conceived that its contents were of a nature to leave no reasonable doubt of the guilt of the accused parties on the mind of any one; least of all did I fear that they would be held inconclusive by gentlemen who were accustomed to deal with native evidence, and particularly by the Honourable Board, which could not fail to be aware of the peculiar difficulties which for a long succession of years have opposed those who have laboured to expose the foul frauds, the wholesale bribery, the systematic falsehood, and cunningly-conducted intrigues which have procured for Baroda so unenviable a notoriety.

4. But I must plead guilty to an inability to express myself on all occasions so lucidly as I could wish. And never have I more deeply deplored obscurity of language, or mal-arrangement of arguments, than in reference to this case, conscious as I am that had I bestowed more care in the preparation of my report, dated 31st August 1848, I should have carried that full conviction to the mind of the Right honourable the Governor in Council of the guilt of the Hurry Bhugtee's firm which exists in my own.

5. While, however, I assume, as a matter beyond doubt, that the evidence I adduced was not tendered in a manner to carry conviction to the mind of the members of Government, I cannot but express my deep regret that in so heavy a charge as that of fraud having been brought against a firm enjoying the favour and protection of the British Government, I was not called on to amend my report, and supply such explanations as might have been found necessary to the thorough understanding of the case. For this there was ample time. I remained in Bombay nearly two months after despatching that report prior to my departure for Egppt. During the which period I was a frequent visitor at your office, and I was in constant communication with the members of Government. And as you, Sir, must well remember, I repeatedly declared that if there were the slightest doubts on the parts of Government as to the commission of the alleged frauds, or as regarded the misconduct of the native agent in reference to them, or the Gorajee Pole case, which formed the subject of my report dated 7th September 1848, I was ready to clear them up, to explain what was obscure, and supply what was deficient; nay, so anxious was I that truth should be reached and the claims of justice satisfied, that I was ready to delay my departure for Egypt, were such a step requisite for the due investigation of the case.

6. Such having been the case, and no explanations having been demanded of me, I was certainly astonished to find, on my return to India, that a transaction had been passed over in silence which was, to my mind, grossly and transparently fraudulent. But though both grieved and surprised that no notice had been taken of the grave crime which I had charged, and, as I thought, substantiated, against the firm of Hurry Bhugtee, my amazement was still greater when I ascertained that Government had not deemed it necessary to express its sense of the conduct of that firm in attempting to extort from a member of the Guicowar family, a ward of Government, nearly three lakhs of rupees more than of right belonged to them, and of this piece of rascality the decision of Government had virtually convicted the house in question.

7. The firm of Hurry Bhugtee has for 40 years enjoyed the protection (bhandary) of the British Government, and this protection it is expressly stipulated should only be continued to it during its good conduct. How far the serious embarrassments it has caused to Government, the odium it has been the

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means of bringing on the British name, and its constant efforts to thwart the exertions of the British representatives by corrupting the native servants of Government, are consistent with good behaviour, I do not here pause to inquire; I simply beg to draw recollection to the fact, that in the 10th paragraph of my report, I directed attention to certain instances of misconduct on the part of its managing goomashta, Baba Nafra, which, during a period of 10 years, my predecessors had frequently brought to the notice of Government, and which seemed to me sufficiently demonstrative of how unworthy the firm was of the continuance and support of Government. To these derelictions were now added the crime of having attempted an enormous fraud on a member of a princely family under our guardianship. And yet, on my return to Baroda, I had the humiliation to find, not only that the bhandree enjoyed by Hurry Bhugtee's house had not been revoked, but that the nefarious goomashta, whose misconduct had led to a Government interdiction against visiting the Residency, had been admitted into the personal favour of my *locum tenens.*

8. Nay, further; far from receiving any commendation from Government for the exertions I had made for vindicating their honour, which, as will be seen when I forward my report on "Khutput," is, I deeply regret to say, lightly esteemed at Baroda, I had the additional mortification of finding myself indirectly censured for having expressed a suspicion that Nursoo Luximon, the late native agent, was cognizant of the fraud attributed by me to Hurry Bhugtee.

9. Though not called for in your letter, the foregoing observations are neither irrelevant nor unnecessary. The proceedings of Government to which they refer have so strengthened the hands of the corrupt gang against whom I have had to contend, that it was proper I should recount them, as explanatory alike of the delay that has occurred in collecting the additional proofs called for, and of the fact that these are not more overwhelming than they are.

10. The evidence adduced by me in proof of the fraudulent substitution by Hurry Bhugtee of a cancelled or liquidated bond, bearing exorbitant interest, for the balance of a subsequent debt brought to account 10 years later, as submitted to Government on the 31st August 1848, may be thus briefly summarised: Two bonds were executed, with the cognizance of the Resident, in 1830, amounting in the aggregate to 32,002 rupees. In February 1833, Mr. Williams addressed a letter to Govind Row (in reply to a remonstrance by the latter at one-third of his stipend being stopped for payment of his debts), apprising him that his debt to Hurry Bhugtee was to that amount, with interest accruing from the date of those bonds. And this circumstance, I endeavoured to show, might of itself be regarded as conclusive that there was not any other debt owing to that firm, least of all a debt larger in amount than that involved in the said bonds, arising from a third bond for 9,001 rupees, executed 10 years previous. I pointed out that from the wording of the item of 9,000 rupees, forming part of one of the bonds of 1830, it was obviously a balance struck, on making up the accounts to that year, transferred to the new loan. And I showed, that had this item been intended to answer for the bond of 1820, for 9,001 rupees, the date from which it was due would have been specified in the body of the new bond, the more especially as the old bond was at a different rate of interest (12 per cent.) from that pledged in the new one (9 per cent.), in which it was now represented to be embraced; and this, I reasonably assume, is likewise a conclusive proof that the item of 9,000 rupees could not be an acknowledgment of the bond executed in 1820. I further pointed out that soucars made it an invariable practice never to conclude the figures of a bond with a cypher, although a mere balance of debt might be so exhibited; consequently, that the item of 9,000 rupees embodied in the bond of 1830, could not represent the bond for 9,001 rupees of 1820. I showed, moreover, that when Hurry Bhugtee applied at the Residency for payment in 1842 and 1845, the accounts then given in were less in amount by 81,000 rupees, than they would have been had the bond for 1820 been included, even admitting the higher rate of interest then claimed, than was borne on the bonds for 1830.

11. It was thus, I thought, rendered obvious that the bond bearing date 1820 had previously been liquidated, but which, with the usual improvidence of his class, had not been demanded by Govind Row. However that might be, the attempt

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attempt to impose that engagement as having been embraced in the bonds endorsed by the Resident in 1830, was, I deemed, an undoubted fraud; and the prevaricating replies of the gomashta, Baba Nafra, and of his supposed abettor, Nursoo Luximon (the then native agent), appended to my report, must, I think, confirm that judgment in the opinion of any one who carefully studies them.

12. Such is a mere outline of the case as reported in August 1848. I now proceed to detail the further evidence which has since been obtained, and which is such, I confidently think, as must clear up any doubts in the matter which might still remain on the minds of the Honourable Board; ere doing so, however, I beg to explain, in apology for the delay which has occurred in replying to Mr. Goldsmid's communication, that I purposely deferred further proceedings until relieved from the presence of the late native agent, having reason to believe that he would indirectly interpose every obstacle to the inquiry in his power, my former suspicion of his corrupt collusion with this firm having been converted into certainty by subsequent revelations. This I state advisedly, and without any apprehension of again incurring the displeasure of Government for questioning the honesty of that individual, being now in a position to prove the fact, which I shall do when the more important matters which now engage my time have been disposed of.

13. I had been deterred on the previous occasion from seeking any information from Govind Row Guicowar himself, owing to an impression, which I had unconsciously received from those interested in maligning the unfortunate man (who I never saw), that he is utterly imbecile. It had latterly come to my knowledge, however, that although decrepit in body, Govind Row is by no means deficient in sense; and accordingly I requested Mr. Jenkins, the magistrate at Ahmedabad, to examine him on the subject of the two bonds of 1830, provided he (Mr. Jenkins) found that he was really capable of comprehending the subject. That gentleman had interviews with Govind Row Guicowar on the 10th and 15th June, a translation of whose brief examination of him is annexed (No. 1). In forwarding which, Mr. Jenkins thus testifies to the mental state of that person: "I assure you that it is quite a mistake to suppose Govind Row Guicowar to be either mad or imbecile, although he may pretend to be so occasionally. I consider him, on the contrary, to be a shrewd and intelligent man enough."

No. 1.

14. Having little expectation that Govindrow would have any distinct recollection even of the more recent bonds of 1830, I confined my inquiry, in the first instance, to them alone; and all that passed between Mr. Jenkins and him at their first interview, were the following question and reply:

" *Q*. In October 1830 you passed two bonds for money borrowed from the firm of Hurry Bhugtee; in what way did you receive the amount?—*A*. Originally my late father, Futteysing Row, borrowed 9,000 rupees from Hurry Bhugtee, and having calculated its interest, I passed a bond of 19,001 rupees to Hurry Bhugtee, but in what year I do not recollect. The bond bears my signature. Afterwards I went to Surat, when my mother (Radhabaee) borrowed 13,001 rupees from Hurry Bhugtee, and passed a bond for it, which was not signed by me, but by my mother. I had the accounts by me, but they have been mislaid. The accounts of the firm of Hurry Bhugtee must be correct."

15. From this it would appear that Govind Row is under the impression that a former debt, incurred by his adoptive father, was made up with interest, and charged to him in the bond for 19,001 rupees, by which he must of course mean a balance of the former debt, for had no portion of the principal and interest of the asserted bond of 1820 been liquidated, the whole debt accruing therefrom at 1 per cent. per mensem (the terms of the bond) would have amounted in October 1830 to *Rs*.30,813. 5. 6. But it is evident from the after examination of Govind Row regarding that bond (in the course of which he somewhat contradicts himself on the subject of the signatures of the bonds executed in 1830), that he has a very confused idea of the transaction of 1820, and no wonder, for he was then a mere child; his adoption having taken place only 19 months previous. But he again alludes to the debt of 9,000 rupees, as having originally been incurred by his adoptive father (Baba Sahib), and probably it may have been so, as in the extract from the chopras (Appendix, No. 2), purporting to be for 1820, that sum is partly made up of former items; but the balance of cash represented as

No. 2.

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as having been paid when the account was made up, must have been received by his adoptive mother, the late Radhabaee, who is not likely to have allowed such a mere boy as her adopted son then was, to have any concern in pecuniary transactions.

16. A new and very carefully executed translation of the bond of 1820 is annexed (No. 3), an examination of which will show its illegality in form, and incompleteness in composition. The space where the name of the creditor should be inserted is left blank; and the document, instead of being signed in Govind Row's name, has merely two letters attached to it, which may perhaps have been intended to represent Govind Row's signature, in the manner assumed by the head of the Guicowar State alone. As, however, Radhabaee at that time asserted pretensions to the Gadee on behalf of Govind Row, it is very possible she may have so signed the bond on his account; but whenever the royal signature is thus attached to any document, the paper is always headed by certain words, in which this bond is deficient, and without which it could not be regarded as representing the sign manual of any one. This will be better understood after a perusal of the examination of one of the principal gomashtas of Hurry Bhugtee's firm, appended No. 4. No. 4.

17. This alone would, I believe, cause the document to be rejected in the British Adawlut, or any native court, even could the legality be admitted of any bond or written engagement entered into by Govind Row when under age, which undoubtedly he was at the time of the transaction, when he could not have been above 10 or 12 years old, his adoption having taken place only 19 months prior to the date of the bond; but the deed is otherwise, on its own showing, inadmissible. It is therein written, that "From the first payment of nemnook, I will liquidate the amount of this bond;" now, the permanent nemnook of Govind Row, as well as of Radhabaee, was finally fixed, and first regularly paid in 1826. It was then, and for four years afterwards, paid through the firm of Hurry Bhugtee, moreover, who had the power, and if the bond is genuine, also the right, to defray its own claim from the funds of the debtor which passed through its hands. If the firm, so unlikely to neglect its own interests, did not then avail itself of that power and right, it is an extraordinary instance of self-denial; so much so, that I certainly could not credit it; and at all events, it is so very improbable, that I myself should require something more than the mere assertion by the creditor to the fact, were his claim of a less doubtful complexion in other respects. It will be observed, on reference to No. 4, that the answers of one of the gomashtas of the firm in Baba Nafra's interests (who was questioned in the presence of several other gomashtas of the same house, which he represented on the occasion), are by no means such as to clear up any doubts on the above points.

18. The chopras of the firm for the last four years having been brought to the Residency in the course of investigation in another case, those for 1846, 1847, and 1848 were examined, for the purpose of tracing this account up to the time when it was presented to me in the latter year; but no other notice of any transaction with Govind Row was found, beyond a credit in his favour for two items which had been paid from the Residency. The chopras for 1820 were then called for, from which the extract No. 2 was taken, and those for 1830, in which items of money paid, amounting to 13,001 and 10,001 rupees are recorded; and in the kata (account) chopra of that year reference is made to a former debt of 9,000 rupees, which, if true, would tend to substantiate the sowkar's claim; but that item is not debited in any of the other chopras of this firm (in relation to other matters, which will hereafter be reported); that no reliance whatever is to be placed in them; for it is plain that the books of Hurry Bhugtee have been tampered with respecting other concerns, as they may have been in this. It will be found, moreover, from the examination of one of the gomashtas representing the firm (No. 5), taken in the presence of several others, that no satisfactory explanation has been afforded on the points adverted to in this paragraph. No. 5.

19. In conclusion, I beg to refer the Honourable Board to Appendix No. 6, being translation of replies which I obtained from the principal sowcars of Baroda, to queries put to them through the Durbar. From the answer to the first question it will be observed, that according to sowcaree custom, if the amount of an old deed for 9,001 rupees is entered into a new bond, the whole amount should be entered, No. 6.

Charges against Nursoo Punt.

entered, without the omission of the odd one rupee, as has been done in this instance, if the item of 9,000 rupees represents that bond. Secondly, as to the entering of an old engagement on executing a new bond, it is vaguely stated that "the amount of the old bond is entered in it, with interest up to the date of the new bond, but that if the interest of the old bond has been calculated, the principal alone is to be entered in the new bond;" it appears to stand to reason, therefore that, in the latter case, the date of the old bond would be specified in the new engagement. The sowcars have omitted to state this in their reply to the second question, but they do so in that to the third. Thirdly, they state that "if the rate of interest of the old and new bond be alike, it is not necessary to specify the rate of the former, unless it be otherwise;" which is conclusive against the claim under consideration, for the rate of interest on the bond of 1820 is at 12 per cent., whereas that on the bond of 1830 is at 9 per cent., at which separate rates the accounts were made up by the firm, which were handed up in 1848 with my former report; yet nothing is specified respecting a different rate of interest for the portion of the latter said to represent the deed of 1820. Fourthly, the sowcars admit that it is customary, in a bond for money advanced, to write the figure one in lieu of the last cypher; but they add, "if both parties have no doubt about it, an even sum can be entered on the bond," which may tell either for or against the item of 9,000 rupees, as it is impossible to know what both parties thought of the matter when the bond was executed. Although it is evident from Govind Row Guicowar's answers to Mr. Jenkins, that he is now under the impression that the bond for 19,001 rupees, executed in 1830, included whatever was due on any former debt, made up with interest.

I have, &c.
(signed) *J. Outram*,
Resident.

Baroda Residency, 30 July 1850.

No. 1.

TRANSLATION of *Govind Row Guicowar's* Deposition, taken before Mr. Jenkins, on 10 June 1850, at Ahmedabad.

Question. IN October 1830 you passed two bonds for money borrowed from the firm of Hurry Bhugtee. In what way did you receive the amount?—*Answer.* Originally my late father, Futtehsing Row, borrowed 9,000 rupees from Hurree Bhugtee, and having calculated its interest, &c., I passed a bond of 19,001 rupees to Hurree Bhugtee, but in what year I do not recollect. The bond bears my signature. Afterwards I went to Surat, when my mother borrowed 13,001 rupees from Hurree Bhugtee, and passed a bond for it, which was not signed by me, but by my mother. I had the accounts by me, but they have been mislaid. The accounts of the firm of Hurree Bhugtee must be correct.

Questions put by Mr. Jenkins to *Govind Row Guicowar*, on the 15th June 1850.

Q. What sum of money did you borrow from the firm of Hurree Bhugtee for your expenses?—*A.* About 30 years ago, 9,000 rupees babasye were borrowed from Hurree Bhugtee in the time of Baba Sahib. Afterwards I went to Surat. How much money my mother borrowed I do not know. Mr. Williams sent the accounts to me at Surat, and wrote to me that a settlement had been made to pay Hurree Bhugtee 33,000 rupees on account of the two bonds, viz., one of 13,000 rupees, and the other of 19,000 rupees; that 300 rupees monthly will be paid to Hurry Bhugtee from the 900 rupees allowed for my support; but I objected to this arrangement, and refused to sign the paper of settlement. I went to Surat in Sumvut 1877-78 (A.D. 1821-22), and the bond for 13,000 rupees above-mentioned bears my signature, but the one for 1,900* rupees was not signed by me.

* *S. O.*

Where is the bond for 9,000 rupees originally taken from Hurry Bhugtee?—Whether the Saheb has got it, or Hurry Bhugtee, I do not know.

Mr. Williams wrote you a letter at Surat about the settlement of the two bonds, viz., 13,000 rupees and 19,000 rupees, in which you were told that the bond for 9,000 rupees was cancelled; is this true?—I do not recollect.

(signed) *Govind Row Guicowar.*

(True translation.)

(signed) M. Battye, Assistant Resident.

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No. 2.

TRANSLATED Extract from the Chopra regarding Govindrow Futtehsing, copied 5 July 1850.

Dr.	*Rs.*	*a.*	*p.*	*Cr.*	*Rs.*	*a.*	*p.*
Memo. page 104, Sumvut 1876 (A.D. 1820).							
Bappoo Balla	-	-	-	Maha Vud 9th (February 8th) Mungul (Tuesday), paid to Gokulbhaee - - - -	2,000	-	-
				Maha Vud 14 (February 13th) ditto, ditto - - - -	2,000	-	-
				Rs.	4,000	-	-
Bappoo, *vide* page 123: To your debit, *vide* page 137 - -	7,000	-	-	Fagun Sood 1st (February 14th) paid Gella for Gokulbhaee -	1,000	-	-
				Fagund Sood 10th (February 23d) paid to Petambeer Chupra -	1,125	-	-
				Fagun Sood 11th (February 24th), viz. Paid Peetamber - *Rs.* 735 „ Vutow Khota - - 140	875	-	-
				Amount paid on jewels - -	4,000	-	-
				Seven thousand *Rs.*	7,000	-	-
Khata Vye (Ledger), page 69 -	-			Interest at 1 per cent:			
				Khirdar, page 137, Fagun Vud 5th (March 5th), one chittee; on which the amount has been paid to you: Ready cash - - *Rs.* 6,860 Interest munotee - - 140	7,000	-	-
				Deducted for one month previously, for Maha Vud 5th (February 4th). Paid to Bhaoo Harroo for Rowjee Gurroor, and debited to you as above, in page 123; Khurda, page 154, paid on Chytre Sood 6th (20th March), to Juggeevun Nurseegandee as follows; 1,960 (500, 235, and 1,225) rupees; interest and munotee 40 rupees - -	2,000	-	-
				In lieu of these sums a bond has been given for - *Rs.*	9,000	-	-

(True translation.)

(signed) *M. Battye*, Assistant Resident.

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No. 3.

TRANSLATION of a Bond written in the Name of Govindrow bin Futtehsingrow Guicowar, Debtor to Creditor.

Dated Friday, 5th Magh vud, Sumvut 1876 (corresponding with 4 February 1821).

THE reason of writing is, that I have received for my own use the sum of principal (9,001) rupees nine thousand and one; its interest and munotee for one month having been deducted and paid, henceforth interest at one per cent. per mensem shall be always (chal oo) paid.

This is signed ट श्री.

From the first payment of my nemnook I will liquidate the amount of this bond.

(More literally.)

When the first amount comes on account of my nemnook, I will pay from it on account of this bond.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

No. 4.

TRANSLATE of the Statement of *Echaram Vunarsee*, Goomashta of the Firm of Hurree Bhugtee; dated 29 July 1850.

Question. A BOND was passed by Govindrow Guicowar to Hurree Bhugtee for the sum of 9,001 rupees, dated 5th February 1820, and Futtehsingrow Guikwar adopted Govindrow on the 22d June 1818, the day after his death; he was then quite a child, and 19 months after the adoption the bond was written. It being contrary to the rules of the Shaster, and the world, to acknowledge the signature of a boy under the age of 16 years, how is it that you accepted his signature to the bond?—*Answer.* It is now 30 years since the bond was written; Sewlal Paruk was then mooneem of the firm; I was not then in the Baroda firm, and only came to it in the year 1903 (A. D. 1847); how, therefore, can I know anything about it. Until a boy has attained the age of 16, his signature is not recognised on any official document.

In the bond of 1820, for 9,001 rupees, it is written that the amount shall be made good from the first payment of nemnook, and in the year 1826 the first payment was made to Govindrow through your firm; how was it then that, according to the bond, you did not recover the amount?—Sewlal Paruk and Gokulbhoy were at that time in charge of the firm. They are since dead; and I know not whether they ever asked Govindrow Guikowar for the money or not, or what reply they got from him.

If you do not know, who does?—Dulputram is an old servant, and may know.

On the 6th July 1848, a yad came from your firm of claims against Govindrow, but on examining the original bond produced, it does not appear to be signed by Govindrow; moreover, he was then under age; what grounds have you, therefore, for establishing a claim against him?—The original bond I have produced, but I can't say why it was not signed by Govindrow, or by the person who penned it.

Would any sowkar acknowledge a bond neither signed or endorsed by the writer?—Govindrow's name is not attached to the end of the bond, neither is the document indorsed by the writer, but the two letters (ट श्री) are written.

There are two letters (ट श्री) at the foot of the bond, but the words "gujamund," or "shumsher," &c., which it is customary to write at the head of such documents, do not appear on the bond in question; without such marks would any bond, merely bearing the two letters (ट श्री), be recognised?—These marks are merely a private custom of Govindrow's; why they were not made, the person then in charge of the firm must know.

On looking at the bond of 1820, it seems that the name of the person from whom the money was obtained is not written; is it customary to write a bond in that way, and would such a document be acknowledged?—Why the name of the money-lender was not specified the wywutdar knows; but it certainly is customary to pass bonds of that description.

You are a goomashta of the well-known firm of Hurree Bhugtee; in your firm is it customary to write such bonds?—In other firms such is the custom; but I can't say whether it is so with our firm without making inquiry, when I will inform you.

STATEMENT of *Dulputram Keshoolal*, Goomashta of Hurree Bhugtee; 29 July 1850.

Question. REGARDING the bond which Govindrow Guicowar passed to Hurree Bhugtee in 1820, for 9,001 rupees; I have just taken the deposition of Goomashta Echaram, in which he says you are acquainted with the circumstances of the case; state what you know on the subject, and how many years you have served the firm?—*Answer.* I have served the firm from the time of my father; but Sewlall Paruk and Vunarshee Paruk had the management of the firm, and I was serving under them as goomashta, and did as they told me; therefore, with regard to the bond in question, I know nothing.

(True translations.)

(signed) *M. Battye*, Assistant Resident.

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No. 5.

TRANSLATE of the Statement of *Damodhur Echaram*, Mooneem of the firm of Samul Bhugtee, before the Resident, on 15 July 1850.

Question. POINT out in your chopras of the years of 1902, 1903, and 1904 (A. D. 1846, 1847, 1848), the balance standing against Govindrow Guikwar on account of the bond for 9,000 rupees, which was given in the year 1876 (A. D. 1820), on which you claim, on account of interest up to 1904 (A. D. 1848), *Rs.* 1,91,863. 3. 9?*—*Answer.* It is not entered in the chopras, because the interest account had not been examined by both parties.

In your chopras 1903 (A. D. 1847), an account is open with Govindrow Guikwar,† but the balance due by him is not specified, though the amount received on his account is credited; does the amount now rendered include the sum you have received in his favour?—Yes, the sum has been carried to his credit in the account submitted.

You state that it is not customary to strike a balance in your chopras until the interest account has been made out and examined by both parties, but how is it that the principal is not debited?—For the same reason, the principal does not appear in the chopra.

Supposing that the interest account be not made out, is it not customary in all Guikwar transactions to enter in the chopras the amount of principal?—When a grand total is made up of the accounts of the firm, then it is customary to strike a balance of such items, but they are not annually calculated.

Since the year 1820 up to 1850, for how many years have you made up the grand total calculation of the accounts of the firm?—The accounts have been made up to the year 1843.

In the accounts which you say have been made up to 1843, have you not struck the balance of the principal (viz. 9,000) against Govindrow Guikwar?—I cannot reply to this question to-day.

When will you give a reply?—I will to-morrow examine the chopras, and answer you; I cannot do so without.

How is it that the accounts which you have produced do not appear in your chopras?—The accounts were calculated with interest from the bonds given in direct, without being entered in the chopras.

By whose order did you make out the accounts in this manner without entering them in the chopras?—The accounts were given as ordered by our mooneem, Baba Nafra.

Is it customary with sowcars to submit accounts to the sirkar without entering them in their chopras?—Before the accounts are examined, if required by the sirkar, it is customary to send them direct, as has been done in this case.

On the 30th July 1850, before the Resident.

Q. You said the other day, when questioned about the balance struck in 1843, that you would hereafter reply; now state how it is?—*A.* A balance of the principal due was struck in the accounts of 1820 up to 1841, and the amount received on account of nemnook in 1842 was deducted, and the balance again struck in 1843; the sums afterwards received were credited in the yearly chopras, but no balance was afterwards struck.

Is it not customary for sowcars, at each dewalee, to make up their accounts, and is not any balance remaining on their chopras at one dewallee carried to the new chopra with interest, supposing that during the year no other transactions take place?—If the account is made up, it is certainly customary to carry on the balance with interest, but with those accounts which are not compared, in many places it is customary to include such items in a kucha balance; and again, in many places, such is not permitted; this is their sowcar custom.

(True translation.)

30 July 1850. (signed) *M. Battye*, Assistant Resident.

No. 6.

Question. WHEN any one accepts a khut (bond) in which one or more rupees are specified above an even sum (such, for instance, as 9,001 rupees), and afterwards having occasion to enter into a new engagement, including the previous khut, is it customary to enter the old bond as an item of arrears, and as an even sum (9,000 rupees)?—*Answer.* If a new bond is made it is customary to enter the amount of the old bond in it; but if the odd rupee has not been paid, still the full amount should be entered.

2. If a sum of money is lent to a person who is already in a sowkar's debt, by whom a new bond is executed, including the sum then advanced, as well as the balance of the previous debt, is the former balance calculated with interest up to the date of the new bond, and the whole principal and interest included, or is merely the principal of the old debt included, and its interest left to be calculated separately?—In executing a new bond, the amount of the

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* The account, No. 1, which accompanied my report, dated 31 August 1848, forming portion of the claim of 3,03,130 rupees then advanced.

† Showing merely the amount of items paid from the Residency.

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the old bond is entered in it with interest, calculating up to the date of the new bond. If the interest of the old bond has not been calculated, the principal alone is to be entered in the new bond. The person to whom money is due can calculate the interest of the old and new bonds, either separately or together, as he likes; such is the custom.

3. In executing a new bond, including the amount due on a previous bond, unless the old bond were annulled by the new engagement, would it not be necessary to specify the date of the old bond, and the rate of the interest payable on it, and if the old bond were annulled would not the entire amount due upon it be made up to the date of the new bond, and included in it, unless something was specified to the contrary?—If it is necessary to insert in the new bond the amount of the old bond, the date of it may be inserted in the new bond, if the accounts have not been made up. If the rate of interest of the old and new bond be alike, it is not necessary to specify the rate of the former unless it be otherwise. Such is the practice. But if the rate of interest of the old bond be different from the new, and the accounts of both are to be made up separately, it is necessary to make an entry in the new bond, showing that there is a bond for such an amount. If the amount of the old bond, with interest, be not entered in the new bond, or if the old bond itself is not specified in the new one, still the old bond cannot be annulled. If any payment is made, the amount is carried to the credit of the old bond, unless something is specified to the contrary. If any sums have been advanced after the old bond had been executed, the same are entered in the new bond.

4. Is it sowcarry custom ever to execute a bond for an even sum; is not an odd figure always substituted for the last 0, or an odd sum for the last two or more 0's; thus a 1,000 rupees bond would not be executed, but a bond for 1,001, or any other odd sum, would be executed?—In writing out a bond for money advanced, the figure 1 is placed in lieu of the last cypher; but if both parties have no doubt about it, an even sum can be entered by them in the bond.

(signed) By *Gopalrow Myral*,
and 10 other Bankers.

(True translation.)
(signed) M. Battye, Assistant Resident.

No. 10.

MINUTE by the Right Honourable the Governor.

COLONEL OUTRAM'S explanation in his second para. is so far correct, that his accusation was not that a claim was made on a forged bond, but that a false charge was made on the bond for 9,001 rupees. It is expressly stated in Mr. Reid's Minute, para. 13, that there have been no forgeries; the term "forged bond" has therefore been improperly used in our resolution on paras. 8 to 16 of the Honourable Court's despatch of the 14th March 1849, No. 13, and in the letters to the Resident at Baroda.

2. The actual accusation made by Colonel Outram in the 4th para. of his letter of the 31st August 1848 was, that the firm, to justify their claim for heavy interest on the sum of 9,000 rupees inserted in the document signed by Mr. Williams on the 29th October 1830, produced a bond for 9,001 rupees, dated 4th February 1820, which Colonel Outram, for the reasons adduced in his 4th para., stated could not have reference to the item of 9,000 rupees above alluded to, as entered in the document signed by Mr. Williams.

3. On the whole transaction I was much disposed to adopt Colonel Outram's recommendation to cancel the guarantee, but my honourable colleagues, Messrs. Reid and Willoughby, did not consider this measure advisable, and to their opinion I deferred.

4. The Honourable Court, however, in the 9th para. of their letter of the 14th March, informed us that, if it could be proved that the firm had substituted a false bond (bearing interest) for 9,001 rupees instead of a mere acknowledgment of a balance of debt, such an act would amount to a forfeiture of the Bhundaree.

5. Captain French having reported, on the 30th July 1849, that he was not aware that there were any grounds for the suspicion beyond those already reported by Colonel Outram, we forwarded his letter to the Honourable Court, who, in para. 14 and 15 of their letter of the 13th February last, direct us to take the matter into our serious consideration, "in order that, in the event of Colonel Outram's opinion being found to be correct," the Bhandaree may be annulled.

6. Colonel Outram, in para. 10 *et seq.* of his letter of the 30th July, now states the case against the banker.

7. The

Charges against Nursoo Punt.

7. The charge is, that Hurree Bhuktee substituted and cancelled a liquidated bond, bearing exorbitant interest, in the place of an acknowledgment of the balance of a subsequent debt brought to account 10 years later.

8. He first shows that the whole of the debt due by Govindrao to Hurree Bhuktee in October 1800, which had been recognised by the Resident, amounted to the sum of 32,002 rupees, which was included in the two papers, one signed by the Assistant Resident, the other by the Resident, in which were included separate sums, one of an item due to Morleedhurdas, which was paid by Hurree

Buktee - - - - - - - - - - - -	*Rs.* 13,001
A new debt of - - - - - - - - - - -	10,001
" Arrears due to you as per my bond now in your possession" -	9,000
	Rs. 32,002

this latter being the item, the transaction relative to which we are now considering.

9. It appears to me, that the sum of 9,000 rupees entered in the bond signed by Mr. Williams, whether it was intended to represent the sum of 9,001 rupees, the amount of the former bond, or whether it was the balance of a debt struck up to the day in which it was entered in the new bond, must have been intended by the Resident to represent the sum due on that day to Hurree Bhuktee.

10. I cannot, from Colonel Outram's report, decide satisfactorily to myself whether it represented the sum of 9,000 rupees mentioned in the former bond, or whether it was a balance of another debt. It does not appear impossible that it may have been the former, thus entered as the only chance of securing repayment, the odd rupee being omitted, that the new debt of 10,001 rupees might be correctly entered, and still that the total amount might contain the odd sum of one rupee, stated by Colonel Outram to be the custom in banking transactions.

11. But whatever sum it represented, it seems to me that the claim of the banker to repayment on the terms of the old bond for 9,001 rupees was fraudulent, and I am of opinion, that as the firm is bound by the acts of its managing gomashta, the guarantee might, under the despatch of the Honourable Court, be annulled, but as we have lately had reason very much to suspect the criminality of Baba Nafra, the gomashta, although the official documents containing the accounts of the examination into his supposed delinquency have not yet reached Government, it may be a question how far we should hold the firm, its present head being a minor, bound by his acts. On this point, I should be glad of the opinion of my colleagues.

With reference to the 5th and 6th paras. of Colonel Outram's letter, I would observe, that our minutes on Colonel Outram's letter date between the 20th November and 9th December. As Colonel Outram left about the end of October, or beginning of November, it is obvious that no communication could have been made to him on the subject during his stay in Bombay.

(signed) *Falkland.*

11 November 1850.

No. 11.

MINUTE by the Honourable Mr. *Willoughby.*

I THINK the final decision on the question of this guarantee had better be postponed until the Resident's expected report regarding the misconduct of Baba Nafra is before us. He is an unprincipled man, and although, strictly speaking, the firm is answerable for the deeds of its managing agent, the head of the firm is an infant.

(signed) *J. P. Willoughby.*

16 November 1850.

Charges against Nursoo Punt.

No. 12.

MINUTE by the Honourable Mr. *Blane.*

1. I AM unable from Colonel Outram's recital of the case, which the Honourable Court remark in para. 15 of their despatch of 13th February last, certainly was not brought very clearly before Government, to comprehend distinctly in what the fraud is alleged to consist.

2. Colonel Outram, in his letter of 31st August 1848, commences by stating that he had received a yad addressed to him " by Purshotum Bechur, of the firm of Hurree Bhugtee, dated 5th instant, preferring claims on Govind Rao Gaekwar for sums advanced on the bonds as follows" :

" One dated 27th October 1830, for 19,001 rupees, at 9 per cent. compound interest, endorsed by Mr. Williams (said to include the liabilities of a previous bond, dated 4th February 1820, at 12 per cent. compound interest). The other, dated 21st October 1830, for 13,001 rupees, at 9 per cent. simple interest, to which is attached your signature as Assistant Resident. On which bonds *Rs.* 3,03,130. 9. 9 are now claimed as accumulated principal and interest up to the 31st ultimo."

3. The doubts and suspicions which Colonel Outram then proceeds to discuss are those occurring to himself, without apparently having heard what account of the matter the interested party, Govind Rao, had to give. This individual, who is now certified by the acting collector of Ahmedabad, Mr. Jenkins, " to be a shrewd and intelligent man enough," represents " originally my late father, Futteh Sing Rao, borrowed 9,000 rupees from Hurree Bhugtee, and having calculated its interest, &c., I passed a bond for 19,001 rupees to Hurree Bhugtee," &c.

Col. O. para. 13, 30 July 1850.

Enclosure No. 1 to the above.

4. Instead, therefore, of endeavouring to follow Colonel Outram's train of reasoning, I will offer a few remarks on the case in the light in which I am disposed to view it.

5. The yad presented to Colonel Outram was as follows :

" Translation of a yad from Purshotum Bechur, of the firm of Hurree Bhugtee, to the address of the Resident, dated 6 Shrawun Sood, St. 1904, (5th August 1848).

" I have had the honour to receive a yad from the Resident, under date 29th July 1848, (No. 181), in reply to my communication of the 13th Ashadvud 1904 (28th July 1848), calling for the accounts of Govind Row Futteh Sing's, and have now the honour to forward the under-mentioned documents up to 15th Ashadvud 1904 (30th July 1848).

" One bond for 19,001 rupees, bearing the signature of the Resident, Mr. Williams.

" In Govind Row Futteh Sing's bond for the sum of 19,001 rupees, he acknowledges to be in my debt 9,000 rupees, on account of arrears, with interest at 12 per cent. as stated in his bond ; therefore, a separate account of interest at the above-mentioned rate is herewith forwarded.

" The sum of 10,001 rupees has been paid into the Residency Treasury, the interest of which has been settled in the bond for 19,001 rupees, at 9 per cent.

" Another bond for 13,001 rupees bears the Resident's signature, which amount has been paid into the treasury, and the rate of interest settled at 9 per cent; therefore the account, with interest of this amount, and the 10,001, above alluded to, being a total of 23,000 rupees, at 9 per cent., is herewith forwarded."

" The accounts above alluded to are herewith enclosed for your information, and I have to request the favour of your ordering the money to be paid to me as heretofore."

6. Of this document, the wording will be seen to be very indefinite. A bond for 19,001 rupees is first alluded to, but in the statement accompanying the yad, this sum is broken up into one for 9,000 rupees, on which interest is calculated at 12 per cent., and another of 10,001 rupees, which is added to the amount of a second bond, making a sum of 23,001 rupees, calculated at 9 per cent., the aggregate of the whole thus calculated being *Rs.* 303,130. 9. 9.

7. The

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7. The original bond, or rather perhaps to be designated a receipt, for 9,001 rupees, is as follows:

"Translation of a copy of a bond, passed by Govind Row Futteh Sing Gaekwar, to (name not specified), dated 5 Magh Vud 1876 (A.D. 4 February 1820).

"I have received from you the sum of 9,001 rupees for my expenditure, one month's interest and munotee for which has been paid to you in advance, and afterwards interest at 12 per cent. shall be paid. This is signed by me.

"This amount shall be liquidated from the first payment of my nemnook."

8. The second bond or receipt is as follows:

"Translation of a copy of a bond, passed by Govind Rao Guicowar to Hurree Bhugtee Paruk, 14th Kartik Sood 1887 (30 October 1830).

"The following is an account of the money which I have received from you:

	Rs.
"Arrears due to you, as per my bond now in your possession - -	9,000
"Amount received on the 14th Kartik Sood (30 October), for which I have agreed to pay 9 per cent. interest, without remission, the account of interest to be made up annually - - - - - - -	10,001

"The above sum of 19,001 rupees, which I have received from you, shall be liquidated directly my affairs are settled.

"This bond has been written by order of Radhabaee.

"Written by Rowjee Narrain Shastree,

(signed) "*James Williams*, Resident."

"29 October 1830."

9. Regarding the third bond for 13,001 rupees, there appears to be no dispute, but I enter it for facility of reference.

"Translation of a bond passed by Govind Row Guikwar to Hurree Bhugtee Paruk, dated 5th Kartik Sood 1887 (22 October 1830).

"The following is a statement of the money which I have drawn from you, and placed in your hands, to pay off money borrowed from sowkars Moorlee Durdass, amounting to 13,001 rupees, for which you must obtain this receipt:

	Rs.	*a.*	*p.*
"According to my bond, dated 1st Poush Vud 1884 (3 January 1828) - - - - - - - - - - - - -	6,511	2	–
"Agreeably to my bond, dated 5th Magh Wud 1884 (6 February 1828) - - - - - - - - - - - -	4,101	–	–

"And also on account of another bond (amount not specified).

"The above sum of 13,001 rupees I agree to pay with interest at 9 per cent., when my affairs are settled.

"This bond was written, by order of Radhabaee, by her karkoon, Narron Shastree.

"Radhabaee's carcoon, having come to the Residency, has given this note to Hurree Bhugtee, with the Resident's consent, this 21st day of December, A.D. 1830."

(signed) *A. Malet.*
Assistant Resident.

10. From the wording of the second bond or receipt, the most obvious inference would be, that the balance of the original debt had been settled at 9,000 rupees, and this is in accordance with Govind Rao's assertion. Since, however, the item of 9,000 rupees is entered separately, and the new loan only, and not the aggregate, specified to bear interest at 9 per cent., the document would bear the interpretation of the old debt being continued on its own terms, if to be deduced solely from the wording of it.

11. But it comes now to notice two subsequent yads given in by the firm.

12. The first is as follows:

"Translation of a memorandum by Hurree Bhugtee of the amount due to him by Govind Rao Guikwar, up to the 10th Falgoon Shood (22 March), year Sumvut 1898 (1841-42).

"As

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	Rs.	a.	p.
" As per bonds for principal, bearing the Sahib's signature - - - - - - -	32,002	-	-
" Interest at 9 per cent. per annum on the above sum, according to agreement, as per separate statement - - - - - - -	95,693	14	-
Total Rs.	1,27,695	14	-

" Orders must be given for the liquidation of this amount.

" Received at the Residency on the 28th March 1842."

13. The second is as follows :

" Translation of a yad from the firm of Hurree Bhugtee, dated 7th Ashad Sood 1901 (11 July 1845).

" The following is a detailed statement of money due by Govind Row Futteh Sing to our firm, for which the British Government are security, amounting to principal - - - - - - - - - - Rs. 32,002 - -

" On account of a khut, dated 5 Kartik Sood 1887 (22 October 1830) bearing the signature of the Resident - - -	13,001 - -	
" As per khut, dated 14 Kartik Sood 1887 (30 October 1830) bearing the Resident's signature - - - - - -	19,001 - -	
Total Rs. - - - - - -		32,002 - -
"Interest on this sum up to 2d Kartik Sood 1898 (27 Oct. 1841)		91,693 - -
Total Rs. - -		1,23,695 14 -

" To this effect I informed the Resident, upon which he communicated with the Bombay Government, and on receipt of their reply, I was told that orders had been received for the payment of my claim, principal and interest, and that the balance of Govind Row Gaekwar's money would be paid to me on account, and that in future whatever balance remained after paying Govind Row, would be made over to me. I have received payment accordingly, as per separate statement."

14. In both of these yads the two sums of 13,001 and 19,001 rupees are entered entire, and distinctly indicated to constitue the whole claim.

15. The explanation now given by " Baba Nafra" of these " yads" is as follows, extracted from a translation of questions put to him by the Resident, forming an accompaniment to Colonel Outram's letter of 31st August, 1848.

" The former yads given by me for 9 per cent., was at the request of the karbharee, after consulting on the subject and speaking to the shet, but there was no agreement written to receive the interest at that rate, neither was it written that we would not receive interest according to the terms of the bond; the yads were drawn out in the hope that our claim would be adjusted at once, and I am now willing to receive payment at the rate mentioned in these yads."

16. This explanation can, however, I think, be regared only as an evasion. The yads may have been drawn up under some understanding as to the date to which the interest was to be charged, but the sums being shown entire, clearly establishes that the item of 9,000 rupees was a balance, and not a principal liable to interest from a former date. That its being so treated, in the accompaniment to the yad of 1848, was an attempt at fraud, is therefore to my mind a conclusion which cannot be avoided.

17. The notice to be taken of this attempt at fraud, if to be so considered, may, I think, be left for decision until the inquiry into the conduct of " Baba Nafra," now in progress, shall have been completed and reported to Government.

18. I cannot

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18. I cannot but view the tone of Colonel Outram's remarks as most disrespectful to Government; but as they relate to proceedings anterior to my becoming a member of the Board, it would perhaps be out of place for me to attach more weight to this point than the then members may deem it to deserve.

25 November 1850. (signed) *D. A. Blane.*

No. 13.

MINUTE by the Honourable the Governor, concurred in by the Board.

I HAVE no objection to defer our decision on this case until the receipt of a report from the Resident on "Baba Nafra," the Gomashta of Hurree Bhugtee's firm.

10 December 1850.

(signed) *Falkland.*
W. Cotton.
J. P. Willoughby.
D. A. Bane.

No. 14.

No. 2 of 1851.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, 179, dated the 3d July last, with enclosures reporting on the substitution of a forged bond, by the firm of Hurree Bhugtee, in support of their claims against Govind Rao Gaekwar, and to inform you that the decision of Government in this case will be deferred pending the receipt of your report regarding the misconduct of Baba Nafra, the gomashta of that firm.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
2 January 1851.

(True extract.)
(signed) A. Malet, Chief Secetary.

Extract Bombay Political Consultation, May 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Bell* and the Honourable Mr. *Warden*.

1. IT was resolved in December 1850 that we should abstain, until after the disposal of the charge then under consideration against Baba Nafra (Gomasta of the banking firm of Hurree Bhugtee), in the case of Joetabhaee Setanee, from passing any final decision on the charge made by Lieutenant-colonel Outram against that firm, of having, with the object of defrauding Govind Rao Gaekwar, substituted a cancelled or liquidated bond, bearing exorbitant interest, in the place of an acknowledgment of the balance of a subsequent debt brought to account 10 years later.

2. The above proceedings having been reported to the Honourable the Court of Directors, that authority in reply, in a despatch dated the 2d January last, observed as follows:—

"On the receipt of our letter, dated 15th February 1850, previous to which you had entirely passed over the grave accusations brought by Lieutenant-colonel Outram, against the firm of Hurree Bhugtee, you called on that officer for a further report, which, bearing date 30th July 1850, is now transmitted to us. After a careful perusal of that document, and of the minutes of the members of your Government thereupon, we cannot entertain any doubt that the charge brought by Lieutenant-colonel Outram is well-grounded. The firm had put forward a bond for 9,001 rupees, dated in 1820, as still in force, and have claimed interest from that date, although in truth the whole of the claims on

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on that bond, for interest and principal, were adjusted in 1832, and a balance struck, which balance, amounting to 9,000 rupees, was acknowledged in a bond executed at that time. The claim itself was disallowed by your Government in 1848, and the only question is, whether the transaction was fraudulent, and would justify the withdrawing of your bhandary from the firm. We are satisfied that it was fraudulent, and although the present head of the firm is an infant, and the fraud was committed by Baba Nafra, the managing agent (or rather, we believe, managing partner), the firm may be made answerable for all acts done by it as a firm.

"You have deferred coming to any resolution until you shall have received reports from Lieutenant-colonel Outram on some other misconduct ascribed to Baba Nafra. We also shall wait for these reports before issuing any orders on the subject now before us."

3. Baba Nafra, since the above proceedings were reported to the Honourable Court, has been found guilty by a punchayet appointed by his Highness the Gaekwar, of part of the charges above alluded to, and has in consequence been sentenced by his Highness to be imprisoned for the period of seven years.

4. In addition to the misdeeds of this person, which I have now alluded to, I find that on the 20th July 1827, Mr. J. P. Willoughby, Acting Resident at Baroda, stated that sums of money in aid of intrigues at Bombay had been forwarded by the Gaekwar through Hurree Bhugtee's house.

5. In 1837, in a letter, dated 20th November, Mr. A. Malet, then in charge at Baroda, reported that bribes had been given by the firm to persons connected with the residency; and on the 15th December he brought to notice the ill-conduct of Baba Nafra, the gomashta of the firm, with reference to the pagah of Soobhaeejee Pol, Mr. Sutherland on the 31st May 1839 corroborated this report.

6. In 1841 Sir J. Carnac interdicted Baba Nafra from all intercourse with the residency, and he is stated to be one of those evil-disposed persons who should not be employed by the Gaekwar in any matter concerning the British Government or the guarantee.

7. We have already decided that this person, Baba Nafra, or, more correctly, Wamun Rao Venkutesh, is not a participator in the guarantee enjoyed by the firm of Hurree Bhugtee; it is now for consideration whether the firm itself is answerable for the misdeeds alluded to.

8. The matters noticed in the 3d to 5th paras. of this minute occurred when, although Baba Nafra was the goomashta of the firm, the head of it was of mature age, and of course responsible; and during his life-time his retention in his service of this person, and at his death, his vesting him with such power, clearly, in my opinion, makes the firm responsible for his acts, and would no doubt justify the withdrawal of our guarantee.

9. The only argument against this is the injury that such a course would inflict on the widow and the minor, who is now the head of the house, and on this account I am disposed to refer the matter for the disposal of the Home Government.

(signed) *Falkland.*
A. Bell.
J. Warden.

22 March 1852.

(True extract.)

(signed) H. E. Goldsmid,
Secretary to Government.

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Political Department, 31 January (No. 5) 1849.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

IN continuation of our despatch dated the 7th August, No. 120, of 1848, and as connected with that dated the 16th December, No. 176, of 1848, we beg to submit copy of a letter from Lieutenant-colonel Outram, C. B., Resident at Baroda, dated the 7th September last, reporting the result of his inquiries into the affairs of Gorajee Pol, a pagadar of the Baroda state, who holds the guarantee of the British Government, and on the pecuniary claims advanced against that individual by Paruk Jugjeewun Kandas.

2. For our sentiments upon the several points embraced in the above report, we beg to refer to a Minute recorded on the 28th ultimo, by our Right honourable President, which has been concurred in by his Excellency the Commander-in-chief, and by the Honourable Mr. Reid, and to one dated the 30th ultimo, by the Honourable Mr. Willoughby, concurred in by the Board.

3. In submitting this report, Lieutenant-colonel Outram complained that Nursoo Luximon, commonly called Nursoo Punt, the native agent to the Resident at Baroda, had not assisted him as he ought to have done in the investigation of this case, but that he felt unable to state whether this had proceeded from apathy and most blamable carelessness, or from culpable collusion with Paruk Jugjeewan Kandas, in the frauds which the latter has been carrying on in connexion with Gorajee Pol's affairs.

4. After the most careful consideration of the proceedings forwarded by Lieutenant-colonel Outram, we have been unable to discover that any grounds exist for either of the above imputations. On the contrary, we see no reason for imputing the smallest culpability to Nursoo Luximon in the instances mentioned by Lieutenant-colonel Outram, nor for suspecting that his conduct has been other than that of a faithful servant of Government.

5. Lieutenant-colonel Outram further stated in the above report, that in consequence of his considering that he had grounds for mistrusting the impartiality and integrity of Nursoo Luximon in his (Lieutenant-colonel Outram's) investigation into the affairs of Gorajee Pol, he had obtained aid in this investigation from an individual named Venak Moreshwur Furkey, who was, on the 20th March 1844, decided by Government to be "a very unfit person to be employed in any political capacity, and more especially so in the important situation of native agent at Baroda." We therefore disapproved of Colonel Outram's conduct on this occasion.

6. Being satisfied of the innocence of Nursoo Luximon in the instances of misconduct imputed to him by Lieutenant-colonel Outram in connexion with the affairs of Gorajee Pol, and also in those of Govind Rao Gaekwar,* we deemed proper to give him the option of withdrawing his resignation of his appointment as native agent at Baroda, should he be desirous of continuing in that situation. Nursoo Luximon having, in reply to this intimation, stated that he was no longer desirous of retiring from the service of Government, we have permitted him to remain in his appointment.

We have, &c.
(signed) *Falkland.*
Willoughby Cotton.
L. R. Reid.
J. P. Willoughby.

Bombay Castle, 31 January 1849.

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* *Vide* our despatch dated 16 December, No. 176, of 1848, submitting a report on this case.

Charges against Nursoo Punt.

Extract Political Letter from Bombay, dated 30 August (No. 84) 1849.

Para. 5. In continuation of our despatch, dated the 31st January, No. 5, of 1849, we beg to forward copy of a letter from Captain French, dated the 28th ultimo, submitting translation of a communication addressed to him on the 26th of the same month, by his Highness the Gaekwar, expressing his willingness to receive in perpetuity the nemnook villages of Soobanjee Pol, and to pay annually into the Baroda treasury for the Pol, in the currency of the country, and free of deduction on account of Poldaree, the full amount of the nemnook, viz., *Rs.* 7,193. 12.

6. For our sentiments upon this subject, we beg to refer to a minute, which, at the request of our Right honourable President, was recorded by the Honourable Mr. Willoughby on the 17th instant, which has been concurred in by the Board.

Extract Political Letter to Bombay, dated 28 November (No. 35) 1849.

Answer to Political Letter, dated 31 January (No. 5) 1849, paras. 1, 2 and 5, 6 of 30 August (No. 84) 1849.

Result of the inquiries by Lieut.-colonel Outram, Resident at Baroda, into the affairs of Gorajee Pol, a guaranteed pagadar, and the pecuniary claims advanced against him by Paruk Jujjeroun Kandas.

12. The paruk having received an assignment of Gorajee Pol's villages, is bound to account for the full amount of revenue collected. The patells of the villages having, by a contract with Gorajee Pol for seven years, made themselves responsible for the revenue to the amount of 5,700 rupees annually, and undertaken to give nisha security annually, and that contract having been made over to the paruk, any subsequent arrangement between him and the patells, made without the sanction of the Resident, or any omission by the paruk to take the nisha security to which he was entitled, cannot release the paruk from his obligation to Gorajee Pol, to whom he remains liable for the full amount of 5,700 rupees. On the other hand, 5,412 rupees annually is all that the paruk was required by his engagement actually to pay to Gorajee Pol; for the difference, therefore, he remains liable, though he may set it off against the advances unauthorised by the Resident, which he professes to have made to the Pol, each being at liberty to seek a judicial decision on the question from which side a balance is due.

13. The paruk has a further claim for all payments which he can prove that he made on account of arrears due to Gorajee Pol's pagah. This claim can be satisfied from the instalments in deposit of the Pol's allowance of 1,000 rupees per annum from the Guicowar.

14. Thus far our decision is in accordance with your proceedings. But we observe that Lieutenant-colonel Outram has set aside, without the paruk's consent, the contract under which he held the villages. This act was grounded by Lieutenant-colonel Outram on what he regarded as "gross mismanagement on the part of the paruk." As you do not seem to agree in this opinion, we scarcely think you were justified in sanctioning the measure founded on it.

15. We presume, however, that the proceeding is irrecoverable, as you have since acceded to a request of the Guicowar to be allowed to resume the villages, paying to Gorajee Pol the full amount of the nemnook, *Rs.* 7,193. 12. This arrangement is highly beneficial to the family, and we hope that it will terminate the embarrassments of this troublesome case.

(3 to 6.) Misconduct imputed by Lieut.-colonel Outram to Nursoo Punt, Native Agent to the Baroda Residency.

16. Lieutenant-colonel Outram was of opinion that in the case last adverted to, and also in that of Govind Rao Guicowar, the native agent had, by the suppression of facts, justified a suspicion of culpable collusion with some of the parties concerned. Your Government, after a searching analysis of the conduct of Nursoo Punt in both these instances, have, we observe, unanimously and entirely acquitted him of the imputed misconduct. You justly blamed Colonel Outram for having in his investigation availed himself of the services of one Venaik Moreshwur, who, according to the records of his department, was, in the opinion of the Government, "a very unfit person to be employed in any political capacity."

Charges against Nursoo Punt.

Extract Bombay Political Consultation, 19 January 1849.

No. 215 of 1848.—Political Department.

No. 334.

From Lieutenant-Colonel *J. Outram*, C.B., Resident, Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

In my letter relating to the affairs of the Raja of Gorajee Pole, dated 3d July last, No. 155, I alluded to the gross mismanagement of the pagadar and his paruk, on which subject I said I was about to report, but the investigation which has been prosecuted ever since has been attended with such difficulties, that I am only now enabled to do so. The chief obstacles I have had to contend with, have been interposed by the paruk, whose delays and evasions were aided by Gorajee Pole himself, who underhandly obstructed the inquiry as much as he could. In his blind folly, this man is at all times ready to forward his own ruin to obtain temporary pecuniary accommodation, in the confidence, perhaps, that when matters come to a crisis, Government will again step forward to his rescue, as they generously did in A. D. 1840.

2. I regret to add that my native agent, instead of exerting himself to arrest the evil which he must have known was going on, has not aided me to the extent that he ought to have done in bringing the real state of Gorajee Pole's affairs to light, whether caused by apathy and most blamable carelessness, or culpable collusion with the paruk in the frauds the latter has been carrying on, I am unable to say, and must leave Government to form its own opinion on the evidence herewith submitted; but in this case, as in that which I reported on the 31st ultimo, I venture to express my hope, that in consideration of his long services, the most lenient view the circumstances will admit of, will be taken of the native agent's conduct.

3. On first assuming charge of this office in May last year, my attention was attracted by your letter, dated 22 January 1847, No. 313, approving the suggestion of my predecessor that the Pole's villages should be managed by the Resident direct, which arrangement I should at once have carried into effect, had it not been that the consent of the farmer (the paruk) to whom the villages and the money payments had been assigned for the maintenance of the paga, was first to be obtained, as directed in your 7th para. On questioning the native agent why the proposed arrangement had not been made by Mr. Andrews, and what obstacle then existed to effecting it, he represented that it was necessary first to settle the paruk's claims, also that the answer to a letter which was before Government, on the subject of the arrears due by the Durbar to the Pole, should be awaited. The latter objection need not have been urged, had an excuse for delay not been sought, but I could understand that the paruk would not willingly relinquish his contract, and that he could not of course be compelled to do so, so long as his management was found to be correct; but as no judgment could be formed on the accounts which had been given in to Mr. Andrews, for Sumvut 1902 (A. D. 1845/46), they being a mere estimate framed by the contractor, without detail, and unsupported by vouchers, I directed, therefore, that the whole original accounts for that year should be produced, together with those for Sumvut 1903 (A. D. 1846/47), which had also become due; but it was only after many repeated calls for them that the paruk, in October last, produced what he wished to be accepted as the accounts for Sumvut 1903; they however, like the former, were found to be mere estimates, the correctness of which could not be tested without the original accounts and vouchers. These were demanded over and over again, and mohsuls were imposed to compel their production, but it was not until July last that they were at last forthcoming, when my assistant prepared a translation and report upon them, which is annexed, marked (A). (A.)

4. This report displayed such an unsatisfactory state of affairs, that I deemed it necessary to institute a rigid scrutiny; but as this could not be carried on without the aid of a native who thoroughly understood the village interior economy of this country, and the revenue system of the Guikwar Durbar, I was obliged to avail myself of the services of Venaik Moreshwur Furkey (not now in Government employ), who, as former native agent of the Rewa Kanta, was well experienced in such matters. Why I could not entrust this duty to so able and

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(B.)

and experienced a revenue officer as Nursoo Luxmon, my native agent, will best be understood from a perusal of the translation of his examination subsequently taken, marked (B.), on which I refrain from offering any comment, as it is therein sufficiently plain that I had good ground for mistrusting his impartiality in this case, and to suspect that at least he was disposed to screen the delinquents.

(C.)

5. Prior to calling in Baba Furkey, however, I desired the native agent, with a view either to give him an opportunity to remove the suspicions which I entertained, or otherwise to establish his collusion with the paruk were they well founded, to furnish me with written reports on Gorajee Pole's affairs: First, on the estimates, or "kucha" accounts, furnished by the paruk for Sumvuts 1902 and 1903 (A. D. 1845/46 and 1846/47;) secondly, on the original accounts and vouchers received in July last; and thirdly, regarding the disposal of the arrears recovered from his Highness the Guikwar. These reports I beg leave to append, (marked C. Nos. 1, 2, and 3,) and at the same time to submit the observations which they demand.

6. It will be observed in the first report, that, although the paruk, who was bound by the terms of his agreement not to expend a rupee beyond a certain sum (5,412 rupees), stipulated for the maintenance of Gorajee Pole and his paga, which sum is considerably below the revenues secured to him (5,700 rupees), claims a balance of 15,000 rupees as due by the Pole at the end of the second year of his stewardship; no doubt is expressed by the native agent as to the correctness of this charge. The details of this second year's asserted balance were not given in the accounts which the native agent was then reviewing, but the balance debited against the Pole at the end of the previous year Sumvut 1902 (A. D. 1845/46) was therein given at *Rs.* 10,269. 13. Now, as only 1,326 rupees, according to the paruk's own showing, was deficient in the second year, to which has to be added a balance of *Rs.* 337. 10. 7. paid to his predecessor on receiving charge, it follows that no less than 8,606 rupees had been disbursed in the first year beyond what the paruk was entitled to expend. Neither does the native agent in his report, nor did he ever do so verbally, bring to my notice that the paruk was pledged in his bond to limit the expenditure to 5,412 rupees per annum, in excess of which this debt has been incurred. For the terms of the paruk's agreement with the Pole, I beg to refer you to the accompaniment to Mr. Andrew's report, dated 13th August 1846.

(D.)

7. It is also to be remarked, that no suspicion of unfair dealing is expressed by the native agent, in his first report, with regard to the cancelling of the lease to the patells, for which nisha was pledged, which secured to the paruk the full amount of annual revenue, and which Nursoo Luxmon well knew, but did not, it appears, bring to the acting Resident's notice, could not be cancelled without the sanction of the Resident. In this report, the transaction is thus slurred over without question or animadversion: "He" (the paruk's) "kamdar replied, that it had been a bad season, and therefore the contractor had not given nisha security, consequently the contract was cancelled." Again, "In fact, the agreement which the Pole had entered into was cancelled." And a third time, "On the sowkar being now directed to credit the amount specified in the agreement, he says the circumstances of the case (*i. e.* the cancelling of the agreement) were reported to Sir Robert Arbuthnot, but such does not appear to have been done," &c. A translation of the engagement which was thus allowed to be cast aside is annexed, marked (D.), which it will be seen pledged the patells to make good to the paruk annually 5,700 rupees for seven years, and to give "nisha" (banker's security) for that amount. The bond was executed in September, and signed by Mr. Ogilvy, through the native agent, on the 3d October 1844; its provisions were fulfilled for Sumvut 1901 (1844/45), and the paruk had full power to exact its fulfilment for six years following,* but for his own purposes, he, without informing the Resident, chose to relinquish this security, and consequently now shows a deficiency in his first year's collection of *Rs.* 1,446. 6., and in the second year's of *Rs.* 2856. 2. The paruk

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* The contract is thus formally made over to the Paruk in Gorajee Pole's bond, dated 14 January 1846, which accompanied Mr. Andrews' report: "That the above-mentioned three villages have been farmed from Sumvut 1901 to 1907, being seven years, by means of the Resident, to the patells of Kasseepoora: until this period be completed, you are to maintain these leases, and receive the amount."

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paruk alleges in excuse that the patells reported the circumstance to Sir Robert Arbuthnot through the "cutcherry," by which he means the native agent. Nursoo Luxmon denies this, but there is too much reason to believe that he was informed of the fact, and indeed it is scarcely possible that he could be ignorant of it, in constant intercourse as he was with the paruk and patells; but that Sir R. Arbuthnot was not informed, is obvious; because he certainly could not have sanctioned the cancelling of such an engagement, without substituting some other security.

8. When it is considered that holding the patels to their bond, which the Resident had, under the engagement, the power to do, secured Gorajee Pole from any loss whatever, it does appear extraordinary that the native agent should have neglected to remind Mr. Andrews when the accounts were received of St. 1902 (A. D. 1845-46), that he possessed such power, well aware, as he undoubtedly must have been, even before the accounts were obtained, in April 1847, that the revenues had been greatly underrated, with the purpose of evading the nisha contract. Had he done so, it is little likely that any attempt to credit less than the amount contracted for in the years St. 1902 and 1903 (A. D. 1845-46 and 1846-47) would have been made.

9. It is obvious that thus dropping the nisha engagement was the result of a mutual understanding between the paruk and the patells, by which they intended to defraud Gorajee Pole; but as they could only be freed from their bond with the Resident's sanction, it was necessary to the success of their plot that he (the Resident) should not be aware that such an engagement was ever entered into, or at least of its real nature. This could not be so long as Sir R. Arbuthnot remained; therefore the terms were fulfilled for the first year of the contract; the change of Residents then favoured their plan; but it is evident they could not hope to blind the new Resident if the native agent did his duty. The only inference I can draw, therefore, and it is with much regret I am driven to it, is, that they must have been assured of that person's connivance.

10. I must also observe, with reference to the native agent's first report, that, although he was aware we had the means of justly enforcing the full amount of revenue, *i. e.* 5,700 rupees, until the completion of seven years (September 1851), he does not scruple to recommend a new nisha engagement being entered into, at the rate of only 5,300 rupees, from which it is but too apparent that he was wilfully playing into the contractor's hands.

11. In the native agent's second report, he is obliged to admit that there were some overcharges in the expenditure of the paga, but still expresses no doubt as to the correctness of the revenue returns, although in the two years' account which he then had under review, a falling-off of upwards of one-third (4,300 rupees) below the contracted average is shown, notwithstanding that average seasons prevailed during that period. The native agent adopts, without question, moreover, the excuses advanced by the paruk, that the price of grain had decreased at one village, and that too much rain had destroyed the cotton crops of another.

12. The native agent's third report, on the disposal of the sum received from the Durbar, requires little notice beyond the observation, that it is therein shown that the paruk's demands against the pagadar, up to October last (the end of the second year of his management), amounted to *Rs.* 15,532. 15.; and that Nursoo Luxmon, without a question as to the correctness of the claim, or the right of the paruk to incur such expenditure (although he hints a doubt as to Government being responsible thereto), suggests the appropriation of that money towards its liquidation.

13. It being too evident, from the above circumstances, that I could not prosecute this investigation through the native establishment of the Residency, I sent for Venaik Moreshwur Furkey, as the only person I knew of sufficiently free from the native agent's influence, and directed him to examine the accounts, and all the necessary documents and witnesses, in the presence of Lieutenant Battye, and, after the most rigid scrutiny, to report the result in writing. Extract from this report is annexed, marked (E.); but in submitting this long paper, in addition to the reports of the native agent, I beg leave to state, in apology for burdening Government with such voluminous documents, that I have thought it (E.)

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it right to place before the Honourable Board the whole of the data on which I have formed, and thought it my duty to record opinions so injurious to the reputation of individuals whose characters heretofore may have been irreproachable.

14. It is unnecessary here to recapitulate the various items which are shown in this report to be overcharges and impositions; a reference to the report will show that these form a very considerable portion of the paruk's asserted claim against Gorajee Pole; but, although no moral doubt can exist that fraud to a large extent has been practised, in every instance enumerated, by Baba Furkey, it may not at present be possible legally to establish these frauds with such defective records, and all parties being combined to defeat the inquiry. Now that I have assumed the direct control of the villages, however, much proof will soon be forthcoming which heretofore has been held back; and by the Resident, or his assistant, encamping for a few days at the villages, at the time of gathering of the crops, he will be able to form a more accurate judgment as to their value, and, at the same time, investigate the charge of misappropriating the lands, given in the depositions appended to Baba Furkey's report. In the interim sufficient will therein be found to prove the utter worthlessness of the accounts on which the paruk has grounded his claim; and, as it appears that Government is in no way responsible by Sir R. Arbuthnot's arrangement, for the Pole's liabilities, we may, I consider, justly reject the paruk's claim to anything beyond what he was authorized to expend under the bond guaranteed by Sir R. Arbuthnot, amounting, in two years, to 10,824 rupees, against which is to be opposed the full amount of the village revenues, as guaranteed in the seven years' lease, amounting, for the same period, (at 5,700 rupees annually), to 11,400 rupees. Thus a balance of 576 rupees is in the Pole's favour, against which is to be set off *Rs.* 337. 10. 7., the balance paid by the paruk to Kandass Wagjee on assuming charge, leaving the paruk a debtor to Gorajee Pole of *Rs.* 278. 5. 5. It remains for Government to decide whether the levy of this balance is to be enforced, and if so, in what manner; but at the same time I am bound to state, that I have no doubt the paruk has advanced sums to purchase Gorajee Pole's connivance beyond the stipulated limit, but certainly not nearly to the extent debited in his accounts.

15. The accounts for the year Sumvut 1904, just ended, have not yet been received; but the estimate furnished shows revenue realised to the amount of 5,578 rupees; the paruk, I suppose, under the pressure of this inquiry, not venturing much below the mark, which, besides, he knows would avail him nought, I having plainly informed him, from my first entry into this office, that I should insist on the seven years' lease remaining in force, as if it had never been pretended to have been broken, and, consequently, on his crediting the Pole with the full amount contracted for.

16. Of course, after such gross mismanagement on the part of the paruk, I have not considered it necessary to consult his wishes as to the termination of his engagement, and I have placed the villages under the superintendence of a residency mehta, as suggested by Mr. Andrews; but that circumstance should not, I conceive, afford the patells any excuse for release from this seven years' contract. At any rate, until we have had time to ascertain the real value of the estate, I have little doubt that the contractors, although very ready, of course, to obtain lighter terms, through the roguery of the paruk, than those for which they are bound, would really be unwilling to relinquish their present contract, when they find there is no chance of obtaining a better. That it cannot be a very hard one, is proved by the patell's coming voluntarily forward while still affecting to believe themselves released from their former engagement, to fix their own ankra for the past year, at 5,578 rupees (as mentioned in the last para. of the native agent's report, No. 2), after having previously declared that they could not undertake it if assessed above 3,000 rupees.

17. The arrears received from his Highness are still in deposit, pending the decision of Government as to the claims advanced by the paruk, from which fund all present calls of the pagadar will be met until the ensuing year's revenues are realised.

I have, &c.

Baroda Residency, 7 Sept. 1848. (signed) *J. Outram*, Resident.

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(A.)

Account furnished by Paruk Jugjewon Kandass, of Expenditure on account of Gorajee Pole's Paga, from the produce of the Doomalla Villages for Sumvut 1902 (A. D. 1845-46).

Received:				*Rs.*	*a.*	*p.*
Kasseepoorah - - - - - - - -	*Rs.* 3,669	7	3			
Amoodur - - - - - - - - - -	513	6	–			
Jamboodwara - - - - - - - - -	191	2	6			
				4,373	15	9
From which deduct the difference of account of village revenue furnished by the paruck - - - - - - - - - - -				119	–	6
				4,254	15	3
Received from Kandass Wagjee, balance due to the Pole - - -				662	5	3
Total Received - - *Rs.*				4,917	4	6

The difference of 119. 0. 6, in this account furnished by the paruck in the month of April 1847, and the account of village revenue afterwards submitted in October of the same year, is owing to the proper document not having been supplied by the village authorities; but on examining the books a few months afterwards, this discrepancy became apparent, and the sum of *Rs.* 4,254. 15. 3. is the correct amount, which, with the balance of *Rs.* 662. 5. 6, received from Kandass Wagjee, makes up a total of *Rs.* 4,917. 4. 9.

Disbursements.

Paid to the Pole, as per receipt dated 30th Poush Sood 1902, *Rs.* 5,001. 3. 9.

Expended as follows:				*Rs.*	*a.*	*p.*	
9th Maghsheer Sood. A horse purchased -				80	–	–	No voucher.
10th Mag shood. Arrears of pay due to bargeers, silledars, &c., from Wyshak to Assween, being six months of Sumvut 1901.				1,886	4	–	- - Gorajee Pole's drafts, dated 7th Poush Wud 1902, received 1 ½ month after the money was paid.
14th Mag Wud. To Hurree Wullubh Modee, for grain supplied.				378	15	9	- - Hurree Wullubh's receipt, no date, and Pole's orders, 9th Falgoon Shood 1902, and 11th Poush Wud 1902.
1st Chaitur Shood. Paid to Hurreelall Betchur, on account of money lent to Pole, when he quarrelled with Kandass Wagjee.				2,444	–	–	- - Pole's order, dated 2d Falgoon Shood 1902.
Presented to Sowkar Jugjeewon Kandass by the Pole.				124	8	–	No voucher.
To Jugjewon Kandass, interest on the above sum (at 12 *a.* per cent.) for one month.				37	8	–	According to agreement.
Ditto, nunótee, at 1 per cent. for one month.				50	–	–	
				5,001	3	9	
To the Pole, as per receipt dated 20th Chaitur Shood 1902, 2,000 rupees:							
Disbursements:	*Rs.*	*a.*	*p.*				
1st Maghsheer Wud. Purchased two horses.	190	–	–	-	-	-	- - Pole's order, dated 1st Poush Wud 1902.
4th Magh Shood. Arrears of pay to Bhugwunt Rao Bhargeer.	115	–	–	-	-	-	No voucher.
2d Mag Wud. To Neechawalla Khooshall, for articles purchased from him.	18	–	–	-	-	-	No voucher.
2d Magh Wud. Patells of Waseed village, for bindee, &c. supplied.	20	–	–	-	-	-	No voucher.
Carried forward - - *Rs.*	343	–	–	5,001	3	9	

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Disbursements—*continued.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*	
Brought forward - -	343	-	-	5,001	3	9	
10th. Sepoy Ismal's pay as havildar of Kasseepoora.	18	-	-	-	-	-	- - Pole's order, 9th Magh Wud 1902, and Havildar's receipt, the period for which this payment was made is not specified.
13th. Horse Mundas, purchased from Bhorah Noorbhaee.	8	8	-	-	-	-	No voucher.
15th. Bheistie's arrears of pay.	30	-	-	-	-	-	No voucher.
3d Falgoon Shood. Arrears of girass to Dhamar Naique, of Jamboowara, paid by Gorajee Pole's own hand.	75	-	-	-	-	-	- - Pole's order, 2d Magh Shood, and Naique's receipt, no date.
15th. Presented to Jugjeewon Kandass by the Pole, for lending him money.	200	-	-	-	-	-	No voucher.
15th. Arrears of pay to servants, &c.	66	-	-	-	-	-	- - 11th Falgoon Shood. Pole's order for 34 rupees of this, the remainder paid by verbal order.
5th Chaetur Shood. To Abah Kandeh, due by Pole.	10	-	-	-	-	-	Pole's order, dated 4th Falgoon Wud.
1st Chaitur Wud. Govind Rao Balajee, presented by the Pole.	20	-	-	-	-	-	- - Pole's order, 4th Chaetur Shood, and Govind's receipt.
2d Chaitur Wud. Presented by the Pole to Bhaichund Gomashta, at a marriage ceremony.	10	-	-	-	-	-	Pole's order, 3d Chytur Vud.
1st Wyshak Wud. Presented by Pole to Dulsingjee and Appa Ghodgusteh.	30	-	-	-	-	-	- - Pole's orders, dated 1st and 9th Chaitur Shood, with receipt.
11th Wyshak Wud. Puckall bullock.	20	-	-	-	-	-	Pole's order, 11th Chaitur Wud.
Charity - - - - -	13	-	-	-	-	-	Ditto, 6th Wyshak Shood, with receipt.
12th Nautch women - - -	9	4	-	-	-	-	Ditto, 9th Wyshak Shood, for *Rs.* 9. 4, batta.
Presented to the Sowkar's Goomashtah.	6	8	-	-	-	-	No voucher.
13th Wyshak Wud. Charity to Brahmin.	4	-	-	-	-	-	Pole's order, 11th Wyshak Wud.
1st Jeyst Shood. Horse purchased.	40	-	-	-	-	-	- - Pole's order, 4th Wyshak Shood; with receipt.
3d. Sundries purchased by the Pole.	78	8	-	-	-	-	Pole's orders, dated 11th Wyshak: 11th Chaitur Wud - 10 - - 7th Chaitur Shood - 23 - - 8th Wyshak Wud - 23 8 - 56 8 - No voucher - - - 22 - -
14th. horse-saddles, &c. -	15	8	-	-	-	-	- - Pole's order, 9th Wyshak Shood, and receipt.
8th. Arrears due to Modee Dulsook Robeir, for grain supplied.	242	6	6	-	-	-	No voucher.
13th Jeyst Wud. Arrears due to Modee Hurree Wullub, for articles supplied to the Pole.	297	-	-	-	-	-	No voucher.
8th Falgoon Shood. Paid to Bhasker Rao Mahadow, to an account of money lent to Gorajee Pole.	300	-	-	-	-	-	- - Pole's orders, 12th Poush Wud, with receipt.
13th Falgoon Wud. Mussalla for horses.	9	8	-	-	-	-	No voucher.
14th Falgoon Wud. Cloth for a flag.	3	13	6	-	-	-	No voucher.
15th. Purchased a mare from the Khuree Dessaie.	115	-	-	-	-	-	No voucher.
Interest and munotee for one month.	35	-	-	2,000	-	-	No voucher.
TOTAL - - - - *Rs.*				7,001	3	9	

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The above sum of *Rs.* 7,001. 3. 9. is stated to have been paid by Paruk Jugjeewon Kandass in liquidation of arrears of debt contracted by the Pole previous to his receiving charge of his affairs; the account has been kept in such an irregular manner, and the several items are so vague, that it impossible to test their correctness.

Since the Pole's affairs were placed in the hands of Paruk Jugjeewon Kandass (in 1902), the following sums are stated to have been paid by him.

PAY to the following Persons belonging to the Pagah, for 12 Months.

	Rs.	*a.*	*p.*	
Gorajee Pole at 50 rupees per mensem				This abstract agrees with the paruk's chopras, but no acquittance is forthcoming; paruk states receipts were taken, but they are not to be found; there are several irregularities for which the paruk cannot account, but states that the sums were paid agreeably to Pole's orders.
19 Suwars at six and seven rupees per mensem				
1 Assamdar, 10 rupees per mensem				
9 Horsekeepers, four and five rupees per mensem				
6 Followers, four and a half and five rupees per mensem	4,131	–	–	
Allowance to four brothers of Gorajee Pole at 125 rupees each per annum				
1 Carcoon, 10 rupees per annum				
Sowkar allowance, 100 rupees per annum				
Vakeel allowance, 25 rupees per mensem				
Grain for horses, supplied Bunniah Dulsook Koobeir, of Baroda, and Hurree Vullub Kisher, for the year 1902, as also money paid to sowars for forage when absent on duty	1,880	8	–	
Annual supply of grass for pagah	563	11	9	
Horse gear	253	2	6	
Dufter expenditure	19	10	9	
Oil in Baroda and at the different thannas	28	12	–	
Repairs to the several thannas	44	6	9	
Presents to sowkars, karkoons, &c., by Goragee Pole	163	4	–	
Charitable allowances	31	7	3	
Customary presents on the different festivals	28	14	6	
	7,144	10	3	
Advances to Mahadow Rao Pole, agreeably to the Resident orders	175	–	–	
	7,319	10	–	
Amount of former account	7,001	3	9	
	14,320	14	–	
Interest, one year, at 9 per cent.	985	–	–	
TOTAL Expenditure in 1903 - - - *Rs.*	15,305	14	–	
Deduct—				
Amount received on account of the Pole	4,917	4	6	
BALANCE due by the Pole up to the end of 1902 - - - *Rs.*	10,388	9	6	

PARUK'S ACCOUNT for 1903.

RECEIVED:	*Rs.*	*a.*	*p.*
From Kassee Poorah	2,036	9	3
„ „ amodur	562	4	9
„ „ jamboowada	246	–	–
Total Village Revenues - - -	2,844	14	–
From Madhow Rao Pole	125	–	–
„ Modees, discount on the sum of 1,880 rupees for last year's grain	74	15	9
„ Ditto on the amount for this year's grain, *Rs.* 1,026. 2. 6.	41	–	–
TOTAL Received - - - *Rs.*	3,085	13	9

(*continued*)

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DISBURSEMENTS :	*Rs.*	*a.*	*p.*
Balance due by the ole from Sumvut 1902	10,388	9	6
One Year's Pay to the under-mentioned Persons belonging to the Pagah.			
1 Pagadar,* 50 rupees per mensem	4,278	11	–
21 Sowars, six and seven rupees per mensem			
1 Assamdar,* 10 rupees per mensem			
11 Horsekeepers, four rupees per mensem			
8 followers, at three and four rupees per mensem			
Allowance to the pole's four brothers, at 125 rupees each per annum			
1 Karkoon, 10 rupees per annum			
1 Vakeel, 25 rupees per annum			
1 Extra sepoy, employed for two months, *Rs.* 5. 12.			
To modee Dulsook Kobeir for annual supply of grain in Baroda	643	5	6
To modees for grain supplied to horses on detached duty during the year	979	–	9
Annual supply of grass	573	7	9
Advances made to sowars for forage when on special duty	130	5	3
Horse gear supplied during the year	190	3	9
Present to the Durbar, and on particular festivals, &c.	98	3	–
Annual repairs to the different thanas	37	6	6
Dufter expenditure	26	15	–
Mourning presents	7	8	–
Charitable allowances	5	8	4
Oil at the different thanas, &c.	30	4	–
Customary presents on the several festivals	19	3	9
Nuzerannas to the Durbar, &c.	27	–	–
Total expenditure in Sumvut 1903 - - - *Rs.*	6,947	2	6
Interest and munotee	1,283	1	6
Balance due from last year	10,388	9	6
Deduct	18,618	13	6
Amount received on account of Pole	3,085	13	9
Due up to end of 1903 - - - *Rs.*	15,532	15	9

Thus up to the end of Sumvut 1903, (A.D. 1846 and 1847), the sum of *Rs.* 15,532. 15. 9. appears by these accounts as due by the Pole to the paruk. The several items have been taken from the accounts produced by the paruk and compared with his chopras, and only a difference of *Rs.* 5. 8. exists, which was omitted by mistake. For several items of the *Rs.* 7,001. 3. 9. advanced by the paruk for the liquidation of arrears of debt when he assumed charge of the Pole's affairs, he has produced the Pole's orders, with the acknowledgment of some of the parties who have received payment; but wherever a voucher is not forthcoming, his reply is, that the payment was made on a verbal order from the Pole, and that receipts were not considered necessary; neither is the expenditure on account of the pagah for the years 1902 or 1903, backed with any voucher whatever; for the amount of pay for the former year, 4,131 rupees, no acquittance roll is produced; the paruk states, that one was taken at the time the money was paid, but has been since lost. The deficiency in the revenues of the villages of Amodur and Jumboowara in 1902 is, according to the paruk's representation, to be accounted for in consequence of the grain not ripening, which incurred a loss of upwards of 2,000 rupees. and in 1903 the village of Kasseepoora, instead of yielding cotton to the value of 1,300 rupees, only 300 rupees were collected, owing to the heavy fall of rain on the young plant and the extreme coldness of the season. The paruk's metah was constantly sent to the villages, in whose presence the grain was invariably weighed and sold. The accounts have evidently been kept in a most irregular manner, and in the absence of vouchers for the numerous large sums which have been expended within the two years 1902 and 1903 on account of the pagah, it is impossible to test their correctness; the paruk gives as his reason for this irregularity, that every item has been paid by the verbal orders of the Pole, and that under such circumstances it is not customary to keep receipts.

(signed) *M. Battye,* Assistant Resident.

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* With the exception of the Pagadar, Assamdar, and 12 other persons, receipts have been taken by the Paruk, and are recorded in his Chopra. Paruk states that receipts have also been taken from the 12 persons, which he will produce if required.

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lee N s.		EXPENSES.								BALANCE.
		Mehta and Tulatee's Pay.	Enam and Pagree to the Patells.	Gamkurch or Village Expenses, as Dhuwusthan, Dhurmada, &c., &c.	Exchange on indifferent Coins, or Potans Vutao.	Kitta Khurch, Sundries extra-ordinary.	Remission, &c.	Havildar's Pay.	TOTAL.	
R.	p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
51	–	100 – –	129 6 –	151 15 –	18 10 9	20* – –	- -	- -	584 15 9	3,670 2 3
75–	–	100 – –	125 – –	165 12 –	10 4 –	- -	- -	- -	566 – –	2,036 9 3
-8	–	100 – –	90 – –	114 14 6	- -	71† 8 –	84 – –	43 – –	595 14 6	487 11 6
68	–	100 – –	90 – –	135 2 –	4 1 6	- -	- -	60 – –	481 11 6	562 4 9
-8	–	25 – –	60 8 –	65 8 –	1 – –	- -	- -	25 – –	303 8 –	97 1 6
88	–	25 – –	60 8 –	99 3 –	- -	- -	- -	20 – –	331 3 –	246 – –
52–	–	225 – –	279 14 –	332 5 6	19 10 9	91 8 –	84 – –	68 – –	1,484 6 3	4,254 15 3
91–	–	225 – –	275 8 –	400 1 –	14 5 6	- -	- -	80 – –	1,378 14 6	2,844 14 –
14 –	–	450 – –	555 6 –	732 6 6	34 – 3	91 8 –	84 – –	148 – –	2,863 4 9	7,099 13 3
44—		—	—	—	—	—	—	—	—	—
-—		—	—	—	—	—	—	—	—	—
6—		—	—	—	—	—	—	—	—	—
51 —		—	—	—	—	—	—	—	—	—

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e are three villages.

(signed) *M. Battye,*
Assistant Resident.

STATEMENT of the Actual Produce of Gorajee Pole's Three Doomalla Villages, from the Years Sumv

GRAIN PRODUCE.

Nos.	NAMES OF VILLAGES.	Batty or Dangur.		Batty and Kodra.		Jowar and Bowta.		Gram.		Tooer, &c.		Teel.		Mutt.		Bajree.		Deva
		Weight.	Amount.	Weight.	Amount.	Weight.	Amount.	Weight.	Amount.	Weight.	Amount.	Weight.	Amount.	Weight.	Amount.	Weight.	Amount.	Weight.
		Khulsee. Maund. Seer.	Rs. a. p.	K. m. s.	Rs. a. p.	K. m. s.	Rs. a. p.	K. m. s.	Rs. a. p.	K. m. s.	Rs. a. p.	K. m. s.	Rs. a. p.	K. m. s.	Rs. a. p.	K. m. s.	Rs. a. p.	K. m. s.
1	Kaseepoora:																	
	Sumvut 1902, A.D. 1846	47 10 30	575 – –	14 13 20	114 – –	23 14 21½	354 3 3	1 10 3	32 11 –	14 10 4	216 2 3	3 11 4	123 10 6	0 3 11½	2 8 –	1 14 39	30 15 6	2 11 30
	Sumvut 1903, A.D. 1847	43 3 24½	419 12 9	10 17 0	71 4 –	22 1 0	253 11 6	1 8 36	16 2 –	12 9 25	166 2 6	3 7 4½	99 8 –	- -	- -	- -	- -	3 8 35
2	Amodhur:																	
	Sumvut 1902, A.D. 1846	- -	- - -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	3 7 4½	62 – –	- -
	Sumvut 1903, A.D. 1847	48 15 2	554 11 3	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	– 5 37½
3	Jamboowara: ‡																	
	Sumvut 1902, A.D. 1846	8 13 30	94 1 –	1 13 0	15 7 6	- -	- -	- -	- -	0 5 5	5 10 –	- -	- -	0 3 20	3 1 –	1 6 0	22 11 9	0 0 7½
	Sumvut 1903, A.D. 1847	25 15 25	270 3 9	12 13 34½	98 10 6	0 3 7	1 12 6	- -	- -	2 15 34¾	40 4 6	- -	- -	0 14 30	8 4 9	1 4 11	15 10 6	0 7 39½
	TOTAL for Sumvut 1902	56 8 20	669 1 –	16 10 20	129 7 6	23 14 21½	354 3 3	1 10 3	32 11 –	14 15 9	221 12 3	3 11 4	123 10 6	0 6 31¾	5 9 –	6 12 0¾	115 11 3	2 11 37½
	TOTAL for Sumvut 1903	118 2 11½	1,244 11 9	23 14 34½	169 14 6	22 4 7	255 8 –	1 8 36	16 2 –	15 9 19¾	206 7 –	3 7 4¼	99 8 –	0 14 30	8 4 9	1 4 11	16 10 6	4 6 32
	TOTAL - - -	174 10 31½	1,913 12 9	40 9 14½	299 6 –	46 2 28½	609 11 3	3 2 39	48 13 –	30 8 29¾	428 3 3	7 2 8½	223 2 6	1 5 21¼	13 13 9	8 0 14¼	132 5 9	7 2 29½
	Sumvut, 1904/1848, Kasseepoora §	86 15 15	722 9 3	- -	- -	27 8 0	250 10 6	0 3 25	2 11 6	22 4 0	178 – –	4 12 0	124 11 –	0 1 17	– 11 –	0 2 20	1 10 6	2 14 34
	Sumvut, 1904/1848, Amodhur § -	104 3 –	1,017 15 –	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -	- -
	Sumvut, 1904/1848, Jamboowara §	32 13 5	313 15 –	10 15 0	81 3 6	1 10 0	12 3 –	0 5 15	4 – 6	2 0 0	18 – –	- -	- -	3 5 2½	26 3 9	2 1 5	20 11 –	0 6 37
	TOTAL - - -	223 15 20	2,054 7 3	10 15 0	81 3 6	29 2 0	262 13 6	0 9 0	6 12 –	24 4 0	196 – –	4 12 0	124 11 –	3 6 19½	26 14 9	2 [illegible]	[illegible] 5 9	3 5 31

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* This sum was paid b [illegible] a Brahmin named Bhaeesh

† Paid by the Patell the hire of 10 carts taken from his village on the Government service, [illegible] not paid for by the Sirkur;

‡ The

§ The accounts of these villages for this year have not been properly kept, in consequence of an agreement en [illegible] into by the Paruk, to receive th

Appendix to (A.)

ut 1902 to 1904 (A. D. 1846 to 1848), made over to Paruk Jugjeevun Kandass, on account of the Pagah, compiled from the Village Chopras produced by the Paruk and the Patells.

ee.	Kappas.		Grain Sold without being weighed as Wholesale.	TOTAL.		PRODUCE IN READY CASH.													EXPENSES.								BALANCE.
Amount.	Weight.	Amount.		Weight.	Amount.	Magnoo.	Salamee and Giras Produce, and Paper.	Koorutur Land.	Tolamnee, i. e. for Weighing Grain.	Mehta and Havildar's Fee.	Bheir, or Grass Produce.	Fee on weighing Kappas.	Veera and Dullaloo.	Seewai Jumma, Sundries, Fines, &c., &c.	Vajeh Bharoo, or Hire for sending Grain to Baroda.	TOTAL.	Dessaee Dustooree, or Fee.	Giras	Mehta and Tulatee's Pay.	Enam and Pagree to the Patells.	Gaumkurch or Village Expenses, as Dhurmutton, Dhurmada, &c., &c.	Exchange on indifferent Coins, or Potana Vetao.	Kitta Khurch, Sundries extra-ordinary.	Remission, &c.	Huvildar's Pay.	TOTAL.	
Rs. a. p.	K. m. s.	Rs. a. p.	Rs. a. p.	K. m. s.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
51 14 9	51 0 8	1,299 11 -	- -	16 4 10¾	2,800 12 3	820 3 -	203 - -	243 5 -	27 9 6	24 4 9	10 - -	31 3 6	16 - -	78 12 -	- -	4,255 2 -	100 - -	65 - -	100 - -	129 6 -	151 15 -	18 10 9	20* - -	- -	- -	584 15 9	3,670 2 3
75 13 3	12 13 19	318 4 3	- -	110 5 24	1,420 10 3	710 11 -	242 - -	160 8 -	14 4 9	19 12 3	10 - -	7 8 -	5 3 -	12 - -	- -	2,602 9 3	100 - -	65 - -	100 - -	125 - -	165 12 -	10 4 -	- -	- -	- -	566 - -	2,036 9 3
- -	- -	- - -	- -	3 7 4½	62 - -	- - -	799 6 -	10 4 -	- -	- -	- -	- -	179 - -	33 - -	- -	1,083 10 -	- -	92 8 -	100 - -	90 - -	114 14 6	- -	71† 8 -	84 - -	43 - -	595 14 6	487 11 6
6 10 9	- -	- - -	34 4 -	49 4 39½	555 10 -	143 12 9	241 9 -	- -	- -	18 12 -	- -	- -	22 4 -	- -	22 - 6	1,044 - 3	- -	92 8 -	100 - -	90 - -	135 2 -	4 1 6	- -	- -	60 - -	481 11 6	562 4 9
- 3 9	- -	- - -	- -	12 9 22½	141 3 -	- - -	46 8 -	- -	- -	9 2 -	175 - -	- -	18 - -	- -	10 12 6	400 9 6	- -	126 8 -	25 - -	60 8 -	65 8 -	1 - -	- -	- -	25 - -	303 8 -	97 1 6
6 15 9	- -	- - -	- -	44 11 21½	444 14 3	- - -	79 4 -	- -	7 10 -	- -	6 6 -	- -	8 - -	- -	31 - -	577 3 -	- -	126 8 -	25 - -	60 8 -	99 3 -	- -	- -	- -	29 - -	331 3 -	246 - -
62 2 6	51 0 8	1,299 11 -	- -	178 4 57½	3,003 15 3	820 3 -	1,048 14 -	253 9 -	27 9 6	33 6 9	185 - -	31 3 6	213 - -	111 12 -	10 12 6	5,739 5 6	100 - -	284 - -	225 - -	279 14 -	382 5 6	19 10 9	91 8 -	84 - -	68 - -	1,484 6 3	4,254 15 3
91 7 9	12 13 10	318 4 3	34 4 -	204 6 5	2,461 2 6	854 7 9	562 13 -	160 8 -	21 14 9	36 8 3	16 6 -	7 8 -	35 7 -	12 - -	53 1 3	4,223 12 6	100 - -	284 - -	225 - -	275 8 -	400 1 -	14 5 6	- -	- -	80 - -	1,378 14 6	2,844 14 -
43 10 3	63 13 27	1,617 15 3	34 4 -	382 11 2½	5,465 1 9	1,674 10 9	1,611 11 -	414 1 -	49 8 3	71 15 -	201 6 -	38 11 6	248 7 -	123 12 -	63 13 9	9,963 2 -	200 - -	568 - -	450 - -	555 6 -	782 6 6	34 - 3	91 8 -	84 - -	148 - -	2,863 4 9	7,099 13 3
44 3 -	32 13 0	769 12 -	- -	177 10 31	2,094 14 9	901 - -	- - -	150 - -	20 4 -	21 - -	10 - -	19 13 -	- -	- -	- -	3,216 15 9	—	—	—	—	—	—	—	—	—	—	—
- -	- -	- - -	504 12 9	104 3 0	1,522 11 9	289 10 6	141 8 -	- -	- -	- -	- -	- -	- -	- -	31 14 9	1,995 13 -	—	—	—	—	—	—	—	—	—	—	—
6 15 -	- -	- - -	- -	53 8 24½	483 4 -	- - -	121 1 3	- -	- -	- -	- -	- -	- -	- -	28 11 3	633 - 6	—	—	—	—	—	—	—	—	—	—	—
51 2 -	32 13 0	769 12 -	504 12 9	335 6 15½	4,100 14 6	1,190 10 6	262 9 3	150 - -	30 4 -	21 - -	10 - -	19 13 -	- -	- -	60 10 -	5,845 13 3	—	—	—	—	—	—	—	—	—	—	—

nker, to induce him to cancel an agreement entered into by the former, to receive the sum of 3,300 rupees on account of the village revenue for the year 1902 (A. D. 1846).

this circumstance was not reported by the Paruk. A difference of 34 rupees appears in the produce and expenditure of the accounts furnished by the Paruk and Patell for this year, but the balance of each tally, viz. *Rs.* 562. 4. 9.

ccounts of this village were not kept by the Patell in consequence of there being no tullatee in the village.

amount of 5,378 rupees, as reported to the Residency, after which a further sum of 200 rupees was exacted from the village of Amoodhur, and agreed to by the villagers. As also *Rs.* 81. 8. on account of fines, &c. levied in the three villages.

(signed) *M. Battye,*
Assistant Resident.

Charges against Nursoo Punt.

(B.)

TRANSLATION of Questions put by the Resident to *Nursoo Punt,* and his Replies thereto.

Question 1. WHEN Mr. Andrews reported to Government regarding Gorajee Pole's affairs, and recommended that the management of his affairs should be taken from the paruck and arranged by the British Government, a reply to which was received, dated 27th of January 1847, what steps were taken to carry into effect the orders contained in the 7th para. of that letter?—*Answer.* On receipt of the Government instructions, Mr. Andrews desired the paruck to produce his accounts, and those for one year were brought in May, from which it appeared that the contract had been broken. When Colonel Outram arrived inquiries were instituted, and, on the circumstances of the case being brought to his notice, the Sahib said that the money should be collected agreeably to the contract, and Russickram was directed to produce the two years' accounts accordingly; from this date he was constantly called upon to furnish the accounts.

2. Was Mr. Andrews informed of the contract having been broken?—Mr. Andrews was informed of the circumstance a few days before his departure, but he did not see the accounts.

3. As the contract was broken the year before Mr. Andrews left, why was it not brought to his notice?—Mr. Andrews knew nothing of the circumstance until the accounts were produced by the paruck in the month of May.

4. From the time I came to the Residency I gave you frequent orders to get the accounts from the paruck's wyvutdar up to the time of my giving positive orders to place mhosuls on him, what steps had you taken in the matter?—From the day you gave the order I constantly called upon Russickram to produce the accounts; and when I insisted on his doing so in November, he brought them to the Residency and compared them with the patell's.

5. When I sent for Russickram and asked him why he had broken the contract without the consent of the Resident, he replied, I remember, that he had reported the circumstances in the cutcherry; what is the meaning of this?—When the Sahib questioned Russickram regarding the contract, he was told that the money could be received from him according to the terms of that contract, but I do not remember hearing him say that he had mentioned the subject in the cutcherry; I know nothing about what he states as to having spoken to Sir R. Arbuthnot regarding it.

6. Used the paruck or the kamdar ever to visit Sir R. Arbuthnot on business without your being present?—I never heard of their going to the Sahib without me, but if any people went to him alone on matters of business, on my arrival, if he considered it necessary, he would have informed me of it.

7. When I first heard of the nisha contract having been broken, what orders did I give you?—You told me that the money should be collected agreeably to the terms of the nisha contract, and desired me to inform the wyvutdar to that effect, which I did accordingly.

8. Having received my orders that the money was to be collected according to the contract, why did you, in your report, recommend that another arrangement should be made?—The Sahib directed that the money should be collected agreeably to the terms of the contract; but as Russickram made a difficulty about it, and the patells who entered into the agreement refused to abide by the contract, thinking that the time for cultivation was passing away, loss would accrue, I proposed that an agreement should be made with some other person, for before the dispute could be settled, the time for cultivating would have elapsed; I did not intend that any alteration should be made in the terms of the agreement; but on speaking to the walwud patell on the subject, he volunteered to accept the contract, if a deduction of 300 or 400 rupees was made, on the strength of which I mentioned the circumstances in my report, and the Sahib told me there was no necessity to make any deduction. My object in making this proposition was to enter into a temporary agreement, but I did not intend this arrangement to be final.

9. The contract for the Pole's villages which was made in September 1844, by consent of the Resident, is now in the office, in which it is agreed to pay the sum of 5,701 rupees for seven years from the year Sumvut 1901, (A. D. 1844-45,) to 1907, (A.D. 1850-51,) which arrangement, it is plainly stated, cannot be cancelled without the orders of the Resident. Such being the case, the wyvutdar had no authority to break the contract, and what, therefore, was the necessity for making a new arrangement?—The contract of these villages was made in September 1844, and on my coming here in June of that year, I observed, from a perusal of the old accounts, that a great deficiency had occurred in the revenue of the villages; I reported the circumstances to Mr. Ogilvy, and arrangements were made for entering into a contract, which, if it had been acted up to, would have been very proper; but the paruck would not abide by it, which is the cause of their present dispute; for which reason I proposed, as stated above, that some arrangement should be made, but I never intended that my proposition should be final.

10. The paruck had no authority to break the contract; therefore what difficulty was there in recovering this amount from the patells who were security, by attaching their property, &c.?—The contracts for the three villages were entered into by three patells of Kasseepoora, and they have lately been frequently informed that they would have to make good the amount according to the agreement; they reply that they cannot act up to the contract; and I don't think they are, any of them, well off.

11. In the agreement which Jugjeewon Kandass Paruck entered into with Gorajee Pole, it

Charges against Nursoo Punt.

it is written that money has been received on account of arrears of forage and pay, &c., but no amount is specified; to this vague document Sir R. Arbuthnot's signature is attached; why, therefore, did you not point out to that gentleman that the agreement was not properly drawn up?—Before the agreement was entered into, the Pole and the paruck urgently requested that the detailed "khut" should be signed by the Resident, but the Resident refused to interfere with the arrangements which they had made between themselves, and said there was therefore no necessity to examine the detailed account of interest, munotee, &c.; that so long as the pagah was properly kept up to 21 horses, the Pole could not take the villages or the draft from the hands of the paruck; for this only the Resident was guarantee; and if the Pole wished to deprive the paruck of the management of the pagah, he must first pay off all his debt. To this effect the Resident made a rough draft, and desired the agreement to be written, to which he attached a note with his own hand; the Resident did not intend to be guarantee for the money due to the paruck, but stated that if the pagah was not properly managed, the paruck would be deprived of his charge, notwithstanding his claim being unadjusted, and that Government had nothing to do with the money claimed by the paruck; with this understanding, a document to the above effect was written in presence of the Resident, and signed by him.

12. When I came to this appointment and asked your opinion as to what should be done regarding the orders of Government contained in the letter dated 27th January 1847, to relieve the paruk of his charge, if he was willing to agree to it, and to place the management in the hands of the British Government, what reply did you give?—I remember saying that until the paruk's claims had been adjusted this could not be effected; that Government had been written to regarding the Pole's draft; pending their reply, the paruk's claims could not be settled.

13. When the accounts for 1902 (A. D. 1844-45) were received at the Residency, it became known that the contract had been broken, and that in excess of the agreed sum of 5,412 rupees on account of the expense of the pagah, the paruk had advanced the Pole a further amount, and in the account a balance was struck against the pole for 10,277 rupees; did you inform Mr. Andrews of this circumstance?—The accounts were first received from the soucar in the month of May 1847, at which time I was absent on leave at Ahmedabad; on my return the Resident had received orders to leave Baroda; I think I must have informed him of the accounts having been received, but I won't be quite certain, because there were other arrears of business to be transacted before his departure which fully occupied my time, and the Sahib was to leave in a few days.

14. When I came to the Residency you informed me that the soucar had credited a small amount of revenue, but why did you not tell me that the soucar had given the Pole more money for the expense of the pagah than he was authorised to do?—I did not examine the account of the money advanced by the paruk, for I understood from Sir R. Arbuthnot that there was no necessity to do so until the accounts were to be settled according to the agreement, for which reason he was desired to produce the two years' accounts.

15. When Mr. Andrews reported to Government regarding the Pole's affairs on the 13th August 1846, a translation of the agreement entered into with Paruk Jugjeewun Kandas accompanied his report, and how was it that a translation of the village contract (puttah) was not also placed before Mr. Andrews for the purpose of being forwarded to Government?—When Mr. Andrews wrote his report he was aware of the village contract having been given, because in the agreement with the soucar the contract was alluded to; so, I suppose, the Resident did consider a translation necessary, but I think if you refer to his report you will find that he has alluded to the subject.

16. When the soucar's accounts were received, I called for your report on the subject, in which at first you made no mention of the village contract, and it was not until I returned the report, and desired you to state what you knew regarding it, that you said anything to me about it; why did you not mention it in the first instance?—On your calling for my report on the Pole's affairs, I submitted it in the month of June 1848, the 4th para. of which contained a detailed account of the village contract; consequently in the other report which I wrote on this subject I did not think it necessary to repeat the circumstances of the case, but when you returned my report, I repeated what I had previously written in the month of June.

Before me, this 26th day of August 1848.

(signed) *J. Outram*, Resident.

17. In reply to my question as to why the amount was not specified in the Pole's agreement, you stated that there was no guarantee for the money claimed by the paruk; that the paruk requested the Resident's signature to the detailed statement, which was not given, and that the terms of the agreement were drawn up in the Resident's own handwriting; but the purport of the engagement is, that the paruk will abide by the agreement, and that so long as 21 horses are properly kept up and anything remains due by the Pole, neither the draft nor the villages will be interfered with; is it proper, therefore, to act up to this agreement or not; if it is, how do you say that there is no guarantee for the debt?—In the agreement alluded to, which was entered into before Sir Robert Arbuthnot, it is written, that on account of arrears due by the pagah, moodie and bargeers, money has been received, and from the year 1902 I will draw the sum of 5,412 rupees for the expense of the pagh, in lieu of which I have made over the draft and the villages, at the foot of which agreement there is a note by the Resident, that if the pagh's efficiency is properly

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kept up to 21 horses the paruk will not be interfered with, meaning, that notwithstanding the Pole may be in the paruk's debt, if the arrangements of the paga are not properly attended to, he would be deprived of his charge, and not that the agreement could not be cancelled so long as anything remained due to the paruk; so it cannot be said that the paruk's claim is guaranteed by the British Government; but if the management of the paga is properly carried on, and it is wished to take it out of the hands of the paruk, until his claim be adjusted he cannot be deprived of his charge, from which is to be understood that the Sirkar is in no way responsible for this debt in the way which they would be for any other guaranteed debt, but only that the management should not be interfered with; for example, if any one mortgages his property, and cannot be released until the money be paid, in the event of the owner making any difficulty in the matter, and the complaint being submitted to Government, although the Government may not be guarantee, he is not compelled to give up the property until the money is paid. This case must be looked upon in the same light. If there be any doubts as to the reason of the guarantee having been granted, I beg to explain that if any soucar has entered into an agreement with the guaranteed people without the consent of the Resident, on their producing a draft or villages as a liquidation of their claim, and in the event of the Pole making an objection or vesting the business in other hands, there would be a difficulty in presenting his grievance to Gaekwar Government, and the Resident would also object to interfere in the matter. For this reason, Sir Robert granted the guarantee, with a view to the paruk's charge not being interfered with, except in the case above-mentioned, and not to be any way responsible for paruk's claim against the Pole. If the latter wished to deprive the paruk of the management, it was incumbent on him to adjust his claim. If you are now uncertain as to the amount and description of the claim advanced, and in absence of information on this subject, how it is to be adjusted, I beg to state that in the agreement it is plainly stated "on account of moodies and bargeers, &c. belonging to the paga," and that there was no necessity to specify the amount. If it is supposed that besides the paga, the Pole was liable for thousands of rupees to other parties, for the liquidation of which the paruk chose to advance money of his own accord, it is surely far from just to expect that the British Government would guarantee such amount. If anybody imagines that the word "etcetera" implies money due to soucars, it is incorrect, because it is written in the agreement that money was received for the payment of bargeers, &c. From this must be understood bargeers, kandars, soucars, and horse gear, as comprised in the term "etcetera," and besides the arrears, the amount of the annual paga expenditure is specified above. The meaning of the agreement is, therefore, that unless the paruk's claim, as above referred to, has been adjusted, his charge will not be interfered with. This I beg you will bear in mind, and I cannot see that the guarantee refers to whatever balance the paruk may choose to strike against the Pole.

18. You state that you do not recollect Russikram saying anything about breaking the contract in the cutcherry, and that you don't know whether he informed Sir R. Arbuthnot of it or not; but do you remember taking the patell's deposition in the office on the 2d December 1847; if so, why did you not ask him to mention the name of the person to whom he spoke about breaking the contract. From the patell's statement, do you infer that he alluded only to one year or for the whole period; if the former, then why did you not make arrangements for the year 1903 (A. D. 1846–47)?—The patell's deposition was taken in the office on the 2d and 15th December 1847, in which no mention is made of their having alluded to breaking the contract, but they state that in consequence of the grain not ripening, they said they could not pay the money in that year according to the contract. By saying they reported the circumstance in the cutcherry, they mean that they told me of it; so there was no occasion to ask them who they spoke to on the subject; but in the deposition nothing is said about breaking the contract, and I do not recollect the patell saying to me what he in his deposition professes to have done. If what he states is correct, the wyvutdar never reported it to the Sirkar, consequently we did not know what arrangements had been made, and if anybody had spoken to me on the subject I should have told them, as is invariably my custom, to speak to you about it, and if he came in the office this is the reply I must have given him. From the patell's deposition it appears that they meant the contract for the whole period had been cancelled, because the management of the villages had been out of their hands for two years, and the wyvutdar had taken no notice of the circumstance; therefore it is clear that they could not afterwards be held responsible for the terms of the contract.

19. You confess that you did not inquire into the expenditure of the pagah, but the claim made by the Pole against the paruk on account of an item in his accounts was settled by Sir R. Arbuthnot, and the document signed by that gentleman on the 13th April 1846; four years' account were also signed on that day. Such being the case, how is it that you state you did not make inquiries regarding the expenditure, and was it not your duty to examine the accounts?—The reply which I gave to the 14th question referred to Jugjeevum Kandass' accounts for the year 1902 (A. D. 1845–46), and the question which you have now put relates to Kandass Wagjee's accounts, at the time of Sir R. Arbuthnot, which were signed by that gentleman, in reply to which, I beg to inform you that when Kandass Wagjee's accounts regarding the Pole's paga for the year 1896 and 1897 (A. D. 1839–40 and 1840–41) were received at the Residency they were shown to the Pole, and as no objection was made to them at the time, after they had been signed by the Pole and paruk, Mr. Boyd also attached his signature; the accounts for the following years were produced at the time of Messrs. Remington and Ogilvy, and on showing them to the Pole and his carkoon they made some objections, which were inquired into, and on the arrival of Sir R. Arbuthnot the dispute was settled to the satisfaction of both parties, and the accounts signed by them, as also by the Resident;

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Resident; previous to, and since my appointment to this office, it has never been customary to interfere with the accounts, &c. connected with the paga, unless there was a dispute on the subject; whatever had to be settled was always done in presence of the former Residents.

20. Even without actually examining the accounts, how is it that you did not bring the item for grass expended in Baroda, which is such a clear imposition, to the notice of the Resident?—The expenditure of grass, grain, &c. on account of the pagah, has always been carried on without reference to the Resident, and the system which was formerly in force relative to the debit and credit of the Pole's accounts being carried on amongst themselves has been continued since my arrival at Baroda, and in the event of any dispute being brought to the notice of the Resident, it was settled as the Sahib thought proper, but unless a complaint was made it was never customary to interfere in the matter; therefore I did not consider it my duty to bring the expenditure of grass to your notice, but since an objection has lately been raised to some of the items of the present paruk's accounts, they are being inquired into.

21. How was it that you did not point out to me on my inquiring into the Pole's affairs, that the bond in which the patells pledge themselves to give sowkar nisha, was executed through the Resident and signed by Mr. Ogilvy?—Regarding the contract which was executed through Mr. Ogilvy, I informed you in person, and in the 4th para. of the memorandum which I gave you in June last, and in the 3d para. of that submitted in July, the subject is alluded to.

22. How could you have been ignorant that the patells could not depart from this engagement until the expiration of the seven years for which it bound them, without the sanction of the Resident, since you were native agent at the time Mr. Ogilvy signed the bond, and must have explained its provisions to that gentleman?—It is true that the engagement which was entered into for a period of seven years could not have been departed from without the sanction of the Resident, if the management of the villages had remained in the hands of the contractors, but as they were deprived of their charge, and the management for two years carried on independently by the paruk, they of course had good grounds for breaking the contract, and consequently they cannot reasonably be held responsible.

23. The seven years' contract was entered into by the patells, through Mr. Ogilvy, to secure the full amount of revenue to the paruk, who merely looked to the pagadar's expenditure. With this view the contract was entered into while Kandass Wagjee was paruk; how then could the present paruk release the patells from their contract, and take the management of the villages himself without the sanction of the Resident, and how is it possible you could have remained ignorant of this departure from the Resident's arrangement so long, when you had constant intercourse with the paruk and patells who so frequently came to the office?—The entire management of the paga and villages was vested in the hands of Kandass Wagjee, through the Resident, which arrangement held good up to 1900 (A. D. 1843-44). In the meantime, before I came to the Residency, the Pole had arranged to place the management of the villages in some other person's hands; on this being reported to Mr. Remington by Kandass Wagjee, he desired the Pole to allow the paruk to remain in charge, but on the Pole objecting to do so, in consequence of the decrease of revenue which had taken place during the time of Kandass Wagjee, when I came to the office Mr. Ogilvy inquired into the matter, and executed a contract for the village revenues from the year 1901 (A. D. 1844-45). At that time Kandass Wagjee had to receive the collections according to the said bond, two instalments of which he received from the nishadar, after which the Pole again objected to this paruk, and requested that another might be nominated, but Mr. Ogilvy did not attend to him. On the arrival of Sir R. Arbuthnot the same dispute continued, and the Pole refused to allow Kandass Wagjee to collect the third instalment of that year (1901). On this being reported to the Resident he gave orders for the money to be paid into the treasury, and told the Pole that if he wished to appoint another sowkar the Government would not interfere in the matter. This dispute lasted for about five or six months; at last in January 1846 the Pole appointed Juggeevun Kandass, and his agreement was entered into through the Resident, in which it is written that "the draft and villages are placed in your charge from the beginning of St. 1902 (A. D. 1845-46); that up to the expiration of the time the bond is to be considered final, and the amount therein specified to be collected, the arrangements of the villages to be carried on as heretofore, &c. &c." Under these terms the villages were placed in the hands of the new paruk, since which there have been no complaints as to whether the villages remained in charge of the patells or not; so how can I be expected to know anything about it? If the paruk has broken the contract made by the Resident, he of course should be held responsible.

24. How is it that in quoting from the agreement entered into between the Pole, under Sir R. Arbuthnot's guarantee, from which you have quoted above, you have forgotten the following passage: "That the above-mentioned three villages have been farmed from St. 1901 to St. 1907, being seven years, by means of the Resident, to the patells of Kassupoora; until this period be completed you are to maintain those leases and receive the amount." As this engagement was the result, as you say, of some months' discussion before Sir R. Arbuthnot, in all of which discussions you must have shared, how could you have forgotten this stipulation; and was not the agreement drawn up under your superintendence?—In my reply to the 23d question, I quoted as much of the agreement as I thought had reference to the question, and did not consider it necessary to repeat the whole of it. I therefore merely quoted a portion, and added the word "etcetera." What I

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wrote is contained in the agreement, and I had not forgotten the stipulation which you allude to. The agreement was drawn up by Sir R. Arbuthnot, after well considering the matter, and I had nothing to say to it, though I was well aware of the nature of that agreement. With all the gentlemen who have been at the Residency it has always been customary to transact business in their presence, and the native agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say was heard before the Resident, and whenever the native agent's opinion was asked it was given at the time, and the Resident's orders were acted up to. This system was adhered to by Messrs. Boyd, Remington, Ogilvy, Sir R. Arbuthnot, and Mr. Andrews, and the business was invariably carried on according to the orders of those gentlemen.

(True translation.)

(signed) *Montagu Battye,*
Assistant Resident.

(C).—No. 1.

TRANSLATION of *Nursoo Punt*'s Memorandum regarding Soobanjee Pole's Pagah; received in June 1848.

1. THIS pagah, previous to the year 1896 (A. D. 1839 and 1840), was completely broken up, and the Doomalla villages remained for two years in the hands of the Guicowar. In the year 1896 Mr. Sutherland re-established the pagah, and made over the villages to the Pole. On account of the two years 1894 and 1895 (A. D. 1838 and 1839) during which time the Doomalla villages were under the Guicowar, the Resident received from the Durbar the sum of *Rs.* 14,387. 8. for the reorganisation of the pagah, which amount was deposited with Paruk Kamdass Wagjee, who was nominated banker to the Pole.

2. Both parties agreed to this arrangement, which was reported to Government on the 4th December 1839, and the sowkar received charge of the Doomalla villages and carried on the Pole's business, which continued up to the year 1900 (A. D. 1844). In the meantime Sobajee Pole died and his son Gorajee Pole succeeded to the pagah, who wished to give the village contract to another sowkar, but Mr. Remington would not allow it.

3. The following is an account of the village proceeds during the paruk's time:

	Rs.	*a.*	*p.*
In the year 1896 - - - - - -	5,851	14	9
„ 1897 - - - - - -	3,696	15	6
„ 1898 - - - - - -	5,072	12	9
„ 1899 - - - - - -	4,932	6	9
„ 1900 - - - - - -	3,236	14	9
	Rs. 22,790	12	6

Which amount, together with the balance of the money received for the organisation of the pagah, being expended, there remained at the end of Sumvut 1900 the sum of 1,100 rupees due by the Pole, in consequence of a deficiency in the village proceeds for two years. After this the Pole and the paruk had frequent misunderstandings, the former declaring that the villages were not properly looked after, and the latter accuses the Pole of drawing upon him for more than the amount of the revenue received. The reason of this appears to be that the Pole is unable to manage his own affairs, and the paruk does not take sufficient interest in the collection of the revenue, his sole object being to look after the interest. Mr. Ogilvy was well acquainted with this state of affairs, and saw the necessity of making some arrangement.

4. For the above reasons Mr. Ogilvy made over the Doomalla village contract to the patells of Kasheenpoora, for the annual sum of 5,700 rupees, on account of the Pole, and for which one year sowkar's security was given. Regarding the deficiency Mr. Ogilvy made a report to Government, but the Pole was desirous that another paruk should be appointed, which Mr. Ogilvy would not listen to. In the year 1901, some of the pagah horses died, and Paruk Kamdass Wagjee gave the Pole 800 rupees to replace them, and the pagah expenditure was entirely in his hands.

5. When Sir R. K. Arbuthnot was appointed Resident, the Pole frequently urged that the paruk might be changed, but without success, and on his again pressing the matter, the Resident told him that if he was very anxious about it he might pay what was due to Kamdass Wagjee and appoint another paruk, but that the Resident would not interfere in the matter; upon which he entered into an agreement with another banker, and brought it to show the Resident, who would have nothing to say to it. The Pole and paruk then informed the Resident that without his assurance that the banker should have no difficulty in obtaining the draft and the villages, no sowkar would make the agreement. This dispute continued for about six or seven months, and there was a difficulty in meeting the expense

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expense of the pagah. Then the Resident, without inquiring as to what arrangement passed between them, endorsed the agreement which the Pole gave to the paruk, a translation of which was forwarded to Government by Mr. Andrews on the 13th August 1846. At this stage of the proceedings Chottumlall Kissumlall, agent of Jugjeewan Kamdass Paruk, was nominated to carry on the business of the pagah and villages from the year 1902 (A. D. 1845 and 1846), and the Resident had nothing to do with the arrangement.

6. Mr. Andrews was informed that the Pole did not rightly understand the terms of the agreement, and that he had become much involved, the Resident observed therefore, that if he did not interfere in the matter the pagah arrangement would not be attended to. Consequently he wrote to Government on the subject on the 13th August 1846, No. 187, in reply to which a letter was received on the 22d January 1847, No. 313, upon which the paruk's kamdar was desired to bring his accounts, which he did for the year 1902 (A. D. 1845–46), and the sum of *Rs.* 10,269. 13. appeared due by the Pole to the sowkar, which could not be adjusted until the decision of Government regarding the deficiency draft was made known, because a large amount was due by the Pole, and the revenue of the villages had not been credited according to the agreement. *Rs.* 4,373. 15. 9. was the total credited on this head. On questioning the kamdar he replied that it had been a bad season, and therefore the contractor had not given nisha security; consequently the contract was cancelled, and the amount of revenue collected was credited by the kamdar. He afterwards produced the accounts for the year 1903 (A. D. 1846–47), in which only *Rs.* 2,844. 14. was credited, making a total for the two years of only *Rs.* 7,218. 13. 9, which was *Rs.* 4,181. 2. 3. less than was contracted for. Such are the circumstances of the case.

7. In fact, the agreement which the Pole had entered into was cancelled; on asking the reason of it, the contractors stated that in the year 1902 the grain did not ripen properly, and that Gorajee Pole had told them that unless they accepted the contract the villages would remain in the hands of Kamdass Wagjee; moreover, that he would not call upon them to make good the deficiency, therefore he received whatever revenue the villages produce. Gorajee Pole and the sowkar state that as the season was bad, and the contractors did not furnish security, they took the arrangement of the villages into their own hands, but this was not reported to the Resident. On the sowkar being now directed to credit the amount specified in the agreement, he says the circumstances of the case were reported to Sir R. K. Arbuthnot, but such does not appear to have been done; if it had been, the agreement would have been examined and a remission granted. The agreement however was cancelled in 1902, and the arrangements for the following year were made by the sowkar, and only half the amount of revenue mentioned in the contract was collected. Owing to the Pole's ignorance and the dishonesty of the paruk, such was the loss incurred. For the year 1904 (A. D. 1847 and 1848), the Resident would not agree to the contract being cancelled, and desired the amount to be credited accordingly; consequently the paruk states that the village patells have agreed to pay a fixed sum for one year, amounting to 5,200 rupees, but the accounts have not yet been produced.

8. The sowkar now advances a claim against the Pole up to October 1847 (1903) for the sum of 15,000 rupees, but has not furnished a detailed statement. The sowkar imagines that the Resident is guarantee for the money due by the Pole, but it was Sir R. K. Arbuthnot's opinion that the Resident should not interfere in the matter, and that so long as the Pagah was properly managed the drafts and villages should remain in the sowkar's hands; notwithstanding this, if nothing remains due from the Pole, the drafts, &c. can be taken from him (the sowkar) if considered advisable.

9. The following are the arrangements proposed:

First. The sowkar advanced money to the Pole and managed the villages as he thought proper, therefore the amount of interest, munnotee, &c. received from the Pole should be put a stop to, and arrangements made for the payment of the Pole's debt; the villages should also be taken from the sowkars.

Second. From the year 1904 the village revenues should be fixed by the sowkar, and the Pole should not receive more than 450 rupees a month, according to the agreement entered into at the time of Sir R. K. Arbuthnot; any balance that may remain should be credited to the Pole.

Third. If the above-mentioned arrangements cannot be carried into effect, then the three years' allowance on account of deficiency, from the year 1902 to 1904, amounting to 3,000 rupees, as per agreement, should be paid to him, and agreeably to the arrangement, he should take care of the pagah and villages; if he failed in so doing the arrangement of the villages and the drafts should be taken from him. I see no other course to be adopted.

10. Some delay will occur in making the arrangements above proposed, and the time for attending to the villages is progressing, therefore the amount of revenue to be received should be speedily settled, if not, the arrangement now made by the Sirkar of 1,000 rupees on account of deficiency is a very fair one, but when the village proceeds are not properly received, this arrangement will not prove sufficient for the Pole. If Mr. Sutherland had, instead of these villages, arranged to receive the amount in ready money, viz. *Rs.* 7,193. 12, the Pole would not have been involved in difficulties; and it would be well for either the sowkar or village patells to settle the amount to be paid on account of the villages, or if any other person is willing to give the sum of 5,300 rupees annually for a period of

10 years, it would be advisable to make the agreement; but something should be done without loss of time.

11. Drafts amounting to 9,000 rupees have been received from the Guicowar, from which the sum to be returned to the Durbar is not yet settled, but according to the Pole's receipt it would appear to amount to *Rs.* 1,341. 9. 3, and there remains due to the sowkar for three years the sum of 3,000 rupees, leaving a balance of *Rs.* 4,658. 6. 9, which, if paid to the sowkar without making the agreement proposed in the 9th paragraph, he will not trouble himself to effect the proposed arrangements, and if the money be deposited in the treasury loss of interest will ensue. The Guicowar Government remonstrates against the claim for the five years' deficiency, and on this subject the decision of the Bombay Government has not been received, therefore it will be advisable if a banker will agree to refund the money whenever required, to make the amount over to him, or keep it in deposit pending the final instruction of Government.

(C.)—No. 2.

TRANSLATION of *Nursoo Luxmoon*'s Report, regarding the Villages belonging to Pole; received in July 1848.

THE nemnook of the paga is *Rs.* 7,193. 12, for which three villages, Sundana, Antrole, and Wasna were given. These villages having been made over to the Honourable Company, other villages were made over to the Pole in 1819 by the Guikwar, viz. Kaseepoora and Ahmodur, purgunnah Baroda, and Jamboowara, purgunnah Wagora. From the beginning it was reported that there was a deficiency in the revenues of these villages, and the deficit amount was received from the Guikwar Government. In 1824 a settlement was made, by which the Guikwar Government was to pay 1,000 rupees on account of this deficit.

2. The revenue in these villages was collected in kind (bhagbuttaee). In Kaseepoora, however, a begotee is levied on a few beegas of land, called "koovatur." The management of these villages were, up to this time, made by the paruk, &c., on the part of the Pole, but no one took any trouble to improve the conditions of these villages, the Pole not being a person of any capacity to do it. The patells of these villages, I hear, have been defrauding Government of its lands. In 1840, when the paga was re-established, the management continued in the hands of Paruk Kandass Wagjee for five years. In 1840 only the revenue amounted to *Rs.* 5,851. 14. 9; since then it began to fall off every year, the cause of which may be owing to the want of management, as also to a decrease in the crops, and the low rate of the price of the grain, &c.

3. In consequence of the villages not having been properly managed, they were farmed, in 1844-45, by Mr. Ogilvy, on the part of the Pole, to the three patells of Kaseepoora, at an estimated amount of 5,700 rupees per annum for seven years, nisha for the first year having been taken; but the Pole proposed to Mr. Ogilvy to appoint another paruk in the place of Paruk Kandass Wagjee, to which that gentleman would not give his consent. After the arrival of Sir R. Arbuthnot, the Pole renewed his proposal to that gentleman, who, after being much importuned by the Pole, told him that if he was desirous of changing the paruk, he should settle accounts with Kandass Wagjee, and that he was to appoint another paruk direct, in which the Resident would not interfere. On this the Pole got another paruk, and brought him to the Resident, and also produced a paper of agreement entered into with him, but which document the Resident would not see, and told him that there was no occasion for the Resident to interfere in the matter, when both replied, that unless the Resident gives his support, in case any objection be raised to the paruk receiving the paga, villages, and the chittees, no paruk will come forward to lend him money. In this manner a "tukrar" was carried on for six or seven months; and, as the paga was beginning to get embarrassed, the Pole produced a writing to the Resident, and requested his signature to it, who, without first seeing the agreement entered into between the Pole and the paruk, guaranteed this document, translation of which was submitted to Government, under date 13 August 1846. The guarantee of Sir Robert Arbuthnot is as follows: "This engagement has been executed before me, by Gorajee bin Soobanjee Pole, and accepted by Chotoolal Kissunlal, the vakeel on the part of Jugjeevundass Kandass, banker in Baroda. The villages and chittees mentioned in it being now held by Gorajee Pole, under the British guarantee, the same is hereby extended to Jugjeevundass Kandass, to the extent that the said Gorajee Pole shall not interfere with him in their management, so long as the conditions of the bond are fulfilled, or any debt arising therefrom shall remain unpaid, or his paga of 21 horsemen shall be maintained in its proper footing." Date 14 January 1846. The accounts of Kandass Wagjee was therefore settled, from the amount of the revenues of the villages, for Sumvut 1901 (A. D. 1844-45), which was deposited in the treasury, on account of the Pole's intention of changing the paruk, and the balance was paid to the new paruk, through the Pole. From Sumvut 1902 (A. D. 1845-46), the management of the villages was made by Dulputram and Rusikram, on the part of the new paruk. After this what transaction took place between the paruk and the Pole, and how the management of these villages was carried on, no one ever reported at the Residency.

4. Afterwards

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4. Afterwards it was reported to Mr. Andrews, that, owing to the imbecility of the Pole, the management was made direct, by which the Pole's debts would be increased; and, unless the affairs were looked after, difficulties would arise hereafter. Accordingly a report was made to Government, on the 13th August 1846, and a translation of the writing passed in the time of Sir Robert Arbuthnot was submitted; to this a reply was received, dated 22 January 1847, No. 313, on which the kamdar of the paruk was sent for, and was desired to produce the accounts, who did so, for the year 1845-46, and said that those for 1846-47 would be produced as soon as they were prepared. From these accounts it appeared that the villages were not managed according to the putta, but a "kucha" management was made, by which a deficiency occurred. Why the paruk did not take "nisha" from the ezardar for the other years, as he did for 1845, is not known, neither has it been ascertained that any order was issued by the Resident on the subject, or any report received from any one. Afterwards the accounts for 1846-47 were produced, in which the deficiency was greater than that of 1845-46. A separate statement of the revenue of the three villages has been prepared, abstract of which is as follows:

Year.	Ankra, according to Putta.	Net Revenue.	Deficiency.
	Rs. *a.* *p.*	*Rs.* *a.* *p.*	*Rs.* *a.* *p.*
Sumvut 1902 (1845-46)	5,700 - -	4,254 15 3	1,445 - 9
„ 1903 (1846-47)	5,700 - -	2,844 14 -	2,855 2 -

According to the above the revenue is shown, but to test which it is a difficult matter, because had the begotee assessment prevailed in these villages, something would be known; but a bhagbuttaee system prevails in the villages of the Guicowar Government, in which fraud could be carried on in the following manner:

First. There is no "khurda," or register of lands, either of the Government or ryots.

Second. Whether the produce of the lands pointed out by the patells as Government property is taken to the "sirkaree khulee," or elsewhere.

Third. After the produce is brought to the "khulee," and until the crops are thrashed, the ryots, in concert with the havildar, steal the grain.

Fourth. When the grain is weighed by the banian and mehta, roguery is carried on by them.

Fifth. Also, when the grain is sold.

In this way fraud can be carried on in the bhagbuttaee villages. In the fourth and fifth cases the fraud could be detected, but not in the first, second, and third, except some trustworthy person is appointed to the village, and a "khurda," or register of land is kept. The difference in the two years' ankra may be ascribed to these causes. In the villages of Ahmodur and Jamboowara cultivation of rice is alone made, and I hear that in the year 1846 a famine took place, by which they have suffered; but in 1847 it was not so, only that there was a slight decrease in the price of grain. In 1846 the rain, &c., was favourable to Kasseepoora. In 1847, I hear, owing to much rain, the cotton crop in this village had suffered, still the amount of deficiency is high, by which it appears that some fraud has been carried on, and if so, it can only be known by sending a karkoon to these villages to institute inquiries. No "rozmail" (daily cash), or "khatawaee" (ledger) is regularly kept.

In the amount of expenditure, under the head of "Gam Khurch," there is some doubt, the vyvutdar having kept no rozmail, or daily account; and there are many items in it which should be struck off, and regarding which an inquiry is necessary to be made.

The paruk has not produced the accounts for 1904 (A. D. 1847-48), and states that the villages were made over to the patells, agreeably to the ankra fixed. This he mentioned on the 16th February 1848. The particulars of the ankra are as follows:

	Rs. *a.* *p.*
Kassepoora - - - - - - -	3,001 - -
Jamboowara - - - - - -	501 - -
Amodhur - - - - - - -	1,601 - -
Seewai Juma - - - - - -	275 - -
Rs.	5,378 - -

On questioning the patells on the subject, they acknowledge to having taken the villages at the above-mentioned ankra. It appears that, afterwards, 200 rupees was added to the amount of Ahmodhur, which make a total of 5,578 rupees. The "kucha" accounts of these villages for this year have been received from the patells, but correct accounts have not

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not been prepared from them. According to the fixed ankra a small deficiency appears in the amount; but this year's produce has come up to the amount of the putta.

(C.)—No. 3.

Translation of a Memorandum, by Nursoo Luxmon, Native Agent, showing the Amount received from his Highness the Guicowar, on account of the Deficiency in the Villages granted on account of the Nemnook to the Pole's Family, from Sumvut 1896 to 1904 (A. D. 1839–40 to 1847–48), nine years, at 1,000 rupees per annum - - 9,000 rupees.

	Rs.	a.	p.	Rs.	a.	p.
Amount formerly received by the Pole from the Guicowar Government, as stated by his Highness, viz. - - - - - - - - -				1,341	9	3
Amount to be paid to the uncle of the Pole - -	709	4	–			
Paid to the Pole's creditors by his Highness - -	190	–	–			
	899	4	–	—		
This balance the Pole says he has not received. This sum, viz. *Rs.* 1,341. 9. 3, should, for the present, be kept in deposit, until an inquiry has been instituted, his Highness having been called upon for receipts of the parties to whom payments have been made -	442	5	3	—		
Payment should be made to Paruk Juggeevundass Kandass, agreeably to a writing passed by the Pole, from Sumvut 1902 to 1904 (A. D. 1845–46 to 1847–48), three years - - - - - - - - - -	-	-	-	3,000	–	–
After deducting these two items from 9,000 rupees, there remains a balance of - - - - - - - - - - - - -				4,658	6	9
Rs.				9,000	–	–

This balance is required to be paid to the paruk, on account of the Pole; but pending the inquiry into the accounts of the paruk, if the money is kept in deposit, there would be a loss in the interest, as the Pole has taken a loan from the paruk for which payment is due. The paruk has struck a balance against the Pole, in his account, up to Sumvut 1903 (A. D. October 1847), *Rs.* 15,532. 15, from which, if the above 3,000 rupees be deducted, leaves a balance of *Rs.* 12,532. 15. There is, therefore, no objection to pay the paruk the balance above shown, viz., *Rs.* 4,658. 6. 9.; but if this sum is at once paid to the paruk he will entertain hopes of his claim being fully paid, therefore, the paruk should be told, that as this money is for the years prior to his having entered into any transaction with the Pole, his Highness holding receipts of the Pole for those years, he should furnish a writing to the effect, that should the money be demanded by the Sirkar he should refund it. By taking such a writing from him, on which payment is to be made, he will show some desire to have his accounts settled.

(True translations.)
(signed) *Montagu Battye*, Assistant Resident.

(D.)

Translation of an Engagement entered into by the Patells, Mooljee Muckundass, Rughoonath Meetah, Dessaee Wullub, of Kaseepoora, with Gorajee Pole, dated 14 September 1844.

The following are the agreements which we are willing to abide by regarding the revenue of the villages of Kasseepoora, Amodhur, and Jamboowara, on account of the paga, from the year Sumvut 1901 to 1907 (A. D. 1844–45 to 1850–51), being seven years:

				Rs.	a.	p.
The revenue of these three villages, for the year 1901, is estimated at				6,001	–	–
From which must be deducted, on account of the annual enam, from						
Kasseepoora - - - - - - - - -	*Rs.* 100	–	–			
Amoodhur - - - - - - - - -	45	–	–			
On account of pagotee and shurpou to us as contractors	155	–	–			
				300	–	–
Leaving a Balance of - - - - - - - *Rs.*				5,701	–	–

which

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which we agree to pay without remission or deduction of any sort whatever. The expense of Girass, Hukdustooree, Mehta's pay, and provisions will be defrayed by us, for the following years, viz., 1902 to 1907, as above stated. We agree to pay the sum of 5,701 rupees annually, according to the above statement. We agree to pay the amount by the following instalments:

	Rs.	*a.*	*p.*
On the 2 Paush Shood (February) - - - - -	1,901	-	-
On the 2 Falgoon Shood (March) - - - - -	1,900	-	-
On the 2 Jeyst Shood (June) - - - - - -	1,900	-	-
Rs.	5,701	-	-

Until the termination of the period above specified, in whatever currency is in circulation at the time. The cultivation of these villages will be properly attended to; and for any profit or loss we are alone responsible.

2. For the regular payment of the instalments nisha security shall be furnished through the Resident, every October, in failure of which your kamdar, whom the Resident may have appointed, shall attach the villages, and collect the revenue; and if the collection thus made does not come up to the amount specified in the agreement, we will make good the deficiency. We are alone responsible for any fluctuation in the revenue, and will make good the amount specified in the agreement, for the period for which that agreement is made.

In excess of the above amount, whatever is due on account of the patells, as enam, girass, charitable expenses, huck dustoree, will be paid by us every year, and we will furnish you with their receipts, in failure of which the amount shall be paid to you; any other expenses connected with the villages will be defrayed by us.

Agreeably to your custom, we will recover half, or a proportion of the revenue, from the ryots, but nothing shall be exacted in excess of what is customary, and no injustice shall be practised. In the event of your wishing to examine the accounts of the villages, they shall be shown to you; and, on the expiration of this agreement, in the year 1908 (1852), the villages shall be restored to you in proper order. Security is furnished to this effect.

If within the period of this agreement one inch of land is either sold or mortgaged, we will make good the value of it, and be answerable for any fine which may be levied.

As the patells of Amodhur and Jamboowara have refused to enter into an agreement with regard to their villages, we have done so with their consent, and if within the period of this arrangement they agree to enter into the contract, we will make it over to them, but, without the permission of the Resident, we will not give it to any other party. In the event of the patells of Amoodhur and Jamboowara accepting the agreement, we are responsible that they abide by the terms specified above.

You may send and cut as much grass as you require for the paga from the meadows of Jamboowara, paying, of course, for the cutting of the same, and no objections will be made by us to your taking wood, as heretofore, from the villages.

Any fines which are levied on account of encroachment of land, or robbery of its produce, will be collected by us, and those levied on account of disturbances, &c., shall be paid to you.

If within the above-stated period any unforeseen accident occurs, we are alone responsible, and have no right to apply for remission; but if, on examining our accounts, it appears that we have been losers by this agreement, then, taking into consideration the district custom, it is expected that, through the Resident, you will make arrangements for granting to us a proper remission.

The above agreement we have written willingly, and in our proper senses, and do hereby promise to act up to the same, in failure of which this agreement will be cancelled by the Resident.

(signed) *Rugonath Meetah,*
Dessai Wullubdass, } Patells.

Witnessed by—
Damoodhur, Gomasta, of Kandas Wajee.
Humeer Vutka, Patell, of Amoodhur.
Bhugwan Kussul, Patell (written by Humeer Vukta).
Omsid Unnope, Patell, of Jamboowara.

(signed) *T. Ogilvy,*
Assist. Pol. Commissioner in Charge.

3 October 1844.

(True translation.)
(signed) Montagu Battye, Assist. Resident.

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(E.)

TRANSLATION of Extract from *Baba Furkey*'s Report regarding the Villages of Gorajee Pole; dated August 1848.

1. I WAS sent for by the Resident on the 24th of July 1848, and desired to inquire into the cause of the great reduction in the revenue of the Pole's villages in the years 1902 and 1903, upon which I sent for the numerous accounts connected with the pagah and villages, and have now the honour to report the result of my investigation.

4. On examining the account of grain I find that the daily expenditure is not specified; neither has the grain for horses absent on moshul or other duty, &c., been accounted for for four or five years. A balance in the Pole's favour remained in the hands of the paruck, in which case he ought to have laid in a supply for the year, when a favourable opportunity occurred, instead of which he purchased grain every month at a considerable cost, the price of which here and there specified is in excess of the bazaar rate; but the account has been so irregularly kept, that the correctness cannot be properly tested. In my opinion, therefore, I think a hundred kulsees of grain per mensem would be a fair proportion for the 21 horses, which I have included in the separate statement; but from the paruck's account of grain for the last eight years, the sum of *Rs.* 1,142. 3. 6. appears in excess of the quantity which I consider sufficient.

5. The grass account also appears to me very exorbitant, because from the time the pagah was established, it has been chiefly employed in the districts; and for the few horses stationed at Baroda it is impossible that so much grass could have been expended. For seven or eight months in the year it is the custom in all pagas for the ghorawallas to cut grass for the horses in the districts; and on examining the accounts of the different thanas, such appears to have been the case with this pagah; but even allowing for the forage of cattle and for any grass which may have been given to persons in Baroda, an excess of what I consider a fair proportion (as shown in the statement) amounts to *Rs.* 2,046. 15. 3.

6. The yearly account for horse-gear, &c., also strikes me as being very high, and the several articles mentioned in the list could not have been required for the pagah; the estimated expense under this head will be seen in the statement, and there is an apparent excess of *Rs.* 730. 12. 3. in the paruck's account.

7. The item for horse massulla is not clearly specified, and the articles which are in places mentioned are more calculated for the use of men than horses; but allowing that this mussalla was actually necessary, in the event of horses being overworked or out of condition, &c., the sum mentioned by the paruck could not have been expended. I have given what I consider a fair allowance for this item in the statement, which is exceeded by the paruk to the amount of 354 rupees.

8. The dates of enlistment and discharge of the person belonging to the pagah are not specified; neither is there any mention made of the casualties which may have occurred by death, &c. The total amount of the abstract is all that is given, and only on one or two occasions are the names specified: it is therefore impossible to form an opinion as to the correctness of this charge.

9. The amount claimed by the sowkar on account of interest and munotee amount to *Rs.* 4,057. 8., but in the absence of a detailed statement showing the rate of interest charged, this item cannot be tested. Jugjeewon Kandass' accounts are now under review in the Residency Office, and any discrepancy which becomes apparent should be deducted from the above sum. This debt having been guaranteed by the British Government, the charge of *Rs.* 324. 8. on account of sirpow should not have been made.

10. No objection can be made to the money expended on the several festivities, &c., there being no fixed sum laid down for these occasions; and the Pole seems to have distributed whatever amount he thought proper.

11. The pagah accounts strike me as being very exorbitant, considering it only consists of 21 horses; that belonging to Ohmed Khan Godrakur consists of 20 horses, for which he enjoys nemnook of 4,800 rupees from the Guicowar, with a deduction of 300 rupees on account of potdaree, &c. Both these pagahs, I remember, were established by Mr. Sutherland in the same month. The Pole's nemnook exceeded that of Ahmed Khan's by about 2,000 rupees, and when the pagah of the former was reorganised by the Resident about the end of Sumvut 1895 (A.D. 1838/39), the sum of *Rs.* 14,287. 8. for the two previous years, Sumvut 1894 and 1895 (A.D. 1838 to 1839), was received from the Durbar, which enabled him to purchase horses. On the other hand, Ahmed Khan, receiving no assistance from the Guicowar Government, was obliged to borrow 4,000 rupees to meet the expenses of the pagah; he shortly afterwards died, and his son having no other course to pursue, paid a nuzerana of 3,000 rupees to the Durbar, and carried on the duties of the pagah. The amount of interest on these two sums, amounting up to this date to about 4,500 rupees, has been adjusted from Ahmed Khan's pay, and the duties of the pagah are properly conducted; he has, like the Pole, a large family to support; but with the exception of the original debt of 7,000 rupees, he is not involved; whereas the Pole, after having expended the money received

from

from the Durbar and the village revenues, is in the sowkar's debt up to Sumvut 1903 (A.D. 1846/47), to the amount of *Rs.* 15,532. 7. 6., as shown in the detailed statement herewith forwarded.

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12. In the village accounts for the year 1900, A.D. 1843/44, Kandass Wagjee has written off 194¾ kulsees of dhungur as unsold, the value of which, amounting to *Rs.* 1,679. 11. 6., he has deducted from the balance of the village revenues, and credited under the head of "Dhungur in hand;" of this grain 100 kulsees were sold in the 1901 (A.D. 1844/45), for *Rs.* 795. 5., which was credited in the accounts for that year, in which the sowkar struck a balance against the Pole for *Rs.* 2,257. 15. 9. For that year the Pole gave a puttah for the three villages for 5,701 rupees; but in the paruck's accounts only 3,801 rupees was credited, and the 1,900 rupees is nowhere accounted for; the business of the Pole's pagah, from the year Sumvut (1902 A.D. 1845/46), (when Sir R. K. Arbuthnot was Resident), was placed in the hands of Jugjeewan Kandass; but there are no documents to prove whether the balance due by the Pole to Kandass Wagjee was ever settled or not. On questioning Nursoo Punt on the subject, he furnished me with two yads on the 16th of August 1848; one being a detailed account of the sum of 1,900 rupees, and the other showing the settled amount claimed by the Pole against Kandass Wagjee. From this document it appears that Pole objected to some of the items of the paruck's account, which were inquired into by Sir R. K. Arbuthnot, and decided against the sowkar. Against one of the disputed items it is written that the paruck denies having fixed the price of the dungur, and that it was kept because nobody would buy it; but as the paruck cannot prove that he reported this circumstance either to the Resident or the Pole, it was decided by the Resident that the rent of the place where the grain was kept, and the price of the remaining dhungur, with interest, amounting to *Rs.* 415. 4., should be made good by the paruck, which was done accordingly. This was a just decision, because the paruck failed to report the circumstance; but on examining the papers connected with this pagah, several instances of this kind have become apparent, by which considerable loss has been sustained, in consequence of their not having been brought to the notice of the Resident.

13. The produce of the villages of Kasseepoora, Amodhur, and Jumboowara for the year 1903 (A.D. 1846/47), is stated by the wyvutdar to be very deficient; but no inquiry can now be made regarding it, because in these villages there is no regular system of collecting the revenue by beegahs, or specified arrangement with the ryots. When the grain is ripe, the amount to be collected is ascertained, or after the harvest it can also be calculated in the same year; but now it is impossible to ascertain the fact, and no satisfactory information can be obtained on the subject from either the pagadar or patells, because they would be obliged to make good the amount according to the contract; and as they have all been implicated in this system of robbery, they will not produce the proper accounts. Such is the rascality which has become apparent, and I will now endeavour to point out how it has been carried on.

1st. The patells of Kassepoora have established between 35 and 40 families of Sindees in the village, to whom they have sold and mortgaged land; and on the plea of having disposed of it in this manner, the patells themselves receive the produce. Some of the land has also been pronounced as belonging to other people. The system in villages of this description is, that all the grain produced should be collected in the khullee; but there being several Sindees in this village, the patells and ryots are all concerned in a system of robbery, and keep the grain in their own fields and houses; and in the event of this grain being claimed as belonging to the sirkar, they declare it to be the produce of the land purchased by them. This is the system which I found to have been carried on, upon which I sent for Patell Govind Norrotum, of Kusseepoora, and his deposition was taken before Mr. Battye, on the 23d instant.* He said that he could not give information, as it would cause ill-feeling between his companions and himself, but that when the management of the village was in the hands of the sirkar, he would tell everything he knew. I then persuaded him to give all the information in his power; and on the 24th instant he made a statement before Mr. Battye to the effect that the revenue of 14 koombas of land was not credited to the sirkar, and for the robbery of grain by a kolie, which was satisfactorily proved, no compensation had been recovered; that a portion of the sirkar's land had been marked off as belonging to other people. I have examined the accounts for the years 1902, 1903 (A.D. 1845/46 and 1846/47), which the wyvutdar has furnished, written by the metah; but the daily accounts and detailed statements have not been produced; and on examining the four chopras furnished by the patells and tullatees, for two years, it seems that they are not the original accounts, but have been made up with a view to show a deficiency; and on desiring them to produce the documents from which they made their collections, they replied that they had no others than those already produced; but it is quite impossible that the revenue could have been collected from the papers which were shown to me. The accounts of the villages in the neighbourhood belonging to the Guicowar were called for by the Resident, at my request, from examining which the produce of this village for the year 1903 would necessarily be less than that of the former year, though not to the extent mentioned by the wyvutdar; a deficiency of 500 rupees may have occurred in the cotton, &c., but the other losses specified appear to be incorrect.

* Appendix to (E.)

2d. The chopras of the Amoodhur village for the years 1902 and 1903 have been furnished, and on my desiring the metah to produce the daily account, he replied that no regular chopra had been kept, but that the papers had been given to Russiekram Wyvutdar,

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but they are not contained in the list which the wyontdar received from the mehtah, and it is not customary to keep these kind of accounts on separate papers; but this is the excuse they give for pronouncing the deficiency of the villages. Moreover the chopras which the patells and tulatees have produced are not framed according to the usual custom, and appear to have been newly made up. Consequently I sent for the patell, Morar Dajeet, Nuthoo, &c., to inquire about it, but they are such ignorant people that they could give me no information as to how much grain was produced in the year 1904 (A.D. 1847/48), or which quantity had been made over to the sirkar, and how much they themselves had received; and on my asking them what amount of fines had been imposed upon them by the wyontdar, during the year 1904, they showed the amount by grains of grain, from which I made a list, and showed it to Mr. Battye. On comparing this with the statement of fines furnished by Russiekram, the wyvutdar's gomashta, a great difference became apparent. From this account of fines it appears that Patell Humeer, who now has the management of the village, is in league with the wyvutdar and Gorajee Pole, and that they secretly benefit themselves. From an examination of the accounts of the neighbouring villages belonging to the Guicowar, there does not appear to be good cause why so great a deficiency should have occurred in the revenue of Amoodhur.

3d. The produce of the village of Jumboowara for the year 1903 (A.D. 1846/47), compared with that of the neighbouring village belonging to his Highness, does not appear correct; and at the time of Kandass Wagjee the revenue of this village was never so small as it is now stated for Sumvut 1902 (A.D. 1845/46), viz., *Rs.* 97. 1. 6. For these two reasons, therefore, I do not think the accounts furnished by the wyvutdar are to be depended on.

From the above circumstances you will be able to judge as to the cause of the deficiency of the revenue of these three villages.

14. On examining the annual expenses of these villages, the accounts for the two years furnished by Jugjeewan Kandass exceed those of Kandass Wagjee.

15. On examining the chopras for 1903 (A.D. 1846/47), it appears that some of the grass from the village of Jumboowara had been made over by the Pole to Russiekram and Sumputram; but in the deposition of the former, taken on the 31st of August 1848, before Mr. Battye, he states that the expense of cutting and carriage of the grass was paid by him, and not included in the pagah expenditure; upon which he was told that if such was the case, he must produce the chopras in which this item was recorded: to which he replied that he had not kept an account; that the cart-hire had been deducted from the money due by the villagers to the Pole; that the expense of cutting was included in that belonging to the Pole, and that for the quantity used by him he paid for; but it is very evident that if such had been the case, he would have entered it in his private account, which it is usual to keep; therefore I imagine that the money was never paid. In the account of the village it does not appear that cart-hire had ever been adjusted; and on questioning Bappoo Babajee Carkoon, belonging to the Pole, as to the 36,225 poolies of grass, mentioned in the chopras of 1903 as having been made over to Russikram and Sumputram, belonged to Gorajee Pole? he replied, that he did not know what arrangement had been made between them, but that he had written it in the chopra as directed by the Pole. I then asked him how it was that when I yesterday inquired about the grass, he replied, that the Pole had desired Russukram to build a stack near the fakeer's abode, and that when the grass at the Pole's house was expended, they commenced using the other stack; whereas, to-day, he states that he entered the grass in the chopras in Russickram's name, according to the Pole's order; to this he replied, that he certainly did say so yesterday, but that he was not fully aware of the circumstances of the case; and on my asking him if the reason of his denying his former statement was in consequence of the Pole or Russickram's being angry with him, he said that he thought the grass had been stacked near the fakeer's abode. From the above depositions, and the statements of Gorajee Pole and Kasseeba Pole, it appears that none of them agree, and that no dependence can be placed on what either the Pole or Russickram state. I am quite convinced in my own mind that the grass which was taken by Russickram all belonged to the Pole.

16. In Jugjeewan Candass' account for 1903 (A.D. 1846/47), there appears an item of "*Rs.* 50. 8., cart-hire for grass conveyed from Jumboowara to Sowkaira in 1902," but at that time there was no grass remaining, and this item is evidently an imposition.

17. It appears from the chopras of 1903, that 4,460 of grass was received by the Pole from Sumputram's stack, near the fakeer's house; but on examining the account, these items seem to have been lately entered with a view to substantiate the statement which the Pole made before Mr. Battye, that he had borrowed about 10,000 of grass from Sumputram.

18. In Kasseeba Pole's deposition, taken on the 18th August 1848, it is stated that in the years 1903 and 1904 some cart-loads of grass belonging to the Pole had been given to Dinker Kessho, a carkoon of the Rewa Caunta Agency; and in the statement which Gorajee Rao Pole made on the 25th August 1848, before Mr. Battye, he says, that of the grass which he gets from Jumboowara he gives 1,000 to the carkoon Dinker Kesshow, the cost of which in the first instance is paid by him, and that he afterwards receives the money from the carkoon; that if the entry is made in his private account he will produce it. This

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This account was accordingly brought by one of his karkoons, named Bappoo Ballajee; but there is no entry of money having been received from Dinkur Kesshow. In the account, however, of the pagah expenditure, for the year 1903, there is an item of 1,000 of grass having been made over to the Carkoon Dinker Kesshow, and in the year 1904 a further supply of 750 poolies to the same individual. The karkoon was sent for to give his deposition, but he was unable to attend in consequence of sickness. From the abovementioned documents, however, it does not appear that Dinkur Kessow had ever purchased any grass from the Pole.

19. The patells of the villages of Kasseepoora, Amodhar, and Jumboowara appear to have sold and mortgaged land both before and since these villages were made over to the Pole. Without examining the documents, it cannot be ascertained whether it is correct or not, and an increase of revenue will not be obtained. If the numerous grass meadows in the village of Kasseepoora were cultivated, it would add greatly to the produce, and the frequent complaints now made regarding the deficiency of the villages would be removed.

(True translation.)

(signed) *Montagu Battye*,
Assistant Resident.

Appendix to (E.)

TRANSLATION of the Deposition of *Govind Nurotum*, Patell of Kassipoora, dated 23 August 1848.

Question. How do you account for the deficiency in the revenue of your village during the year 1903 (A.D. 1846/47)?—*Answer.* Gorajee Pole formerly entered into an agreement with me and three other patells to receive the sum of 3,300 rupees for the year 1902. Afterwards Girdur Parek, goomasta of Jugjeewun Kandass, came and told me that if I could make the produce of the villages exceed that sum, he would give me service on the same terms as Kandass Wagjee used to do; upon which I showed him how could I increase to 4,250 rupees, and we entered into an agreement. Instead, however, of paying me the 100 rupees which he promised, he divided it amongst the other patells, for which reason I took no trouble about the revenue of 1903, and a deficiency has consequently taken place; the havildar of the village does not understand his duty, and does not know what ground belongs to the sirkar, so that the produce has not been properly collected.

You patells enjoying enam and grants of land, how is it that you did not take care of the village revenue?—The other huvaldar was a kolie, named Bappoo Govindia, who did not take proper care of the revenue, for which reason we patells asked Nurotum Mehta to discharge him; but as the kolie threatened to burn our houses if he was turned off, he was allowed to remain. As we patells were all friends, we never informed against one another, but why the mehta did not discharge the havildar I know not; in the year 1903, in consequence of the heavy fall of rain, some of the cotton was spoiled.

Do you know of anybody in your village who, on the pretence of land belonging to the sircar having been sold, enjoys the produce himself?—Such is the case, but if I was to give you information, it would give me to ill-feeling between the other patells and myself; therefore I cannot tell you now; but when the management of the village is vested in the hands of the British Government, I will tell you all I know.

(signed) *Govind Nurotum*,
Patell of Kassipoora.

Before me, this 23d August 1848.

(signed) M. Battye,
Assistant Resident.

TRANSLATION of *Patell Govind Nurotum's* Deposition, taken on the 24th August 1848.

THE following is a statement of the sircar land which has been appropriated by the undermentioned persons during the year 1902 and 1903, and the produce of which they have stolen.

Scindee Ali Sullaman purchased four koombas of land from Patell Mooljee and Rugoonath, in which Dessaee Putell had a share.

Putell Mooljee Mukkundass has taken possession of four koombas of the "Bugunwalla" (the name of the fields) land.

The same putell enjoys the produce of land, said to belong to a fukeer of Dhakore.

Putell Dessaee has taken two koombas of Tulwana land.

One koomba of land, in which Putell Narun has a share, has been sold to Jemadar Jugmalby Putell Rugoonath.

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Two kambas of land, formerly belonging to Sevcurur Narrao, the produce of which, previous to 1902 (A.D. 1845/46), was collected on account the sirkar, is not done so now.

Kolee Bapoo Govindia, who was formerly havildar of the village, stole grain from the "Khullee" in Sumvut 1903 (A.D. 1846/47), which was reported to the mehtas Babajee and Nurrotum, and proved to be the fact; notwithstanding which he was neither fined nor made to pay compensation.

Putell Mooljee Mukundass neglected to cultivate 35 koombas of the sirkar land, but kept it as grazing ground, and thereby caused a loss to the Government.

Putell Dessaee Vullub was guilty of the same negligence with regard to 20 koombas of land.

Putell Rugoonath Mehta allowed six koombas of land to lay waste in the same manner; as did also Putell Govind Nurrotum six koombass, and Putell Narun six koombas.

The above statement is correct.

(signed) *Govind Nurotum*, Putell.

Before me, this 24th August 1848.

(signed) *M. Battye*,
Assistant Resident.

(True translation.)

(signed) Montague Battye,
Assistant Resident.

No. 335.

MINUTE by the Right Honourable the Governor, concurred in by his Excellency the Commander-in-Chief and the Honourable Mr. *Reid*.

1. IN para. 2 to 13 of this Report, Colonel Outram explains the reasons which obliged him to obtain the assistance of Venaik Moreshwar, a person not in the employ of Government, in investigating the claims of Paruck Jugjeewun Kandass against Gorajee Pol, who is a pagadar of his Highness the Gackwar, holding our guarantee. I am of opinion, that with his suspicions excited, Colonel Outram was justified in making use of extra aid in prosecuting his inquiries into this case; but I consider that he greatly erred in seeking it from a person whose employment, in a political office, had before been forbidden by Government; a procedure which shows that he could not have examined the records of his office, in which the former correspondence concerning this person existed.

2. With reference to the 14th para., I consider that we must hold the banker bound by the terms of the agreement under which a yearly expenditure of 5,412 rupees may be admitted, as well as such arrears, according to the agreement, as may be proved to have been paid. We have nothing to do with any other payment which he may have made to the pagadar.

3. We also must consider the annual amount of the seven years' lease to the patels, as the yearly revenue received by the banker, viz., 5,700 rupees. Thus, according to the Resident's calculation, Gorajee Pol will be on the two years a creditor to the amount of *Rs.* 278. 5. 5. As there are said to be, however, other advances made to Gorajee Pol, he should be informed that the Government decide that this sum is at his credit with the banker. He may be left to recover, or allow it to be carried to his account, as he pleases. I do not think Government bound to recover it for him, as it is evident that much of the embarrassment of the case has been caused by his connivance or imbecility.

4 Colonel Outram's proceedings, as reported at the commencement of the 16th para., and his suggestion for making the patels abide by their seven years' contract, may be approved.

5. With reference to the 17th para., Colonel Outram may be informed that if there are no other claims against the pagadar than those discussed in this report, the arrears of the payments from his Highness the Guicowar may, to such extent as he may report advisable after defraying the arrears guaranteed to the banker (the amount of which should have been specified), remain in the Treasury, as a fund wherefrom to meet the expenses incurred annually, previously to the realisation of the revenues.

6. Colonel Outram has represented the conduct of the Native Agent, Nursoo Lukshmun, in this affair, as also in that of Govind Rao Guckwar, as open to the

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the gravest suspicions, either of apathy and disregard of his duty to Government, or of culpable collusion with fraudulent and unprincipled parties.

7. I think it is due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this presidency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant for three lives of a village of the annual rental of 1,200 rupees, that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted; and that if any doubt still remain, opportunity should be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

8. I am informed, by my colleagues, who have had great experience of the native character, as displayed in connexion with the administration of the Government, that it is observable that while there may be very many cases which ought to induce honesty and good faith for their own sakes, there is at the same time an almost insuperable difficulty in fixing with precision, and with a certainty which leaves no doubt upon the mind, whether a public officer, accused of a dereliction of the path of duty, is a real culprit, or the victim of misapprehension and conspiracy.

9. This renders it the more necessary that natives high in office, especially those whose characters have hitherto been irreproachable, should not be condemned on bare assumption or suspicion; that charges should be fully and openly stated to them; that the characters and motives of their accusers, and of those whose agency is employed to convict them, should be known and appreciated at their true value, and that every facility should be afforded them of defending themselves.

10. In all Government offices, there is a spirit of rivalry and contest for power and influence, which while they may act beneficially as holding out to evil-doers the fear of detection, often lead to unjust accusations, and sometimes, perhaps, to unmerited punishment. In no place is this spirit more likely to be found than at Baroda, which has long been notorious as a very hot-bed of intrigue and villainy. I am told that Nursoo Lukshmun was in vain urged by his European friends on these grounds to abandon the idea of taking service at Baroda, and the result has been as those friends anticipated.

11. We ought, I think, as much as circumstances permit, to try Natives and Europeans by the same rule. Although a native may not, from the nature of his education, be imbued with the strict principles which we, from infancy, hold sacred, yet there cannot be one among those who have been any time in our service who does not well know by what standard of morality his conduct must be regulated. If Nursoo Lukshmun be found to have betrayed the trust reposed in him, or done wrong from pecuniary or other unworthy motives, I would not hesitate to punish him as I would an European officer in a similar position.

12. I have freely taken advantage of the counsels of my civil colleagues on this occasion, and my views of Naroo Punt's conduct, at first unfavourable to that functionary, have been modified by their opinions, especially by the cogent arguments of the Honourable Mr. Reid, and differ very materially from those of Colonel Outram. I therefore deem it right to enter into some detail respecting them, and shall commence with the case of Gorajee Pol.

13. The gravamen of the Resident's charge in this case is, that Nursoo Punt did not assist him as he ought to have done in the investigation of this affair, whether "from apathy and most blamable carelessness or culpable collusion with the Paruck in the frauds the latter has been carrying on." I have most carefully gone through the papers before us, and I can find no sanction whatever for either the one or the other of these charges.

14. Colonel Outram views the office of Native Agent, and the duties required of him, in an erroneous light. He would render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but what

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what the Native Agent dictated to him. This is very apparent throughout his examination of Nursoo Punt, of the 26th August.

15. I think the answer given to the queries by Nursoo Punt are quite satisfactory. He seems to me in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. I may not agree with him in his opinion as to the necessity or expediency of relieving the Patels from their seven years' engagement, or granting them more favourable terms. But I see nothing to blame in it, and I dare say many persons, if they thought the terms too hard (and Furke's report, para. 13, art. 1st, admits that there were losses), would have deemed it right to make some abatement. Indeed, this is contemplated in the lease itself, in the concluding clause of which it is particularly specified that if, on an examination of accounts, it appears that the lessees are losers, the Resident will grant a remission. This fact, I observe nowhere noticed in the Resident's proceedings.

16. But the question of the rent of the villages, so far as the Patels are concerned, is a matter wholly foreign to the principal subject, which is, the state of the account between Pol and the Paruk. The bond of the 14th January 1846 distinctly lays on the Paruk the obligation of maintaining the leases. He might make with the Patels any arrangement he pleased, still he was answerable to Pol for the whole sum; and I cannot see that there was the slightest necessity for any inquiry into what the Paruk really got from the villages, nor for any investigation into their arrangement, so long as the Patels did not themselves complain of extortion or any violation of their contract, or the Paruk of being unable to realise his dues.

17. Furke's Report, of August 1848, if true, shows that the villages are mismanaged; probably they are so, but this is irrelevant to the question before us; and how any portion of that report reflects on Nursoo Punt, I am quite at a loss to understand. It was no part of his duty to manage the village, or to see that the contract was observed, that the Pol was not defrauded, or that the village lands were not alienated.

18. Nursoo Punt may have conscientiously thought that the village lease was far too high a sum. He did not make those minute inquiries (nor could he be expected to make them) which Furke carried on; but reasoning generally from what the parties may have stated to him, he might, without any imputation of fraud, have formed that opinion. But, as I have said before, this is quite a matter of indifference. If the Paruk chose to relieve the Patels from their contract to pay 5,701 rupees annually, this could not relieve him from the obligation to give Pol credit for that sum.

19. Colonel Outram alleges, in para. 7, much to the discredit of Nursoo Punt, in regard to what is termed the cancelling of the lease, but I cannot concur in his reasoning. The lease, in reality, is not cancelled; it is in force to this day. It cannot be cancelled without the sanction of the Resident, and that has never been given. I see no reason for believing that this fact was not as well known to the Acting Resident, Mr. Andrews, as to the Native Agent. The lease was, by the Pol's bond of the 14th January 1846, placed in the Paruk's hands. If he chose to "relinquish the security," this was his business. So long as he did not complain to the Resident that the Patels did not furnish security or pay the full amount; there was no necessity for the Resident, or any one connected with the residency, to know whether the lease was enforced or not.

20. And even if Nursoo Punt was informed of the facts of its being so (which, however, is a mere assumption) this is no crime. He affirms (*vide* answer to Query 24) "that it has always been customary to transact business in their (the Resident's) presence; and the Native Agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say, was said before the Resident," &c., &c. I believe this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the Native Agent saw everybody and knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption that he concealed it from fraudulent motives.

21. As

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21. As regards the account between Pol and the paruk, I quite concur in the decision which Nursoo Punt advocates. He distinctly says that the paruk cannot claim the Government guarantee to any sum beyond that advanced by him to Pol for the payment of arrears due for the expenses of the paga, and the annual sum of 5,412 rupees. It is true the amount of arrears is not given in the bond; it ought, undoubtedly, to have been so; but to provide for this was the duty of the Resident, and not of the native agent, who declares (and I see no reason to doubt his word) that the whole transaction was conducted by Sir R. Arbuthnot in person. It is unfair to impute blame to the native agent for the Resident's acts or omissions.

22. The paruk claims a large balance from Pol for sums advanced annually beyond the stipulated amount of 5,412 rupees. Nursoo Lukshmun distinctly states that for this the British Government is not guarantee (*vide* answer to 17th Question, at its conclusion). In this, I can see no desire to aid the paruk in an unjust demand.

23. Colonel Outram dwells much on the obligation which the paruk had entered into in the bond not to expend a rupee beyond a certain sum, 5,412 rupees, *vide* para. 6 of his letter, in which he further states, "neither does the native agent in his report, nor did he even do so verbally, bring to my notice that the paruk was pledged in his bond to limit the expenditure to 5,412 rupees."

24. After reading the bond very carefully I can find no such stipulation or pledge. The paruk binds himself to pay yearly for the expenses of the paga 5,412 rupees, but there is not a syllable of pledge that he will not advance a single rupee more. The native agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of 5,412 rupees was the minimum amount which the paruk bound himself to expend, and the maximum amount for which Pol's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more he became a mere ordinary creditor of Pol for the excess.

25. Whatever were the conditions of the bond, Colonel Outram was as able to know them as Nursoo Punt himself; the bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nursoo Lukshmun, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it, or that he would have been so egregiously blind as not to see, that if, from any improper motive, he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected.

26. How far Pol is liable for sums which the paruk can prove to have been paid, or by his authority, beyond the arrears and the annual sum of 5,412 rupees, is another question. For the recovery of such excess, the paruk clearly can claim neither the interference of the Resident nor the possession of the villages. But he is not prohibited from urging his claim before a competent court. We should not, probably, as we are bound to maintain the efficiency of the paga, permit any tribunal, if it thought the demand against the Pol just, to interfere with the management of the villages assigned for its support, but we could not object to its liquidation from any other property that Pol might possess.

27. On these grounds, I cannot see any great impropriety in Nursoo Punt's suggestion, that any sum really due to the paruk beyond the 5,412 rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If Pol really owed such a balance (and this Colonel Outram does not doubt, *vide* para. 14), he might justly have thought that it should be paid, although there were no guarantee to it. This would have been at least a better mode of disposing of the money received from the Durbar than to make it over to Pol, who would at once have squandered it; and it is solely from a wish to avoid any interference in unguaranteed affairs, that I propose, when the expenses alluded to in the 5th para. of this Minute shall have been provided for, that the balance be made over to Pol instead of his creditor. Should any competent court make an award against him, I should hold

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hold the remainder of these balances available in liquidation of it, in preference to pay them to Pol.

28. Matters might have been better conducted had the villages been managed by the Resident; but so long as the paruk is considered bound to give Pol credit for the amount of the seven years' lease, it is clear, as urged by Nursoo Punt, and admitted by Colonel Outram, that we could not effect this without a previous settlement of the paruk's claims. In fact, his consent was obviously necessary to the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

29. When Colonel Outram asked Nursoo Punt why this arrangement had not been carried out, he stated this objection, and also that it was requisite previously that the answer of Government should be received as to the exact amount available from the arrears of the 1,000 rupees per annum paid up by the Guikwar. This second reason Colonel Outram stigmatises as a mere excuse for delay; to me it seems a valid reason, because until that answer was received, the account between Pol and the paruk could not be adjusted. I see nothing suspicious in Nursoo Punt's having advanced it.

30. I can find nowhere throughout these proceedings any admission by Nursoo Lukshmun of the correctness of the paruk's account of the sums disbursed by him to, and by order of, Pol. Colonel Outram does not allege that Nursoo Punt ever examined them in detail. I understand them, indeed, to have been received from the paruk subsequently to the Resident's suspicions having been excited. Had Nursoo Punt examined these accounts, and proposed to allow the paruk credit for objectionable or unreal items, then there might have been some reason for doubting his uprightness.

31. Although I am of opinion that Colonel Outram, with his suspicions excited, was justified in employing another person than the native agent in the investigation, I am of opinion that his grounds for suspicion were unsound, and that it is, therefore, much to be lamented that he entrusted to another a duty which he ought to have required him to perform. His integrity would have been fairly tested, had he been entrusted openly, and with that confidential expression of his own views which is due from a Resident to a native in such a situation, with the scrutiny into the paruk's account.

32. On a careful consideration of the circumstances of the case, I cannot but look on the whole proceeding with distrust; and after a careful consideration, I think there are, as shown in the papers before us, not sufficient grounds for any suspicion that, in this affair of Gorojee Pol, Nursoo Punt has acted otherwise than as a faithful servant of Government.

33. I now proceed to the case of Govind Rao Guikwar's debt to the firm of Hurree Bukhtee, reported in Colonel Outram's letter, No. 209, of the 31st August 1848.

34. The charges against Nursoo Punt, arising out of this case, are:—

1st. That his report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2), and, to cite Colonel Outram's words, in para. 6, "he neglected to point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is."

2d. That he did not produce or allude to the accounts marked (E.) & (G.), which had previously been given in by the sowkar.

35. Nursoo Punt's report (B.) is simply a statement of the facts of the case. I do not find that in it he committed himself to a single opinion. It by no means bears the character that the Resident gives to it (para. 2), as embodying Nursoo Punt's views on the demand. It is true there is an omission in it, to notice the two memoranda received from Huree Bhugtee (E.) & (G.), on which I shall remark hereafter. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In his answer to the first question in his examination of the 31st August (D.), Nursoo Punt gives a somewhat

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what different complexion to the affair. He was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment.

36. In his examination (D.) his opinions on the transaction are to be found. He would at once unravel the intricate knot by giving as interest only a sum equal to the amount of the principal; an opinion in which, on a careful consideration of the case, Government has concurred. After this it appears to me quite unnecessary to go further to decide on his connivance at a fraud, or his collusion with the firm. This fact seems at once to acquit him of all participation in the injustice which the firm may have desired to perpetrate.

37. On the second charge, Nursoo Punt admits that the documents (E.) & (G.) had been received in the office at the period of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844), had escaped his memory. He gives a detailed account of the search being made for its discovery, and that of the memorandum of 1842, and he attributes the difficulty of finding them to the impossibility, with the existing establishment, of keeping the duftur in proper order, and registering all the documents received.

38. This story is plausible. The question is, whether it is true. Colonel Outram (para. 5) admits the possibility of its being so, but took no steps to ascertain the fact. There is no examination of the karkoons as to the circumstances of the search, and no explanation whether the duftur is in the state alleged, and whether, from the inefficiency of the establishment, it is necessarily so.

39. We have before us the bare fact that the documents were missing, and were subsequently discovered. Were there the slightest grounds for suspecting collusion between Nursoo Punt and the firm, I should not hesitate to view it with some suspicion. But the only circumstance we know bearing on this point at all, viz., his suggestion that no interest should be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

40. Under these circumstances, and considering the high and honourable character which Nursoo Punt has ever borne, I do not hesitate to express my belief of his statement. I should be sorry that my own character depended on my recollection of an isolated document that may have passed through my hands three years ago. And I cannot think that such a want of memory, as he has unfortunately displayed, should of itself suffice to brand him with ignominy, and to neutralise the merits of a long and unblemished service.

41. I have remarked at unusual length on these cases, because it is an easy matter, and requires but few words, to cause imputations on a native servant, on general considerations to declare him fraudulent and untrustworthy. But in inquiry into such imputations, an entry into minute detail is sometimes unavoidable, and even desirable; much time and labour has been required in weighing the justice of the inferences drawn from recorded facts.

42. The characters of native servants of high rank and standing in the service, ought to be objects of the peculiar care of Government. We should not admit of their being assailed lightly, or on grounds not shown, after severe scrutiny, to be sufficient. It is well known that natives consider our service as a sort of lottery. The tenure of a servant, however long or meritorious his service may have been, is held to depend on the fortuitous circumstance of who may be at the head of his office. A new Resident is appointed; then comes a struggle of parties; those at the head of affairs striving to retain their influence, and others to dispossess them, until either the influence of the one party is confirmed, or that of the others established in its place. It is greatly to be regretted that such is the feeling prevalent, but as it unquestionably is so, we cannot be too cautious in avoiding all proceedings which may seem to confirm its correctness.

43. In conclusion, so far from concurring in Colonel Outram's opinion, I think the examination into the cases before us has removed from Nursoo Lukshmun all suspicion of misconduct of any kind, so much so, that I consider it unnecessary even to inform him of the nature of the imputations cast on him (which

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seems not yet to have been intimated to him), or to call for explanation on any single point in these transactions.

(signed) *Falkland.*
W. Cotton.
28 December 1848. *L. R. Reid.*

No. 336.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Right Honourable the Governor and the Honourable Mr. *Reid*.

1. I HAVE carefully perused and considered the whole of these proceedings, and rejoice to be able entirely to concur in the view which our Right honourable President has taken of the conduct of Nursoo Luximon, the native agent at Baroda, in the two instances in which it has been called in question by Lieutenant-colonel Outram.

2. I say I rejoice at being able to arrive at the same conclusion; because it would have occasioned me deep regret to find that one who had served so long and faithfully in the Revenue Department, who possesses the highest testimonials of character from every officer under whom he has served, and who, in consequence of his merits and services had obtained a special and honorary grant in land from the Honourable Court of Directors, had betrayed his trust, and forfeited his high character, so soon after his transfer to another department.

3. With antecedents like the above, the strongest evidence ought to be adduced before we consider the native agent guilty of the misconduct imputed to him. Instead of this, however, I find that the charges preferred against him are almost entirely based on suspicion and surmise created in the Resident's mind, in consequence of the manner in which he performed certain duties entrusted to him.

4. And I would remark that the Resident appears to me, especially in the case of Goragee Pol, to have exacted from the native agent a duty and responsibility of a very unusual nature; one, in fact, which ought more properly to have devolved either upon himself or his assistant. When, moreover, the Resident was dissatisfied with the manner in which the duty had been performed, the native agent was subjected to a most searching cross-examination, from which I am bound to state he escaped without any criminatory matter being elicited against him. His replies* to the Resident's interrogatories appear to me to be candid and straightforward, not those of a guilty man.

5. I deem it unnecessary to enlarge further on the grounds of my opinion that the native agent has not forfeited the high and unblemished character which he has hitherto borne. It is impossible, I conceive, to resist the strong grounds in favour of his innocence urged in our Right honourable President's Minute.

6. With respect to the employment of Venaick Moreshwur Furkey, in investigating Gorajee Pol's accounts, I am of opinion this was both improper and injudicious, not only under the recorded opinion of Government, that this person was not eligible to be employed† in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a referee on any matter in which the native agent was concerned. Venaick Moreshwur was not only a rival candidate for the office of native agent when Nursoo Luxmun was appointed in 1844, but now aspires to succeed him in the event of his removal. In fact, notwithstanding the opinion of the Government of 1844 (in which I entirely concur), of his ineligibility for this responsible office, the Resident has actually proposed that Venaick Moreshwur should be appointed on the retirement of the present native agent.

7. No doubt Mr. Remington's report‡ on the causes of Venaick Moreshwer Furkey's disqualifications for political office, and the decision§ of Government founded thereon, were overlooked by the Resident. They are, nevertheless, on his records; and this fact proves that documents may be lost sight of, without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to the native agent in the case of the demands of the firm of Hurree Buckty against Govind Row Guicowar.

8. In

* *Vide* statement (B.) of the Resident's report, dated the 7th Sept. 1848.

† *Vide* Government letter, dated the 20th March 1844.

‡ Dated the 22d February 1844.

§ Dated the 20th March 1844.

8. In regard to the disposal of Gorajee Pol's case, irrespective of what relates to the native agent, but little difficulty can arise. The parick and pagahdar should be mutually bound to adhere to the terms of their engagement, and the patells who leased the villages for seven years should likewise be held to their contract. With any pecuniary transactions between any of the parties not under our guarantee, the British Government can have no concern, and the Resident should be instructed to abstain from all interference.

(signed) *J. P. Willoughby.*
Falkland.
30 December 1848. *L. R. Reid.*

No. 204 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

No. 337.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, No. 215, dated the 7th September last, with enclosures, reporting the result of his inquiries into the affairs of Gorajee Pol, a pagadar of his Highness the Gaekwar, holding the British guarantee, and to convey to you the following observations and instructions thereon.

2. With reference to paras. 2 to 13 of his report, in which Colonel Outram explains the reasons which obliged him to obtain the assistance of Venaik Moreshwur Furke, a person not in the employ of Government, in investigating the claims of Paruke Jugjeewan Kandass against the Pol, I am desired to inform you that Colonel Outram was justified, when his suspicions were excited, in making use of extra aid in prosecuting his inquiries into this case, but that he greatly erred in seeking it from a person whose employment in a political office had before been forbidden by Government; a procedure which makes it evident that he could not have examined the records of his office, in which the correspondence concerning this person existed.

3. With reference to the suggestions in para. 14, for the adjustment of the paruk's asserted claims against Gorajee Pol, his Lordship in Council directs that the banker be held bound by the terms of the agreement guaranteed by Sir Robert Arbuthnot, under which a yearly expenditure of (5,412) five thousand four hundred and twelve rupees should be admitted, as well as such arrears, according to the agreement, as may be proved to have been paid, but Government can in no way be responsible for the adjustment of any other payments which the paruk may have made to the pagadar.

4. The annual amount of the seven years' lease to the patels of the village revenues, must also be considered as the yearly revenue received by the banker, viz., (5,700) five thousand and seven hundred rupees, so that, according to Colonel Outram's calculation, Gorajee Pol will be on the two years a creditor to the amount of (278. 5. 5.) two hundred and seventy-eight rupees, five annas and five pies; but as there are said to be other advances made to Gorajee Pol, this sum should be left at his credit with the banker. You will be pleased to inform him of this decision, and at the same time intimate that he is at liberty to recover it, or allow it to be carried to his account, as he may wish, but that Government will not interfere to recover it for him, as it is evident that much of the embarrassment of the case has been caused either by his connivance or imbecility.

5. Colonel Outram's proceedings, as reported at the commencement of his 16th para., and his suggestions for making the patels abide by their seven years' contract, are approved by Government. In short, the paruk and the pagadar should be mutually bound to adhere to the terms of their engagements, and the patels who leased the villages for seven years should likewise be held to their contract, and with respect to any pecuniary transactions between any of

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of the parties not under the British guarantee you should abstain from all interference.

6. With reference to para. 17, I am desired to inform you that if there are no other claims against the pagadar than those discussed in the present report, the arrears of the payments from his Highness the Gaekwar should, to such extent as you may report advisable, after defraying the arrears guaranteed to the banker, the amount of which ought to have been specified, be retained in the treasury as a fund wherefrom to meet the expenses which have annually to be incurred on account of the paga, previously to the realization of the revenues.

7. In submitting this report under reply, as well as in his report on the case of Govind Rao Gaekwar, No. 209 of the 31st August last, Colonel Outram has represented the conduct of the native agent Nursoo Luxshmun as open to the gravest suspicions either of apathy and disregard of his duties to Government, or of culpable collusion with fraudulent and unprincipled parties.

8. His Lordship in Council considers it to be due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this Presidency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant, for three lives, of a village of the annual rental of (1,200) twelve hundred rupees, that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted, and that if any doubt still remain, opportunity should be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

9. The gravamen of Colonel Outram's charge in this case is, that Nursoo Punt did not assist him as he ought to have done in the investigation of the case of Gorajee Pol, whether from "apathy, and most blamable carelessess or culpable collusion with the paruk in the frauds the latter has been carrying on." His Lordship in Council, however, after a most careful perusal of the papers, finds no sanction whatever for either of these charges.

10. Colonel Outram, I am desired to observe, has viewed the office of native agent and the duties required of him in an eroneous light. He would, as is very apparent throughout his examination of Nursoo Punt of the 26th August, render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but what the native agent dictated to him.

11. His Lordship in Council is of opinion that the answers given by Nursoo Punt to the queries put to him are quite satisfactory. He seems in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. Government may not agree with him in his opinion as to the necessity or expediency of relieving the patels from their seven years' engagement, or granting them more favourable terms; still there is nothing to blame in that opinion, and it is probable that many persons, if they thought the terms too hard (Furke's report, para. 13, art. 1st, admits that there were losses) would have deemed it right to make some abatement. This I am desired to observe is contemplated in the lease itself, in the concluding clause of which it is particularly specified, that if on an examination of accounts it appears that the lessees are losers, the Resident will grant a remission; a fact which the Resident has nowhere noticed in his proceedings.

12. But the question of the rent of the villages, so far as the patels are concerned, is a matter wholly foreign to the principal subject, which is the state of the account between Pol and the paruk. The bond of 14th January 1846, distinctly lays on the paruk the obligation of maintaining the leases. He might make with the patels any arrangement he pleased, still he was answerable to Pol for the whole sum, and Government cannot perceive that there was the slightest necessity for any inquiry into what the paruk really got from the villages, nor for any investigation into their management, so long as the patells did

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did not themselves complain of extortion or any violation of their contract, or the paruk of being unable to realize his dues.

13. Furke's report of August 1848, if true, shows that the villages are mismanaged. Probably they are so, but this is irrelevant to the question at issue, and his Lordship in Council is unable to understand how any portion of that report reflects on Nursoo Punt. It was no part of his duty to manage the villages, or to see that the contract was observed, that the Pol was not defrauded, or that the village lands were not alienated.

14. Nursoo Punt may have conscientiously thought that the village lease was for too high a sum. He did not make those minute inquiries (nor could he be expected to make them) which Furke carried on. Reasoning generally from what the parties may have stated to him, he might, without any imputation of fraud, have formed that opinion. But, as before observed, this is quite a matter of indifference. If the paruk chose to relieve the patels from their contract to pay (5,701) five thousand seven hundred and one rupees annually, this could not relieve him from the obligation to give Pol credit for that sum.

15. Colonel Outram alleges, in para. 7, much that is to the discredit of Nursoo Punt in regard to what is termed the cancelling of the lease, but the reasonings of that officer are not concurred in by Government. The lease, in reality, is not cancelled; it is in force to this day. It cannot be cancelled without the sanction of the Resident, and that has never been given. There is no reason for believing that the fact was not as well known to the Acting Resident, Mr. Andrews, as to the native agent. The lease was, by the Pol's bond of the 14th January 1846, placed in the paruk's hands. If he chose to "relinquish the security," this was his business. So long as he did not complain to the Resident that the patels did not furnish security or pay the full amount, there was no necessity for the Resident, or any one connected with the Residency, to know whether the lease was enforced or not.

16. And even if Nursoo Punt was informed of the facts of its being so (which, however, is a mere assumption), this is no crime. He affirms (*vide* answer to query 24) "That it has always been customary to transact business in their (the Residents') presence, and the native agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect; whatever anybody had to say was said before the Resident, &c." His Lordship in Council believes this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the native agent saw everybody, and knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption, that he concealed it from fraudulent motives.

17. As regards the account between Pol and the paruk, his Lordship in Council quite concurs in the decision which Nursoo Punt advocates. He distinctly says that the paruk cannot claim the Government guarantee to any sum beyond that advanced by him to the Pol for the payment of arrears due for the expenses of the paga and the annual sums of (5,412) five thousand four hundred and twelve rupees. It is true the amount of arrears is not given in the bond; it ought undoubtedly to have been so; but to provide for this was the duty of the Resident and not of the native agent, who declares (and there is no reason to doubt his word) that the whole transaction was conducted by Sir Robert Arbuthnot in person. It is unfair to impute blame to the native agent for the Resident's acts or omissions.

18. The paruk claims a large balance from the Pol for sums advanced annually beyond the stipulated amount of 5,412 rupees. Narsoo Lukshmun distinctly states, that for this the British Government is not guarantee (*vide* answer to 17th question, at its conclusion). In so doing, his Lordship in Council can perceive no desire on the part of the native agent to aid the paruk in an unjust demand.

19. Colonel Outram dwells much on the obligation which the paruk had entered into in the bond not to expend a rupee beyond a certain sum, 5,412 rupees; *vide* para. 6 of his letter, in which he further states, "neither does the native agent in his report, nor did he even do so verbally, bring to my notice that the paruk

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paruk was pledged in his bond to limit the expenditure to (5,412) five thousand four hundred and twelve rupees."

20. After a very careful perusal of the bond, his Lordship in Council can find no such stipulation or pledge. The paruk binds himself to pay yearly for the expenses of the paga 5,412 rupees, but there is not a syllable of pledge that he will not advance a single rupee more; the native agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of 5,412 rupees was the minimum amount which the paruk bound himself to expend, and the maximum amount for which Pol's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more, he became a mere ordinary creditor of the Pol for the excess.

21. Whatever were the conditions of the bond, Colonel Outram was as able to know them as Nursoo Punt himself. The bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nursoo Luximon, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it, or that he would have been so egregiously blind as not to see that if, from any improper motive, he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected.

22. How far the Pol is liable for sums which the paruk can prove to have been paid to him, or by his authority, beyond the arrears and the annual sum of 5,412 rupees, is another question. For the recovery of such excess the paruk clearly can claim neither the interference of the Resident nor the possession of the villages; but he is not prohibited from urging his claim before a competent court. Government would in all probability, as it is bound to maintain the efficiency of the paga, not permit any tribunal, if it thought the demand against the Pol just, to interfere with the management of the villages assigned for its support, but it could not object to its liquidation from any other property that the Pol might possess.

23. On these grounds, his Lordship in Council cannot see any great impropriety in Nursoo Punt's suggestion that any sum really due to the paruk beyond the (5412) five thousand four hundred and twelve rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If the Pol really owed such a balance (and this Colonel Outram does not doubt, *vide* para. 14), he might have justly thought that it should be paid, although there were no guarantee to it. This would have been at least a better mode of disposing of the money received from the Durbar than to make it over to Pol, who would at once have squandered it; and it is solely from a desire on the part of Government to avoid any interference in unguaranteed affairs, that I am directed to instruct you when the expenses alluded to in the 6th para of this letter shall have been provided for, to make the balance over to the Pol instead of his creditor. Should any competent court make an award against him, the remainder of these balances should be held available in liquidation of it in preference to this measure now directed of paying them to Pol.

24. Matters might, in the opinion of Government, have been better conducted had the villages been managed by the Resident. But so long as the paruk is considered bound to give Pol credit for the amount of the seven years' lease, it is clear, as urged by Nursoo Punt, and admitted by Colonel Outram, that this could not be effected without a previous settlement of the paruk's claims; in fact, his consent was obviously necessary to the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

25. When Nursoo Punt was asked by Colonel Outram why this arrangement had not been carried out, he stated this objection, and also that it was requisite previously that the answer of Government should be received as to the exact amount available from the arrears of the 1,000 rupees per annum paid up by the Gaekwar. This second reason Colonel Outram stigmatizes as a mere excuse for delay; to his Lordship in Council, however, it seems a valid reason, because until that answer was received, the account between Pol and the paruk could not be adjusted, and there is therefore nothing suspicious in Nursoo Punt's having advanced it.

26. There

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26. There appears, moreover, nowhere throughout these proceedings any admission by Nursoo Lukshmun of the correctness of the paruk's account of the sums disbursed by him to, and by order of the Pol. Colonel Outram does not allege that Nursoo Punt ever examined them in detail, and his Lordship in Council understands them to have been received from the paruk subsequently to the Resident's suspicions having been excited. Had Nursoo Punt examined these accounts and proposed to allow the paruk credit for objectionable or unreal items, then there might have been some reason for doubting his uprightness.

27. Although the Right honourable the Governor in Council is of opinion that Colonel Outram, with his suspicions excited, was justified in employing another person than the native agent in the investigation, he is also of opinion that Colonel Outram's grounds for suspicion were unsound, and that it is therefore much to be lamented that he entrusted to another a duty which he ought to have required Nursoo Punt to perform; his integrity would have been fairly tested had he been entrusted openly, and with that confidential expression of his own views which is due from a Resident to a native in such a situation, with the scrutiny into the paruk's accounts.

28. On a careful consideration of the circumstances of the case, his Lordship in Council is of opinion that there are, as shown in the papers before Government, not sufficient grounds for any suspicions, that in this affair of Gorajee Pol, Nursoo Punt has acted otherwise than as a faithful servant of Government; Colonel Outram appears to Government to have exacted from the native agent a duty and responsibility of a very unusual nature, one in fact which ought more properly to have devolved either upon himself or his assistant. When moreover the Resident was dissatisfied with the manner in which the duty had been performed, the native agent was subjected to a most searching cross-examination, from which he escaped without any criminatory matter being elicited against him; his replies to the Resident's interrogatories being candid and straightforward, and not those of a guilty man.

29. The charges against Nursoo Punt, arising out of the case of Govind Row Gackwar's debt to the firm of Hurree Bhugtee, are:

> 1st. That his report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2), and to cite Colonel Outram's words in para. 6, "he neglected to point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is.
>
> 2d. That he did not produce or allude to the accounts marked (E.) and (G.), which had previously been given given in by the sowcar.

30. Nursoo Punt's report (B.) is, I am desired to observe, simply a statement of the facts of the case. It does not appear that in it he committed himself to a single opinion; it therefore by no means bears the character that the Resident has given to it (para. 2.) as embodying Nursoo Punt's views on the demand. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In his answer to the first question, in his examination of the 31st August (D.), Nursoo Punt observes, that he was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment.

31. In his examination (D.), his opinions on the transactions are to be found. He would at once unravel the intricate knot by giving, as interest, only a sum equal to the amount of the principal, an opinion in which, on a careful consideration of the case, Government has concurred, as intimated to you in my letter of the 15th ultimo, No. 5249; and after this, it is quite unnecessary to go further to decide in his connivance at a fraud, or his collusion with the firm, and this fact at once acquits him of all participation in the injustice which the firm may have desired to perpetrate.

32. On the second charge, Nursoo Punt admits that the documents (E.) and (G.) had

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had been received in the office at the periods of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844), had escaped his memory. He gives a detailed account of the search being made for its discovery, and that of the memorandum of 1842, and he attributes the difficulty of finding them to the impossibility, with the exising establishment, of keeping the duftur in proper order, and registering all the documents received.

33. This story is plausible; the question is, whether it is true. Colonel Outram (para. 5.) admits the possibility of its being so, but he took no steps to ascertain the fact. There is no examination of the karkoons as to the circumstances of the search, and no explanation whether the duftur is in the state alleged, and whether, from the inefficiency of the establishment, it is necessarily so.

34. Government has before it the bare fact that the documents were missing and were subsequently discovered. Were there the slightest grounds for suspecting collusion between Nursoo Punt and the firm, his Lordship in Council would not hesitate to view it with some suspicion, but the only known circumstance bearing on this point at all, viz., his suggestion that no interest should be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

35. Under these circumstances, and considering the high and honourable character which Nursoo Punt has ever borne, his Lordship in Council has no hesitation in expressing his belief of his statement, and cannot think that such a want of memory as he has unfortunately displayed, should of itself suffice to brand him with ignominy, and to neutralize the merits of a long and unblemished service.

36. There can be no doubt that Colonel Outram himself overlooked Mr. Remington's report on the causes of Vinaik Moreshwur Furke's disqualifications for political office, and the decision of Government founded thereon; they are nevertheless on the Residency records, and this fact proves that documents may be lost sight of without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to Nursoo Punt by Colonel Outram.

37. With respect to the employment of Vinaik Moreshwur Furke in investigating Gorajee Pol's accounts, I am again desired to express the opinion of Government, that it was both improper and injudicious, not only under the recorded opinion of Government, that this person was not eligible to be employed in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a reference on any matter in which the native agent was concerned, since Furke was not only a rival candidate for the office of native agent when Nursoo Lukshmun was appointed in 1844, but now aspires to succeed him in the event of his removal, and Colonel Outram, notwithstanding the opinion of the Government of 1844 (in which his Lordship in Council entirely concurs), of his ineligibility for this responsible office, has actually proposed that Vinaik Moreshwur should be appointed on the retirement of the present native agent.

38. His Lordship in Council feels himself compelled to enter at some length into the charges alleged against Nursoo Punt, because while it is an easy matter and requires but few words to cast imputations on a native servant, and on general considerations to declare him fraudulent and untrustworthy, his relief from such imputations cannot be so summarily effected. The characters of native servants of high rank and standing ought to be objects of the peculiar care of Government, which should not admit of their being assailed lightly, or on grounds not shown, after severe scrutiny, to be sufficient.

39. In conclusion, I am desired to inform you, that so far from concurring in Colonel Outram's opinion, his Lordship in Council is persuaded that the examination into the cases before Government has removed from Nursoo Lukshmun all suspicion of misconduct in respect to them; under these circumstances it is unnecessary even to inform him of the nature of the imputations cast on him (which seems

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seems not yet to have been intimated to him), or to require explanation on any single point in these transactions.

I have, &c.

Bombay Castle, 12 January 1849.
(signed) *A. Malet*,
Chief Secretary.

(True extract.)
(signed) A. Malet, Chief Secretary.

No. 3791.

Extract Bombay Political Consultation, 16 May 1849.

PETITION from *Jugjeewundass Candass*, Shroff, Inhabitant of Ahmedabad, and trading at Baroda, to the Right Honourable Viscount Falkland, K.C.B., and G.C.H., Governor and President in Council, Bombay,

Humbly showeth,

THAT your Lordship's petitioner humbly begs to bring his deplorable circumstances to your Lordship's notice by the following few lines, under hopes to meet with final justice.

Your Lordship's petitioner had the honour to present the enclosed petition on the 26th March 1849 to the Acting Resident at Baroda, who objected to receive it; however, your Lordship's petitioner, with due respect, earnestly requested to take the matter recorded therein into the consideration, but the petitioner is sorry to say that authority did not comply with the solicited indulgence; at last your Lordship's petitioner observed his best way to submit it to your Honourable Boards, and reported his intention of doing so to the Resident, and it appeared by that authority; now your Lordship's petitioner takes this opportunity to forward with great pleasure, the above-mentioned petition herewith, together with the copy of an agreement under view, to bring the matter particularly into your Lordship's favourable consideration, and to show the injury and impose to what extent he is labouring, and hopes your Lordship will be pleased to take the case from beginning to end under the favourable consideration, and on the event of observing it correct, he prays your Lordship will be kind enough to issue immediate order to the Resident at Baroda to investigate the matter herein complained, according to the British regulation, when everything will come into light, and the petitioner will be preserved from injury; by so doing he will for ever and ever pray.

And your petitioner, as in duty bound, shall ever pray.

Baroda, 6 April 1849.
(signed) *Jugjeewundass Candass*,
Shroff, of Ahmedabad.

No. 1545 of 1849.—Political Department.

REFERRED for the report of the officiating Resident at Baroda.

By order, &c.

Bombay Castle, 13 April 1849.
(signed) *W. Courtney*,
Acting Secretary to Government.

No. 3702.

No. 95 of 1849.—Political Department.

REPORT by the Acting Resident at Baroda.

IN reply to the above reference, I beg to refer you to the decision of Government conveyed in Mr. Chief Secretary Malet's letter, dated 12th January 1849, No. 204, on the subject.

Baroda Residency, 19 April 1849.
(signed) *P. T. French*,
Acting Resident.

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No. 3793.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*; dated 3 May 1849.

THE officiating Resident should intimate to the petitioner the decision on his case, communicated in the Government letter, No. 204, of the 12th January last.

(signed) *J. P. Willoughby.*
3 May 1849. *D. A. Blane.*

No. 3794.

No. 1957 of 1849.—Political Department.

From *W. Courtney*, Esq., Acting Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

WITH reference to your report, dated the 19th ultimo, No. 95, on the petition from Jugjeewundass Candass, dated the 6th idem, I am directed by the Right honourable the Governor in Council to request that you will be pleased to intimate to the petitioner, who has been referred to you, the decision of Government in his case, communicated in Mr. Chief Secretary Malet's letter, No. 204, of the 12th January last.

I have, &c.
(signed) *W. Courtney*,
Bombay Castle, 7 May 1849. Acting Secretary to Government.

No. 3795.

No. 1958 of 1849.—Political Department.

From *W. Courtney*, Esq., Acting Secretary to Government, Bombay, to *Jugjeewundass Candass*, Baroda.

IN reply to your petition, dated the 6th ultimo, I am directed by the Right honourable the Governor in Council to refer you to the officiating Resident at Baroda, who has been furnished with the instructions of Government on the subject thereof.

By order, &c.
(signed) *W. Courtney.*
Bombay Castle, 7 May 1849. Acting Secretary to Government.

No. 7033.

Extract Bombay Political Consultation.

No. 206 of 1849.—Political Department.

From Captain *P. T. French*, Acting Resident at Baroda, to *Arthur Malet*, Esquire, Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to enclose translation of a yad from the Guicowar to my address, expressing a wish, for reasons assigned, to have made over to him in perpetuity the nimnook villages of Sobanjee Pole, his Highness agreeing to pay annually the full amount of the nimnook (*Rs.* 7,193. 12.) rupees, seven thousand one hundred ninety-three, and twelve annas, into this treasury for the Pole.

2. With reference to the 5th para. of your letter, No. 204, 12th January last, I beg to say that the lease of these villages therein referred, was annulled by the Act of attachment noted by Colonel Outram, 7th September 1848, No. 215. They are and have been for long under the Residency, and neither Pole, paruck, or patells have the management.

3. This offer by his Highness presents a most happy opening for getting rid of a great difficulty, while it is very advantageous to this unhappy imbecile Pole

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Pole family, and in a short time will really place them in comfortable circumstances in a pecuniary sense.

4. The 6th para. of your letter, 22d January 1847, spoke of the "natural imbecility" of the Pole family; and as far back as the 3d May 1839, I find the Resident, No. 565, noting the same unhappy misfortune. From my own knowledge, I can say, there is no intellectual improvement, and as Government (No. 568, 27th March 1838) sanctioned his Highness attaching as a temporary measure, the Nimnook villages, his Lordship in Council will, I trust, see no obstacles to this measure of making them khalsa.

5. That we can manage these detached villages with advantage to the Pole or inhabitants' is not my opinion, while your letter, para. 11, No. 204 of 1849, shows some, though they were leased for a sum beyond their means of paying.

6. In addition to our being so far relieved of discussions with this Durbar regarding many points connected with these villages, I would remind you, that by making them over to the Durbar for the full nimnook figure, we give his Highness an opportunity of returning the loss he now annually sustains by having to pay 1,000 rupees account short revenue from them; at the same time placing the Pole family in comparatively comfortable circumstances, and removing in a great degree the evils attending on this guarantee.

7. I have reason for believing that if this measure is adopted, the point raised by the Durbar (and which has been disposed of by Government) on Potdaree, will be waived; and of course I anticipate no objection by his Highness to the currency of the Pole's cash payment being the existing or new Syasye rupees.

8. The mental imbecility of the Pole and family will account for my not seeking their approval to the proposed measure, besides which the villages are not now their's more than in name.

9. In this letter I have not entered on the Pole's pecuniary affairs; they will in due course be reported on.

I have, &c.
Baroda Residency, 28 July 1849. (signed) *P. T. French*,
Acting Resident.

TRANSLATION of a Yad from the Durbar to the Acting Resident, dated 5th Aumjan 1905 (26 July 1849).

AGREEABLY to the request contained in the yad from the Residency, under date 5th March 1849, No. 207, that the sum of 1,000 rupees be sent to the Residency, on account of the deficiency of the Pole's villages, for the year 1905; an order for the amount is herewith enclosed. The Durbar has the honour to state that since the arrangement of Sumvut 18 (A. D. 18), which was agreed to by the Honourable the Court of Directors, it has been customary for the Durbar to deduct potdaree at the rate of *Rs.* 3. 12. per cent., at which rate, from the year Sumvut 1896 to 1904 (A. D. 1840—A. D. 1848), being nine years, it should be deducted from the 9,000 rupees, a note for which was formerly sent, amounting to *Rs.* 337. 8., as stated in the yad from the Durbar, dated 1st Rumjan (21st July), which amounts, together with the potdaree on the 1,000 rupees, for 1905 (A. D. 1849), herewith forwarded, amounting to *Rs.* 37. 8. being a total of 385 rupees, may be deducted from the accompanying draft and returned to the Durbar. The amount which this Government has to make good annually, in consequence of the deficiency of these villages, is a loss to the Durbar, occasioned by the imbecility of the Pole, and the poor state of his finances, which prevents his taking steps to improve the villages and cultivate much of the land now lying waste; this is well known to the Resident. The agreement of 1880 (A. D. 1824), provides for the payment of 1,000 rupees, in the event of deficiency being to that amount, otherwise a lesser sum would suffice, but owing to the Pole's mismanagement, there is no increase of cultivation, consequently this Government has to make good the full amount, and the Resident has been obliged to take charge of the villages, which has given rise to constant correspondence on trifling subjects, and disputes which are very troublesome to both Governments, and is by no means desirable.

It being the express desire of this Sirkar to remove all such matters of dispute as much as possible, the Durbar is willing, from the beginning of the year 1906 (A. D. 1850), to pay annually the Pole's nemnook of *Rs.* 7,193. 12., agreeably to the arrangement of A. D. 1814, in whatever currency is in circulation in the Mahal, and to take back the villages which will then be registered in the Sirkar Khalsa, and managed accordingly. To this effect it is hoped the Acting Resident will have the kindness to address the Bombay Government, with a view to the removal of this constant and troublesome subject of discussion.

(True translation.)
(signed) *Montagu Battye*,
Assistant Resident.

No. 7094.

MINUTE by the Right Honourable the Governor.

I SHALL be much obliged by my colleague, the Honourable Mr. Willoughby's opinion in regard to the course to be pursued towards this family.

13 August 1849. (signed) *Falkland.*

No. 7095.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Right Honourable the Governor and the Honourable Mr. *Blane.*

1. I THINK, under the circumstances stated, the arrangement proposed in regard to the Pole's villages may be sanctioned; for although it is, no doubt, very advantageous to his Highness the Guicowar, it ought to obviate all future dispute respecting this guarantee, and in the state of the family cannot be regarded as adverse to their interests.

2. The payment to be required from the Guicowar will be *Rs.* 7,193. 12., in the currency of the country, undepreciated since the villages were assigned, and free of the deduction on account of Patedaree, which was properly disallowed in para. 15 of the Government letter, dated the 22d April 1846.

3. Captain French, in his 2d para., states that the lease of these villages to the patells was annulled by the act of attachment noticed in Lieutenant-colonel Outram's letter of the 7th September 1848; but he has overlooked that that officer, in the same letter and para., states that the sending a Residency Mehta to superintend the villages should not, I conceive, afford the patells any excuse for release from their seven years' contracts; and this view was concurred in by Government, in para. 5 of their letter dated the 12th January last.

4. This should be pointed out to the Officiating Resident.

17 August 1849. (signed) *J. P. Willoughby.*
Falkland.
D. A. Blane.

No. 7096.

No. 3589 of 1849.—Political Department.

From *A. Malet*, Esquire, Chief Secretary to Government, Bombay, to Captain *P. T. French*, Acting Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 28th ultimo, No. 206, forwarding translation of a yad to your address from his Highness the Guicowar, expressing his willingness to receive in perpetuity the nemnook villages of Sobanjee Pole, and to pay annually into the Baroda Treasury, for the Pole the full amount of the nemnook, viz., (*Rs.* 7,193. 12.) seven thousand one hundred and ninety-three rupees and twelve annas, in the currency of the country, and free of the deduction on account of potedaree.

In reply, I am instructed to inform you, that under the circumstances stated by you, his Lordship in Council is pleased to sanction this arrangement; for although it will, no doubt, be advantageous to his Highness the Guicowar, it ought to obviate all future dispute respecting this guarantee, and in the state of the Pole family cannot be regarded as adverse to their interests. The payment to be required from the Guicowar will be *Rs.* 7,193. 12. in currency of the country, undepreciated since the villages were assigned, and free of the deduction on account of the potedaree, which was disallowed in para. 16 of the Government letter, dated the 22d of April 1846.

In

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In the 2d para. of your communication, you state that the lease of these villages to the patells was annulled by the act of attachment noticed in Lieutenant-colonel Outram's letter of the 7th September 1848, No. 215; but I am desired to point out to you that you have overlooked that that officer, in the same para., states that "the sending a Residency Mehta to superintend the villages, should not, I conceive, afford the patells any excuse for release from their seven years' contracts;" and this view was concurred in by Government, in para. 5 of my letter dated the 12th January last, No. 204.

I have, &c.
Bombay Castle, 25 August 1849. (signed) *A. Malet*,
Chief Secretary.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, 10 January 1849.

No. 122.

No. 217 of 1848.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda, to *Arthur Malet*, Esquire, Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to transmit, with my recommendation, the copy of an application (with its accompaniments) received yesterday from Nursoo Luxmon, native agent, for permission to retire on the pension to which he is now entitled, from a service of 30 years.

2. I beg leave at the same time to recommend Venaik Moreeshwur Furkey for the situation of native agent, should Nursoo Luxmon's application be complied with. He is, I consider, better qualified for it than any other native with whom I am acquainted, combining high ability with great personal experience in the duties of the office, having previously served Government as native agent in the Rewa Kanta, and done good service to Government on several occasions.

I have, &c.
(signed) *J. Outram*,
Baroda Residency, 9 September 1848. Resident.

To Lieutenant-Colonel *J. Outram*, C. B., Resident at *Baroda*.

Worthy Protector,

I MOST respectfully beg to represent my circumstances and humble request to your kind consideration.

1. I entered Government service on the 11th September 1818, and have discharged my duties with fidelity and to the best of my abilities for a continued period of 30 years, you will therefore be kind and benevolent enough to recommend me to Government for pension. On the 11th instant my 30 years' service would be fully completed, and having already expressed my intention to you and Government some time back of applying for pension on that day, I accordingly beg to submit this, as you will be going to Bombay in three or four days.

2. I have been a subscriber to the "Warden's Official Fund," as have been reported from the Revenue Commissioner's office, copy of which report you will, I hope, consider worth while sending for from the office of the Revenue Commissioners (N. D.), for your reference.

3. I have served Government, in the Revenue Department, up to 9th June 1844, during which period the heads of departments, as well as Government, having good regards, raised me to higher appointments and treated me with respect from time to time, placing on record and at the same time reporting the opinion they had for me, copies of which I beg to lay with this, for your information, together with copies of my testimonials in the Political Department, as native agent, given by Sir R. Arbuthnot and Mr. Andrews, to be brought to the notice of Government.

4. Had the "Warden's Official Fund" been not abolished, I would have been entitled to a full pension; but Government, however, has been kind enough to extend their benevolence, in many instances after the abolition of the same, to grant general pension, in addition to one

Charges against Nursoo Punt.

one from the "Warden's Official Fund," which induced me to complete my service with zeal, entertaining a hope of its being taken into kind consideration, and a pension sufficient for the support of my large family granted on application.

In conclusion, throwing myself upon your mercy and generosity, I most humbly solicit you will use your best on my behalf. Relying upon your good disposition and compassionate heart, I remain,

Honoured Sir, &c.
(signed) ———
Native Agent.

Baroda, 8 Sept. 1848.

(True copy.)
(signed) M. Battye, Assist. Resident.

This is to certify that Nursingrao Luxmon has served under me as native agent for the period of 10 months, since I have been Resident at Baroda. The high character which he has already established as a man of business and deserving of the confidence of Government, makes it hardly necessarry for me to say any thing on this subject. I have much pleasure now in adding my testimony to those he already has of his abilities as a public officer, and of the prudence and judgment with which he conducts his duties in his present situation.

(signed) *R. K. Arbuthnot,*
Resident.

Baroda, 27 April 1848.

My dear Nursoba,

I cannot leave Baroda without thanking you for the valuable assistance that you afforded me as native agent, during the period that I acted as Resident. I was indebted to you on several occasions for valuable information, and the talents, zeal, and fidelity with which you discharged the duties of your responsible and delicate office, afforded me the greatest satisfaction, and much facilitated my discharge of my own duties.

Wishing you health and prosperity, and that you may live long to enjoy the honourable rewards bestowed on you by the Government that you have so long and faithfully served.

Believe me, &c.
(signed) *W. C. Andrews,*
Late Acting Resident.

Baroda, 31 May 1847.

(True copies.)
(signed) M. Battye, Assist. Resident.

No. 3843 of 1848.—Political Department.

The Civil Auditor is requested to submit his report on the subject of the first para. of this letter.

By order of the Right Honourable the Governor in Council.

(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 14 September 1848.

No. 123.

No. 93 of 1849.—Political Department.

Report by the Civil Auditor.

The Civil Auditor has the honour to report for the information of the Right Honourable the Governor in Council, that the applicant, Nursoo Luximon, is a member of "Warden's Official Fund," and having completed 30 years' servitude, his claim for a pension from that situation will be submitted to Government in the usual form in the Financial Department, on his application being preferred direct to this office by the Resident of Baroda, accompanied with documentary proof of the applicant's servitude subsequent to the 30th April 1832.

2. The Civil Auditor at the same time begs to observe that under the orders of the Honourable the Court of Directors, communicated by the Government Circular, dated 18th June 1847, No. 514, Territorial Department, Nursoo Luximon's claim for a Government pension, in addition to the pension he may be entitled to from Warden's Official Fund, in inadmissible.

(signed) *E. Elliot,*
Civil Auditor.

Bombay Castle, Civil Auditor's Office,
21 September 1848.

Charges against Nursoo Punt.

No. 124.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Reid* and the Honourable Mr. *Willoughby* (without date),

HAD Nursoo Punt's application to retire from the public service arisen from his feeling it impossible to serve under Colonel Outram, after what he may consider the unjust treatment he has met with at his hands, it would be but just to allow him to reconsider his application, now that Colonel Outram is no longer at Baroda. But I find, on reference to our records, that his intention to retire on the completion of his 30 years' service had been previously brought to our notice; and I presume, therefore, that he has now no desire to continue in employment. Still, if Captain French, who can as yet have acquired but little personal experience, should require Nursoo Lukshmon's services, I would permit him to give him the option of withdrawing his application. If he persist in his intention to retire, he will of course receive his pension, according to existing rules; but considering how his services in the revenue line have been rewarded, I do not think that we can entertain any proposition for a further provision.

2. In directing the attention of the acting Resident to the Government letter No. 905, of the 20th March 1844, I think we should instruct him not to allow the interference of Baba Furkee in any Government business whatever.

(signed) *Falkland.*
L. R. Reid.
J. P. Willoughby.

No. 125.

PETITION from *Nursoo Luximon*, Native Agent of the Baroda Residency, to the Right Honourable Lord *Falkland*, President and Governor in Council, Bombay.

Most respectfully showeth,

THAT your Lordship's petitioner is, to his great mortification, aware that Colonel Outram has recently made two unfavourable reports to Government; one in the case of Hurry Bhugty Pareek's claim against Govindrow Guicowar, and another in that of Gadajee Pole's affairs. Your petitioner does not wish at present to trouble your Lordship with any details of these cases, which may, perhaps, be altogether unnecessary for him ever hereafter. But should Government draw any inferences from what Colonel Outram may have said in his reports against your petitioner, prejudicial to his hard-earned character, he humbly craves your Lordship in Council not to condemn a public servant, as your petitioner, of most unexceptional character, without hearing his defence.

It is a matter of great regret to your Lordship's petitioner, that after a service of 30 years, he had the mortification to make such representation to Government. Up to this time, all the superiors under whom he served laboriously for 15 months, and who had a kind regard towards him, would likewise make a favourable mention to Government; but unfortunately, on the misrepresentation of your Lordship's petitioner's enemies, a sudden change took place in Colonel Outram's mind; the enemies of your Lordship's petitioner have attempted to cast a stigma on his hitherto unblemished character, to serve their own selfish object; and therefore your Lordship's petitioner being conscious of his integrity, is fully confident that justice would be done to him.

And your petitioner, &c.

(signed) *Nursoo Luximon*,
Native Agent.

Baroda, 18 September 1848.

Charges against Nursoo Punt.

No. 126.

MINUTE by the Right Honourable the Governor.

SEE my minute of this date on Nursoo Luximon's application for leave to retire on a pension.

(signed) *Falkland.*

5 October 1848.

No. 59 of 1849.—Political Department.

No. 127.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Colonel Outram's letter, No. 217, dated the 9th September last, submitting an application from Nursoo Luximon to be allowed to retire from the public service on the pension to which he is entitled.

2. In reply, I am desired to inform you, that had the application of Nursoo Luximon Punt arisen from his feeling it impossible to serve under Colonel Outram, after what he may consider the unjust treatment he has met with at his hands, his Lordship in Council would not object to allow him to reconsider his application, now that Colonel Outram is no longer at Baroda; but such is not the case, as his intention to retire on the completion of his 30 years' service, had been previously brought to the notice of Government, from which it is inferred that he has now no desire to continue in employment.

3. If, however, Nursoo Punt's services are required by you, his Lordship in Council will not object to give him the option of withdrawing his application, and should he persist in his intention to retire, he will, as a matter of course, be allowed his pension, according to existing rules; but considering how his services in the revenue line have been rewarded, his Lordship in Council will be precluded from assigning him any further provision.

4. In reference to Colonel Outram's recommendation of Venaik Moreshwur Furke to succeed Nursoo Luximon as native agent, I am desired to call your attention to Mr. Chief Secretary Willoughby's letter, No. 905, of the 20th March 1844, and to instruct you not to allow the interference of this person in any Government business whatever.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 4 January 1849.

No. 800.

Extract Bombay Political Consultation, 31 January 1849.

No. 78 of 1849.—Political Department.

From Captain *P. T. French*, Acting Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

IN reply to your letter, No. 59, of the 4th instant, I have the honour to state that Nursoo Luximon, the native agent of this Residency, is not, he asks me to say, now desirous of retiring on his pension.

2. I should be sorry to lose his assistance, for he is well versed in the duties of his situation; and pending the final disposal of the many cases now unadjusted, his departure would be a great loss. I mean those of the Pole, Bhaskerrow, Govindrow, Bulwuntrow, &c., &c.

3. Were these cases disposed of, the departure of Nursoo Luximon would be of less moment. But some well-paid and respectable man, as native agent or sheristedar, is indispensably necessary at the head of an office like this. The latter would, perhaps, be the more appropriate designation; for the less the individual is employed as an agent from the Residency to the Durbar, the better.

Charges against Nursoo Punt.

4. Under the government of the North-west frontier, and in Rajpootana, where I was some years, there is no such person as a native agent. The political officers transact all business in communication with the wuckeel of the Court concerned, or with the prince directly, in extreme cases.

5. On the 19th July 1839, para. 14, the late Mr. Sutherland, Resident at this Court, observes, "there is no one between the Resident and the prince, which leads to considerable embarrassment and obstruction of business." Since then no change has taken place here in this particular, but there is now nothing of the nature of the business that then gave so much trouble, yet it is very desirable that his Highness should appoint a wuckeel to wait on the Resident; and one in whom he has confidence, as must be evident to any one experienced in native courts.

I have, &c.
(signed) *P. T. French,*
Acting Resident.

Baroda Residency, 13 January 1849.

No. 801.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

NURSOO PUNT's wish to remain may be complied with.

Captain French may be informed, that until his Highness may appoint a minister who can attend and transact business with the Resident, everything should be done as far as possible in personal communication with his Highness.

(signed) *Falkland.*
W. Cotton.
L. R. Reid.
J. P. Willoughby.

23 January 1849.

No. 802.

No. 425 of 1849.—Political Department.

From *A. Malet,* Esq., Chief Secretary to Government, Bombay, to
Captain *P. T. French,* Officiating Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 13th instant, No. 18, and to inform you that the Right honourable the Governor in Council is pleased to comply with the wish of Nursoo Luximon, the native agent of the Baroda Residency, to remain in the public service.

2. I am at the same time desired to state, that until his Highness the Guicowar may appoint a minister who can attend and transact business with you, every thing should be done, as far as possible, in personal communication with his Highness.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 29 January 1849.

(True extract.)
(signed) A. Malet, Chief Secretary.

No. 2260.

VENAYUK MORESHWER FURKAY, an inhabitant of Baroda, in his petition, without date, enumerates his former services to the British Government, and solicits to be employed as a native agent under the Resident at Baroda.

Ordered, That petitioner be informed that his application for employment under the Resident at Baroda, should be preferred to that officer, and not to Government.

Charges against Nursoo Punt.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Anderson*, and the Honourable Mr. *Crawford*; without date.

PETITIONER to be informed by endorsement, that his application for employment under the Resident at Baroda should be preferred to that officer, and not to Government.

(signed) *G. Arthur.*
G. W. Anderson.
J. H. Crawford.

No. 1188 of 1843.—Political Department.

PETITIONER is informed that his application for employment under the Resident at Baroda should be preferred to that officer, and not to Government.

By order, &c.
(signed) *L. R. Reid*,
Chief Secretary.

Bombay Castle, 30 May 1843.

Extract Bombay Political Consultation, 21 February 1844.

No. 961. PETITION from *Venaik Moreshwer Furkey*, late Dufturdar, Rewa Canta Agency, to the Honourable Sir *G. Arthur*, President and Governor in Council, Bombay.

Most respectfully showeth,

THAT your petitioner was in the month of December 1837 entered as a head carkoon at Nandode, on the establishment of the Rewa Canta Agency, on a salary of 200 rupees per mensem, since which period he conducted the duties assigned to his situation with diligence, rectitude, and honesty, to the entire satisfaction of Mr. Malet, then in charge of that office.

That with a view to elucidate the most important part of your petitioner's servitude to Government, he begs to state that in consequence of certain disturbances and offences having been committed by the Naikras, in the district of Rewa Canta, Mr. Malet was directed to proceed from Baroda, accompanied by troops, for the purpose of suppressing the tumult; but as he did not succeed in the attempt against the Naikras, he despatched your petitioner to Godra, where your petitioner caused the ringleaders of this disturbance to be apprehended by the aid of certain borahas in that district. On making over charge of these prisoners to Mr. Malet, your petitioner suggested, that in order to put a stop in future entirely to similar recurrences, it was advisable to station thannas in that quarter, which measure having been approved of, that officer immediately ordered the establishment of the thannas, for the proof of which your petitioner begs most submissively to refer your honourable Board to the particulars of this circumstance reported to Government by Mr. Malet in 1838.

That, in addition to the above service, your petitioner also begs to quote the following instances:

1st. That the revenue of the Rewa Caunta, which was considerably in arrears in consequence of the want of proper arrangement or assessment, had since your petitioner's employment been increased and regularly continued to be paid.

2d. That your petitioner had also, by his own exertions, caused the village of Putta Sumee, in the district of Tulluckwarra, which was waste land, to be brought into cultivation and production; to this performance of duty your petitioner merited the approbation of Mr. Malet and his successor, the proof of which will be found in the annual financial reports of that district, made by that officer to Government.

3d. That

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3d. That the management of his Highness the Guicowar's Pett and Purgunnah, sequestrated by the British Government, which was entrusted to your petitioner, was conducted to the entire satisfaction of his employer, and with great credit to himself.

Without complaining of his situation at Nandode having been distributed into four carkoons by order of Government, to which he must always submit, your petitioner had submitted in detail the above case to your Honourable Board, in a petition dated the — April last, with a request that the vacancy of native agent in the Baroda Residency, to which your petitioner, from the unexpected reduction of his situation at Nandode, possesses a stronger claim than any other individual, should be conferred upon him. In answer to that requisition, your petitioner was informed, by Mr. Chief Secretary Reid, under date the 30th May last, that he should prefer his application to the Resident at Baroda. Conformably to their instructions, your petitioner made his application to that officer on the subject, but it is very regretful that no answer has up to this time been returned to your petitioner.

That in order to meet with a fair justice under the paramount control of the British Government, your petitioner most submissively begs to solicit an indulgence with reference to the merits of his service alluded to; that your enlightened Excellency in Council, whom your petitioner does not request to recommend him, or interfere in his behalf, will be kindly pleased to refer this application merely for the consideration of the Resident at Baroda, whether in his opinion your petitioner is capable of holding the vacant situation of the native agent in that Residency, or whether in value of his service he has any claim thereto; from which report it will be clearly known to your Honourable Board the facts herein stated, and that to what extent your petitioner is entitled to a grant of indulgence from your Excellency's Government.

A copy of Mr. Malet's certificates, testifying the service of your petitioner, is herewith submitted for the information of your Honourable Board.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Mahadow Row Chimnajee*,
For Venaik Moreshwur Furkey.

Bombay, 27 December 1843.

Baroda, 17 August 1839.

This is to certify, that the bearer, Venaik Moreshwur Phurka, has held the situation of carkoon at Rajpeepla for 20 months, and in that capacity has conducted the duties of head carkoon on the establishment of the First Assistant Political Commissioner, with the greatest zeal and ability, and to my entire satisfaction. He was also my head assistant in the sequestration of Petland, and I owe much to his experience in business, and the respect in which he is held by all classes of natives; his knowledge of the manner in which native governments act, was also of great use to me; I can confidently recommend him for any employ, as a most useful, able, and honest man, and from his character particularly fitted for such an appointment as that he now holds.

(signed) *A. Malet*,
1st Asst. Pol^{l}. Commissioner.

Minute by the Honourable the Governor, concurred in by the Board. No. 962.

In a letter to the address of the Political Commissioner for Guzerat, dated the 9th April 1842, Mr. Remington, in recommending the abolition of the situation then filled by the petitioner, on a salary of 200 rupees per mensem, namely, carkoon, at Nandode, in the Rajpeepla territory, and the appointment in his place of four thanadars, on a salary of 50 rupees each, observed as follows, in regard to the qualifications and past services of this individual: "One word in respect to the individual who would be displaced by the contemplated arrangement taking effect. Veenack Moreshwur has never served the British Government previous to his appointment as Rajpeepla carcoon; his former experience has been gained exclusively under native states, whose revenue he has farmed and districts managed, which is, perhaps, not exactly that sort of education which is suited to qualify a person to discharge properly the first post

Charges against Nursoo Punt.

post in any of our offices; and such as I formerly described his character have I found him throughout."

2. A similar petition to the accompanying was presented to Government by this individual in May last, which was returned to him, accompanied by an intimation to the effect that his application for employment under the Resident at Baroda should be preferred to that officer, and not to Government.

3. In this petition this individual states, that on receipt of the above intimation he made an application to Mr. Boyd to be appointed to the situation of native agent at Baroda, but that he has not received any reply to his application. The petitioner at the same time solicits that his present petition may be referred to Mr. Boyd for consideration, whether he is capable of conducting the duties of native agent, and whether, in consideration of his past services, he possesses any claim to such a reward.

4. If the certificate appended to the petition be genuine, it is clear that Mr. Malet and Mr. Remington entertain very different opinions in regard to the qualifications and character of the petitioner. The situation for which the petitioner applies appears to have been lately filled up, and is moreover one the nomination to which it has been customary to leave to the Resident, subject to the confirmation of Government. With reference, however, to the terms in which Mr. Malet speaks of this person in the certificate dated the 17th August 1839, this petition may, perhaps, be referred for any remarks Mr. Remington may have to offer, on the receipt of which we can determine whether this person possesses sufficient claims to induce us to recommend him to any of our authorities for employment on the occurrence of any suitable vacancy.

(signed) *G. Arthur.*
F. M'Mahon.
G. W. Anderson.
5 February 1844. *J. H. Crawford.*

No. 963.

No. 536 of 1844.—Political Department.

From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to *A. Remington*, Esq., First Assistant Political Commissioner in Charge, Baroda.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you, for any remarks you may have to offer, the accompanying petition from Venaik Moreshwer Furkey, late carkoon at Nandode, dated the 27th December last, reiterating his request to be re-employed under Government, in consideration of his former valuable services.

I have, &c.
(signed) *J. P. Willoughby*,
Bombay Castle, 17 February 1844. Secretary to Government.

No. 536 A. of 1844.—Political Department.

From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to *Venaik Moreshwer Furkey*, late Dufturdar, Rewa Canta Agency, Bombay.

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your petition, dated the 27th December 1843, and to signify to you that the subject thereof is under consideration, and that an answer will be returned to you as soon as possible.

By order, &c.
(signed) *J. P. Willoughby*,
Bombay Castle, 17 February 1844. Secretary to Government.

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Extract Bombay Political Consultation, 20 March 1844.

No. 1652.

No. 43 of 1844.—Political Department.

From the First Assistant Political Commissioner for Guzerat, and Resident in Baroda in Charge, to *J. P. Willoughby*, Esq., Secretary to the Government of Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, dated the 17th instant, No. 536, giving cover to a petition from Venaick Moreshwur, late head carcoon on the Rewa Kaunta establishment.

2. The object of petitioner appears to be to procure the situation of native agent at the Residency: to succeed to which he considers he possesses "a stronger claim than anyone else."

3. Adverting, however, to the correspondence noted in the margin,* this appointment has been already filled up by the nomination of Nursoo Punt, at present dufturdar on the establishment of the Revenue Commissioner for the Northern Division, and, consequently, there being no vacancy, it only remains to consider the fitness of petitioner to be re-employed in some similar situation under Government.

* *See* below.

4. Of the history of Venaiek Moreshwer, commonly called by the appellation of "Baba Phurkey," but little that is authentic appears to be known at Baroda. He belongs to the Deccan, and his alleged object in coming to Baroda a few years ago was, to arrange some family matters at the court of his Highness. Disagreeing with the Durbar, he took up his residence in camp, which, having assiduously cultivated the acquaintance of some officers of a regiment stationed at the time, he procured an introduction to the Residency, and was finally appointed to succeed Motee Purshotum, who had been turned out of his situation on account of malpractices. The appointment bears date 15th December 1837, but I cannot discover that his nomination was submitted for the confirmation of Government.

5. Very shortly after his introduction to the office, the first assistant proceeded into the districts in pursuit of the Naickras, in apprehending whom his services were called into requisition. It is only justice to say that they were duly appreciated and highly commended, and that, in reporting his proceedings, Mr. Malet remarked, "I have had much reason to be satisfied with the conduct of Venaiek Moreshwer Phurkey, my head native assistant, who, having formerly managed the Godra districts, possessed much useful knowledge, and whose acquaintance with the Mehwassee Thakoors of that part of the country was exceedingly serviceable to me." † Further, on resigning charge of the agency, Mr. Malet granted him a certificate in which honourable mention is made of his services during the time he was employed under that gentleman.

6. As stated by Mr. Malet, petitioner acted as manager of the Punch Mahals previous to taking service in the Residency. He admitted to me that he at one time sought employment at the Court of Indore, and was afterwards an unsuccessful applicant for a situation under his Highness the Gaekwar, and having failed in his object, he ultimately succeeded to a carkoonship of 200 rupees in the Rewa Kaunta establishment, which he retained until last year, when another arrangement took place.

7. The favourable testimony borne to petitioner by Mr. Malet is certainly no slight praise, and no one is less disposed than myself to doubt the sincerity with which it was accorded. My estimation, however, of petitioner's fitness for public

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* 1. From Political Commissioner to Government, dated 5th December 1843, No. 232. 2. From Government to Political Commissioner, dated 14th December 1843, No. 3159. 3. From Political Commissioner to Mr. Pringle, dated 17th December 1843, No. 1031. 4. From Mr. Pringle to Political Commissioner, dated 23d December 1843, No. 1334.

† Mr. Malet's letter, dated 31st October 1838, to the address of the Political Commissioner.

public employ unfortunately falls considerably short of the character sketched by my predecessor in the certificate annexed to his address to Government; and as my acquaintance with him has been of some duration, I may perhaps be allowed to have possessed a fair opportunity of judging of his merits.

8. From the very first I was struck with the high tone he assumed, unlike anything of the kind I had ever seen exhibited by others holding a corresponding situation elsewhere, which, however suited to a native Durbar, was quite out of place in my cutcherry. The influence he possessed over all the carcoons, some of whom he had managed to get appointed, was immense, and in the same degree was the hold he appeared to possess over the karbarees of the native states. His domestic expenses were unusually profuse, and the number of servants and horses he kept up, and the large retinue which accompanied him about the country, indicated rather a man of rank and importance than a mere carcoon in our employ. It was at once evident that either he was a man of unbounded means and independent of his salary, or that his expenditure, so inconsistent with his position on the establishment, remained to be provided from illegitimate sources. Lately he has constructed a stately house in the most commanding situation in the city of Baroda, at a cost certainly not much under half a lac of rupees.

9. In the praise, therefore, bestowed in the only certificate he possesses, I cannot join. His "utility" as a man of business was never very apparent to me, and his "honesty" I would by no means vouch for. That "his knowledge of the manner in which native governments act" is profound, may be allowed; and as, with those people, low craft and deceit, without any principle of honour and integrity, obtain the appellation of great parts, it may be that he is thought something of, though "respected" is not exactly the word I would apply to represent their opinion of him.

10. Feeling his continuance as the principal native officer in the Rewa Caunta establishment was in every respect injurious, I sought his removal at a very early period, which at last was effected by a new distribution of the salary he received. In desiring his departure, I have no one's interest to serve, unless it be that of the petty state, burdened with a contribution for which it received no equivalent. My own establishment has been reduced in number, and the only benefit derived from the change has been a greater degree of efficiency in the country, which was partly my aim in soliciting the alteration.

11. Neither the present Resident nor his immediate predecessor ever regarded petitioner favourably, and the late Mr. Sutherland frequently expressed to me his surprise that a man so unknown, and apparently so little deserving, should have succeeded to a situation which tried and faithful servants of our Government would have been too thankful to have received in the way of promotion.

12. For the situation, then, of native agent, (the most confidential and important that a man can hold, and which officers of the highest rank and unblemished character, like Nursoo Punt, aspire to) I consider Venaick Moreshwur in every respect unfit, as also for any other post of equal importance.

13. Such being my own opinion of this individual, I would willingly have postponed a reply to your letter, had I not been persuaded that these sentiments are coincided in by the Resident; but, as it is, should this representation be deemed by Government to be overcharged, Mr. Boyd can still be appealed to for a character. It will, however, be observed that petitioner admits that the Resident has never attended to his application for re-employment,—a fair indication of what is thought of him in that quarter.

I have, &c.
(signed) *A. Remington,*
First Assist. Pol. Commr. in Charge.

Baroda Residency,
22 February 1844.

Charges against Nursoo Punt.

MINUTE by the Honourable the Governor, concurred in by the Board, without date.

No. 1653.

FROM the account given of this person by Mr. Remington, I am of opinion that he is a very unfit person for political employ of any kind, and much less for the important situation of native agent at Baroda. He may be informed that Government cannot give him employment.

(signed) *G. Arthur.*
F. M'Mahon.
J. H. Crawford.
L. R. Reid.

No. 904 of 1844.—Political Department.

No. 1654.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *Venaik Moreshwur Furkey*, Bombay.

IN reply to your petition, dated the 27th December last, I am directed by the Honourable the Governor in Council to inform you that your request to be re-employed under Government cannot be complied with.

By order, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 20 March 1844.

No. 905 of 1844.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Remington*, Esq., First Assistant Political Commissioner for Guzerat in Charge.

Sir,

WITH reference to your report, dated the 22d ultimo, No. 43, on the petition from Venaik Moreshwur Furkey, dated the 27th December last, I am directed to inform you that, from the account given by you of this individual, the Honourable the Governor in Council is of opinion that he is a very unfit person to be employed in any political capacity, and more especially so in the important situation of native agent at Baroda. Venaik Moreshwur has therefore been informed that his request to be re-employed by Government cannot be complied with.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 20 March 1844.

(True extract.)
(signed) A. Malet, Chief Secretary.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Proceedings of Mr. Frere on the Seven Charges brought by Lieutenant-Colonel Outram against Nursoo Punt, being Appendix (A.) to (G.) to Letter from the Bombay Government, dated 17th February (No. 19) of 1852.

Received from *W. E. Frere*, Esq., the following Records:

Letter from Captain French to A. Malet, Esq., No. 282; dated 15 November 1848.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 47; dated 31st March 1851.

Letter from Captain French to Mr. Chief Secretary Malet, No. 199; dated 21 July 1849.

Letter from Captain French to Mr. Chief Secretary Malet, No. 55; dated 22 February 1849.

Letter from W. C. Andrews, Esq., to A. Malet, Esq., No. 70; dated 22 March 1847.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 209; dated 31 August 1848.

Letter from Mr. Chief Secretary Malet to Captain French, No. 5249; dated 15 December 1848.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 179; dated 30 July 1850.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 207 A; dated 7 Sept. 1850.

Letter from W. S. Boyd, Esq., to Mr. Secretary Willoughby, No. 304 B; dated 10 April 1842.

Letter from the Resident to Mr. Chief Secretary Malet, No. 215; dated 7 September 1848.

Accounts of the Village of Kassupoora, from 1901 to 1906 (A.D. 1844-45 to 1849-50).

Letter from Mr. Chief Secretary Malet to Captain French, No. 204; dated 12 January 1849.

Letter from Mr. Chief Secretary Willoughby to Sir R. Arbuthnot, No. 1569; dated 22 April 1846.

Letter from W. C. Andrews, Esq., to Mr. Secretary Malet, No. 187; dated 13 August 1846.

Mr. Secretary Malet's Answer to the above, No. 313; dated 22 January 1847.

Letter from Mr. Ogilvy to Mr. Chief Secretary Willoughby, No. 107; dated 13 March 1845.

Letter from Mr. Chief Secretary Willoughby to T. Ogilvie, Esq., No. 1905; dated 18 April 1845.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 207 B; dated 7 September 1850, with Appendix (H.)

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 229; dated 26 September 1850, with accompaniment.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 244; dated 11 October 1850, with accompaniments.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, Secret Department, without Number; dated 21 October 1850.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet; dated 10 April 1851, with accompanying "Statement of Facts."

Letter from Mr. Chief Secretary Malet to the Resident at Baroda, No. 2329; dated 24 June 1847.

Petitions from Joitabaee, dated 15 June and 29 July 1847; and from Ladbaee, dated 2 August 1847.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 207 B; dated 7 September 1850, and enclosures.

Letter from Mr. Chief Secretary Malet to the Officiating Resident at Baroda, No. 59; dated 4 January 1849.

Letter from Mr. Chief Secretary Malet to Colonel Outram, C.B.; dated 8 February 1851.

(signed) *J. Outram*, Resident.

Baroda Residency, October 1851.

FIRST CHARGE.

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(signed) *W. E. Frere*,
Special Commissioner.

Baroda, 21 October 1851.

FIRST CHARGE.

(A.)

No. 282 of 1848.—Political Department.

From Captain *P. T. French*, Acting Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH the intention of carrying out the orders of Government, given in your letter of the 4th November 1847, No. 4213, and many subsequent communications, Colonel Outram had the accompanying translations (with abstracts thereof) prepared in the case of Joitabaee, widow of Bechur Bhaee Samuldass, of the firm of Hurree Bhughtee of Baroda.

2. In addition to these voluminous documents, there are no less than 48 others of a subsequent date to the concluding one translated, yet the case is undisposed of, and seems as far as ever from an amicable settlement.

3. This will account for the delay that has occurred, and warrant, I hope, my submitting the subject for the consideration of Government, though in an unfinished state.

4. The untranslated papers are very similar to those now forwarded, in fact, in many respects, mere repetitions, a denial on one day of what on the previous one was admitted, subterfuge and evasions, but all on the part of the petitioner Joitabaee and her parents.

5. In a case of this nature we meet with impediments at every step in the investigation. The honour of a female of an ancient and respectable firm is concerned. One widow of the deceased banker states that the other had the usual monthly visitations after the death of her husband, and he, the people here assert, was unable to beget progeny, for a period that, if true, would at once settle the point. Thus it will be seen that insuperable difficulties beset the settlement of the question, either at the Residency or Durbar.

6. The petitioner, under the influence of a vakeel she brought from Bombay, evades an investigation. She questions the impartiality (perhaps rightly) of a punchayet appointed by his Highness, and she wished to have a lawyer from the Presidency to advocate her cause, thus departing from the customs and usages of her caste and profession.

7. My experience, mainly on the other side of India, of disputes in banking establishments has led to the impression, that few if any cases adjudicated through us, or by our intervention, hold good. The bank works on as usual, but the wound is unhealed, and a final settlement is made by the members through the aid of a punchayet of their own nomination, and were this matter disposed of by us or the Durbar, such I feel convinced would be the final result.

8. Besides, there will be many difficulties to carrying out our settlement, and that perhaps at the hands of the very party in whose favour the decision was.

9. The house of Hurree Bhugtee carries on its banking concerns as usual, but if encouragement be afforded to the evil propensities of the litigants by hearing them through hired wukeels, whose object must be to embroil all and "give bad counsel to gain their own ends," (*vide* Enclosure, No. 18), the firm will assuredly ere long suffer, and cease to be.

10. As we cannot establish by oral evidence the fact or otherwise of the child being that of a kolie, of the petitioner having been pregnant at the death of her husband, and his ability to beget offspring, without entering on an inquiry abhorrent to the feelings and prejudices of the caste the litigants belong to, and as such an investigation would in all probability fail to satisfy either party, while it would assuredly be most distaseful to the whole of the Seiths here, I beg to propose that, through the Durbar, both the widows be told to each name two persons, and conjointly a fifth, or sir punch, to determine their dispute, but first giving under their hand and seal, duly witnessed, a written agreement to abide by their decision. The parties may at the same time be warned that the British guarantee is "during good behaviour," (*vide* accompaniment to Mr. Boyd's letter No. 1121, 18th November 1840, entry No. 13), and be informed that their razeenama will suffice for both the Durbar and Government.

11. Should this proposition meet with approval, I shall have the honour of seeking the concurrence of his Highness to it, and I have every hope that the case may thus be finally adjudicated.

I have, &c.
(signed) *P. T. French,*
Acting Resident.

Baroda Residency, 15 November 1848.

No. 1.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 2 August 1847, No. 575.

SETANEE Joitabaee, widow of the late Paruck Betchurbhoy, of the firm of Hurry Bhugtee, made a petition to the Bombay Government, under date the 15th June 1847, which was received by the Resident, with endorsement, dated 23d July 1847, No. 6228, for report, stating that her husband died when she was in a pregnant state, afterwards she gave birth to a son; that this boy was taken away by the moonim goomashta, Baba Nafra, and given to a kolie; and the moonim has stated that the boy suddenly died, and after causing loss both to complainant

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complainant and her parents, placed the former in strict confinement. That complainant did everything to excite the pity of the Maharaj and her friends, but without success. The moonim caused the above imposition to be made upon the complainant, in consequence of the latter having questioned him regarding the losses and confusion he had caused in the affairs of the shop, which she had heard. That complainant holds the guarantee of the Honourable Company, and if she is released from her present confinement, she will state the whole affair, &c. The Maharaj, after taking the above circumstances into consideration, will be pleased to state what are the circumstances connected with this case, by whom is the Settanee placed in confinment, and upon what grounds, and in what manner is she confined? The whole of these circumstances to be given in detail, and let a reply be quickly sent.

No. 2.

Translation of a Note from the Resident to his Highness the Guicowar, dated 19 August 1847, No. 632.

The wife of Bhugteedass Bhanabhoy, named Larbaee, made a petition to the Bombay Government, dated 2d August 1847, which was received by the Resident, with endorsement, dated 7th August 1847, No. 2834, for report, stating that great imposition had been made upon her daughter Joitabaee, the widow of Betcherbhoy, of the firm of Hurry Bhugtee, and her son and complainant's husband, by Baba Nafra, who has placed them in strict confinement, and has made away with the wealth of the shop, &c. A note was sent on this subject from the Residency to the Guicowar Government, dated 2d August 1847, No. 575, consequent on the receipt of a petition from Joitabaee, but to which no reply has been received as yet; therefore be pleased to send a quick reply in detail regarding this case, as formerly requested.

No. 3.

Translation of a Note from the Resident to his Highness the Guicowar, dated 27 August 1847, No. 662.

Recapitulates the contents of the two former notes sent from the Residency, dated 2d and 19th August 1847, Nos. 575 and 632, and states that many days have elapsed, but no reply has been received. In order that a quick reply may be sent, the Resident had desired Govindrow Roria to remind his Highness of it, but no reply having been received, Nursoo Luxmon was sent to complainant to ascertain in what way she is placed in confinement, &c., who sent word to say, that she is prevented from leaving her room, and that a guard is placed over, &c. Yesterday Govindrow stated that the reply would be sent to-day, but which was not received. Therefore the Settanee must be released from her confinement in which she is placed by Baba Nafra. If any objection exist for so doing, a writing to that effect should be sent without further delay, and Baba Nafra is required to attend at the Residency to-morrow at 10 A.M. to give in his statement.

No. 4.

Translation of a Note from his Highness the Guicowar to the Resident, dated 18th Rumzan Soor Sun 1248 (A.D., 30 August 1847).

After recapitulating the contents of the three notes sent from the Residency, dated 2d, 19th, and 27th August 1847, Nos. 575, 632, and 662 respectively, proceeds as follows:

Complainant's statement is a made-up story, because neither Joitabaee nor her relatives, or any one else, ever preferred a petition to this Government charging Baba Nafra with imposition, and causing losses in the shop; therefore it is necessary to know who she got to make the petition. If the guarantee had been infringed, it would be necessary to write about. But this person is a subject of this Government, and whatever dispute there may be among families, the same should be reported to this Sirkar. In the 25th para. of a yad, dated 9th Zillhiz, Sumvut 1897 (A. D. 2 February 1841), mention is made regarding persons holding British guarantee, that whatever they have to state, they should make the same known to this Sirkar, and to this a reply was received that injunctions had been issued accordingly. But this has not been acted up to in the present case, by receiving the petition, and writing to this Sirkar on the subject. This Government, therefore, hopes, on the strength of friendship, that whatever had been written, the same would be acted up to. Baba Nafra was desired to ask Mahaluxmeebaee Settanee the elder widow of Betchur Samul, regarding the confinement of Joitabaee, and after releasing her to report the whole of the circumstances quickly to this Government, who accordingly presented a yad, copy of which is sent with this note. It is written, that delay having taken place in sending a reply, Nursoo Luximon was sent to complainant, but you should take into consideration that when a "kurur," or agreement, was made with Betchur Samul, the guarantee was not hereditary. If I were to write all the particulars on this subject, an unnecessary correspondence would be carried on between the two Governments. I therefore intended to speak to you on the subject of this agreement personally,

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pensonally, but as this month of Shrawun (August) being one of great festival in my religion, I had no leisure to do so. This Government has observed in the yad, with regret, that in consequence of an answer not being sent, Nursoo Luximon was sent to complainant, Joitabaee; Baba Nafra was directed on the 28th August to attend before you, and probably he has done so. This Government has hopes that you will kindly take the above matter into your consideration, and write to the Bombay Government in a clear manner.

No. 5.

TRANSLATION of a Yad from *Mahaluximee Baee Settanee*, Widow of Betchur Samul, dated 4th Shrawunvud, Sumvut 1903 (29 August 1847), being an Enclosure to the above.

THE Sirkar asked my moomim, Baba Nafra, why was Joitabaee Settanee placed in strict confinement? and after causing her release, whatever may be the circumstances regarding her case, to report the same to the Sirkar. But Joita is not in confinement. Joita was told that she was aware of all the circumstances, and by listening to the words of her parents, she would bring the shop into disrepute, which was not proper for her to do. By doing so, it would cause loss and injury to Purshotumbhoy, the heir of the firm. This she should consider. On which she replied, that her father should be entrusted with the shop business, and whatever money she may require for her expenses she will take, and not to tell her every time about the "bundobust" (arrangement) which "Shetjee" (her husband) had made, and that she will go wherever she likes, and no one is to prevent her, and declared that if she was thwarted in her wishes, she would sacrifice her life. From this, it became known that her mother is a person for causing mischief, and who knows that some day or other, by tendering bad advice to her daughter, she may bring "afut" (calamity) on the shop. In order that no stranger may have access to her, the sleeping apartment of the late "Setjee" (husband) was given to her to live in, attended by her female servants as heretofore, and I too go there and tender her my friendly advice as to how she should act; but through the instigation of some persons, she says that she will take a share of the shop. Such is her conduct, and although no imposition has been made on her, yet she has complained to the Sirkar; therefore some experienced and aged person from the Sirkar should be kept as a watch over her, which will keep her from going astray, and through them she can come and go to worship, &c., according to the respectability of our house; and the "bundobust," which the "Setjee" (husband) had made before her, is continued, and will continue so, and if it be necessary, the persons who may be placed over her can see into this also; and from my own part, no imposition is made on Joita Setanee. In order that she may not go astray, I give her my friendly advice. My object in representing to the Sirkar is this, that the Sirkar, without taking into consideration the family disputes of my house, should, as heretofore, continue to maintain the respectability of my house; because when there is any dispute among my caste people in the city, the inquiry is made at my shop, and award given. In this way the Sirkar has maintained our dignity as "Nuggur Sett." Now that the "Sett" is dead, and the child being a minor, the Maharaj should see that no change may take place in the practice which has continued as heretofore.

No. 6.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 31 August 1847, No. 671.

ACKNOWLEDGING the receipt of his Highness' note, dated 30th August 1847, forwarding copy of one from the elder widow of Betchur Samul, in reply to three notes sent from the Residency, dated 2d, 19th, and 27th August 1847, Nos. 575, 632, and 662.

The Maharaj states that the complainant's statement is a made-up story. That no complaint was ever made to the Guicowar Government of the imposition made by Baba Nafra. If the guarantee had been infringed, it would be necessary to write about it. That family disputes should be reported to the Guicowar Government, and that it was improper to have received the petition, and to have written on the subject. In reply, I beg to state, that on the receipt of Joitabaee's first petition, a note, dated 2d August, was sent, requesting that the whole of the circumstances in detail might be furnished for my information; and in the same note, the purport of that petition was given, to which a reply has only now been received, stating that it was "improper to have received the petition, and to have written on the subject. What does this mean"? Was it improper for the Bombay Government or the Resident to have received the petition, or that having received it, the Maharaj should not be called upon to furnish the information in detail? This does not appear plain, and unless a clear reply is received from the Maharaj, as to whether the guarantee has been infringed or not, and other matters, as stated in the petition, how can the points be answered? Therefore, to obtain full information, the Maharaj has been, and is now written to on the subject of that petition, and agreeably to the purport of that petition, full information should be furnished.

2. It is stated that Baba Nafra was desired to ask Mahaluximee Baee regarding the confinement of Joitabaee, and after causing her release, to report the whole of the circumstances, on

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on which a yad was presented, and a copy of it sent, from which all will be known. In reply, I have to observe, that it is written in the enclosure that Joitabaee was told that she was not doing right thus to bring the shop into disrepute, but that she did not give a proper reply. That she is in restraint so far, that no strangers have access to her, but that no further imposition is made on her. In reply, I have to state, that unless it is clearly stated what are the circumstances that will bring the shop into disrepute, this point cannot be cleared. In the room in which Joitabaee is kept, iron bars have been newly put to the windows, and a guard of sepoys is placed over it, and three servants have been permanently employed, besides whom no one is allowed to have access, and she is also prevented from going out and in. In this way she is placed in confinement. This was made known from personal inspection by Nursoo Punt. Baba Nafra stated before me that Joitabaee is not hindered from going to worship, but the vakeel, on her part, Amoolukram Rajeshwer, stated that the Baee is prevented from leaving her room to go to worship, and it does not appear for what reason the Baee has thus been kept in confinement. What fault has she committed? An inquiry into this having quickly, and in a proper manner, been made, it is requested that all the information may be furnished, in order that the case may be settled.

3. It is stated, that owing to there being a delay in sending a reply, Nursoo Punt was sent to Joitabaee, but that no hereditary guarantee was given to Betchur Samul (to authorise this interference on behalf of his widows). In reply, I have to state, that by referring to the guarantee papers, it will be seen, that on the death of Betchur Bhoy, the guarantee which he enjoyed, and which has continued to his family, according to "custom," does not cease.

4. It is also stated, that owing to no reply having been received, Nursoo Punt was sent to Joitabaee; that this having been written, the Maharaj has observed with regret. In reply, I have to state, that on receipt of Joitabaee's first petition, a note, dated 2d August, was sent from the Residency, requiring full information regarding her complaint; but for 17 days no answer was received. Meanwhile, another petition was received, therefore another yad, dated 19th August, was sent; still no reply was received, and in the interim, the vakeel of the complainant preferred a petition. On this Govind Row was desired to request the Maharaj to send a reply quickly; but this was not done, and a third petition was received from Bombay. Nursoo Punt was accordingly sent to complainant, to know the circumstances of her case. Afterwards, on the 26th August, Govind Row came and said that a reply would be sent next day; still none was received. On the same date a note was sent, desiring that Baba Nafra should be directed to attend. Therefore, as petitions were coming in from the complainant, and no reply could be obtained from the Guicowar Government, in order to ascertain, without further delay, the real circumstances relating to Joitabaee's confinement, it became necessary for the Resident to take measures for effecting a settlement of this case. If the Maharaj will take the above matter into mature consideration, he will see that there was no cause for his expressions of regret.

5. Mahaluximee Baee writes, that such cases of family dispute the Maharaj should not take into consideration. In reply, I have to state, that if any injustice has been practised upon persons holding "bhandree," even though arising out of family disputes, and a complaint be made to the Sirkar, it is necessary to inquire into the same. From what is written above, the whole will appear plain, and I request, that agreeably to what is written in the 1st and 2d paras., inquiries may be instituted, and that the whole of the circumstances be investigated.

No. 7.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 3 September 1847, No. 680.

THE vakeel of Setanee Joitabaee, the widow of Paruck Betchur Samul, named Amooluckram Rajeshwur, has reported that Baba Nafra, after taking away the Baee's son, kept him in some place, but no information can be obtained regarding him, and requested that measures may be adopted to recover the child. The Resident had hoped that the Maharaj, in prosecuting this inquiry, would have adopted means for tracing out the boy, and preserving him from injury; but from the above, this does not appear to have been done. I therefore request that after recovering the boy, he may be delivered to Joitabaee, so that until this case is settled, the boy may remain at ease, to the satisfaction of the Baee. After the same has been done, send a quick reply.

No. 8.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 6 September 1847, No. 686.

AFTER recapitulating the contents of the two former notes, dated 31st August, No. 671, and 3d September 1847, No. 680, proceeds as follows:

The Resident had hoped that the Maharaj would, as requested, have caused the boy to be delivered over to the Baee, but what has been done in this case, nothing is known.

Regarding this case, a note was first sent from the Residency, but no reply having been received for 17 days, another note was sent; still no answer was received. Nursoo Punt went to the Baee to ascertain the circumstances of her case. On this the Maharaj expressed his regret in his reply. Nevertheless, two notes as above-mentioned were sent, chiefly requesting that the Baee should be released from confinement, and the boy restored to her, yet nothing is known whether the same has been done. On the 4th September, Nurso Punt was again sent to the Baee, to ascertain regarding her case, who brought a written statement of what the Baee had told him. On seeing which, the Resident found that the hope which had been entertained that the Maharaj would cause what was necessary to be done, was not fulfilled. A copy of the statement of the Baee, as above-mentioned, is therefore sent with this note, from which the whole will be known, and it is requested that the Baee may immediately be released from confinement, and her son restored to her, and that a quick reply be sent. If no objection exist for so doing, it is requested that the Baee and her father may be removed from confinement, and sent to the Residency, for the purpose of stating their own case. If a reply is not sent immediately, the Bombay Government will be written to on the subject. This is written for the Maharaj's information.

No. 9.

Enclosure of the above.

Translation of the Statement of *Joitabaee*, Widow of Betchur Samul, aged about 19 years.

Being desired to relate the circumstances of my case, I state, that Nursoo Luximon, about 10 years ago, came to me, when I briefly stated my case; but now I again state, that about six months ago, I was in my house, and my son Moteelall was at my parents' house. The moonim goomashta, Baba Nafra, of my shop, of his own accord, sent persons to my parents' house, and, by force, brought my son away to this house, and the second day he gave him away to some kolie. After my son was brought from my parents' house, he was not shown to me. I do not know who that kolie was, nor was I asked about his being given away. About 10 or 12 days before my son was given away to a kolie, I and my son were living in the "havellee" (mansion); I remained in it, but sent my son over to my parents' house at night. The second day after this, a guard was placed over me, and I was prevented from going out and coming in, and my son was also prevented from coming to me from my parents' house. Ten or twelve days after this, my son was forcibly brought and given away; a guard was placed over my parents' house, and my father was placed in confinement. Therefore, both myself and my father should be released, so that I may be able to state as to where my son is, and all other circumstances to the Resident. At present I do not wish to say more. I am still in confinement, and prevented from going out and coming in, and am even prevented from going to worship.

The Baee objected to annex her mark to this statement.

No. 10.

Translation of a Note from his Highness the Guicowar to the Resident, dated 27th Ramzan Soorsun 1248 (A.D. 8 September) 1847.

After briefly recapitulating the contents of the Resident's note, dated 31st August, 3d and 6th September 1847, Nos. 671, 680, and 686 respectively, proceeds as follows:

Mahluxmeebaee Setanee has now submitted to the Sirkar a detailed yad of the circumstances relating to the son of Joitabaee. Copy of which, and an extract from a paper of arrangement made by Bechurbhoy regarding Joitabaee, are sent, from which all will be known. From a perusal of these papers, it appears that three, or three and a half months after the death of Bechurbhoy, Joitabaee was delivered of a son, at which time, according to custom, the "Suwaree," (his Highness) went to congratulate. Afterwards, a report was spread in the city that Joita Setanee did not give birth to a son, and that there was some fraud in it; but for some days this report was not known in the house, owing to its great respectability as that of a "Nuggursett," but afterwards it was known all over the house, when the elder widow of Bechur Samul, on hearing it, made it known to the Sirkar, at which time the Sirkar, having taken into consideration the great respectability of Betchur Samul, inquired about the circumstances from first to last, from which it appeared that fraud had been practised regarding the birth of a son. It became therefore a matter of reflection, that under this Government this house is one of great respectability, and in order to maintain that respectability, this Government did not institute any further inquiry into the matter. On its being publicly known that Joita Setanee, who is young (aged about 18 years), had practised the fraud "of giving birth" to a son, in order that no one should teach her to commit such frauds in future, and lead her astray, it became necessary to keep her in restraint, so far only that, according to the rule of the house, she should not go out, nor strangers have access to her; therefore, that Joita Setanee may not be prevented from going to worship, &c., two aged and faithful persons, as goomashtas, and a baee* should attend on her, and with whom she should go and come. If the Setanee should be going elsewhere than to places where she ought to go, the goomashta is to report the same immedi-

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* Female attendant.

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ately to the Sirkar, accordingly Mahaluxmee Setanee was desired to do so, and the restraint on Joita Setanee was removed. It is necessary that measures should be taken, when it is found that women are going astray. The father of Joitabee, named Bhana, was told to give "Hazee Zameen" (security for personal appearance), and on his furnishing one Mahaluxmee Setanee will be desired to remove the guard placed over him. In the note No. 686, it is requested to send Joitabaee and Bhana to the Residency, but it does not look well to send a female to the Residency; this the Resident should take into consideration. The Resident will be pleased to take the whole of the above circumstances into consideration, and out of friendship write to the Bombay Government, and then if the Honourable the Governor be of opinion that an inquiry into this case is necessary, both persons will be sent for by this Sirkar, and an inquiry will be instituted.

TRANSLATION of a Yad from *Setanee Mahaluxmee Baee*, Widow of Betchur Samul, dated 11th Shravun Vud, Sumvut 1903 (A. D. 5 September 1847,) being an enclosure to the above.

THE Sirkar sent for my moonim, Baba Nafra, and said that Joitabaee has now made a complaint of the imposition made on her regarding her son, and directed him to inform the Sirkar the true circumstances of this case, which Baba informed me. The circumstances of the case are, that up to the death of the "yett," (husband) my rival, Joita, was not pregnant, nor did she ever say that she was so, and every month she had her courses. If she was pregnant, it is customary in our caste to make "uggurnee" (a ceremony performed on a maiden's first pregnancy in the 7th month,) and this would have been done had she been so. Settjee (my husband) for one year was ill, but for seven or eight months before his death, he could not move without the help of other persons; this was well known to all. The Sett, seeing his ill state, made arrangement regarding the affairs of his house, at which time a clause was written about Joita, copy of which was shown to the Sirkar in the month of Falgoon Sumvut 1903 (A.D. February 1847,) the contents of which the Sirkar must have understood. In this manner Settjee had written, and at the same time Joita was made acquainted with the purport, on which she desired that a reconciliation should be made between us, and to place Purshotum (my son) in her lap, with his own hands; on this the Sett got angry and said, what is the meaning of this? When I replied, what harm is there in doing it, our whole dependence is on Purshotumbhoy; on this, the Sett placed Purshotumbhoy in Joita's lap with his own hands; at that time were present, my father Vujoobhoy, and Joita's father Bhanabhoy, and my mother and her mother, together with Baba and other Goomashtas dependants, and Moteeram "vyeed" (doctor); such being the case, Joitabee, three or three and a half months after the death of the "Sett," when the fraud of having given birth to a son became known, was sleeping in the house on the night of Magshair Vud 8th, Somwar Sumvut 1902 (A. D. Monday 22d December 1845,) and at midnight she went over to her father's house without informing me of it, and the next morning gave out a report that she had given birth to a son on the night previous; on this, I began to consider what imposition is this; being in mourning, and if I were to say anything now to the Sirkar, the character of Hurree Bhugtee's house, which is the largest firm in the city, would sustain injury; therefore with this fear I remained quiet, and the celebration of the 12th day was therefore not made upon a grand scale. I did not keep any spite towards her on account of our rivalship, but from that day a report has been spread in the city that Joitabaee was not delivered of a son, and that some fraud had been practised, which, when I heard, I began to consider what can I do in this; what is to happen, will happen. About 12 or 13 months after this, it was known that the son of Kolee Rugoonath Nuthoo, of Meethapoor, had been brought, who, when he came here, produced the writing passed by the father of Joitabaee to him. On making an inquiry, it was found that the son died from small-pox, at which time the son of Tulaveea Dulla, of Amlyara, was sent for through Havildar Dadabhoy. The father of Joitabaee, named Bhanabhoy, and Havildar Dadabhoy, were employed at Amlyara on duty, and in connexion with them this was done. On this being known I took Joita aside, and asked her why she was going to bring disgrace on the house, and desired her to state everything as it had happened. On this she felt ashamed, and said, "You are aware I was not pregnant, what are you questioning me for now; you should ask my parents about this, as it was done at their desire." On this her mother was sent for, for the purpose of being questioned, who did not come, but abused the person who went to call her, and then ran away, and if she is gone to live under the protection of any one, let her be so. Afterwards her father was questioned, who gave impertinent answers; therefore four sepoys were placed over his house, because Bhanabhoy is a servant of my shop; and another thing, Joita kept her jewels with her mother, who having broke them up and sold them, commenced secretly, in the house of other people, to raise false stories. From this it became known that Larbaee and Bhunabhaee, in order for their own advantage, got Joitabee to commit this fraud. This case having occurred in my house, was one that requires to be settled by our caste people; the principal persons were therefore sent for, and after seating them on one side, told them the whole affair, who replied, that as such a thing had happened, this boy should not be kept; they further state, that since the report of the birth of this boy was given out, every one in the city used to say, that there was fraud in it, and this has been proved now; therefore a "bundobust" should be made in this case, otherwise the "caste" will be polluted.. Afterwards, this boy was made over to the Tulavee of Amlyara, from whom he was taken, and both parents were placed in the

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Thannah of Amlyara, and fearing that Larbaee, who is a person for creating mischief, and who has run away, would go there and create a disturbance, five sepoys were kept there afterwards; as cholera began to rage in that village, this boy fell a victim to it on 2d Jeitsood 2d, Sumvut 1903 (A. D. 14 June 1847). On hearing this news, Mehta Hurjewon was sent there to inquire, who after making inquiries, returned and stated the whole circumstances; such are the circumstances regarding the boy, and having brought them now to the notice of the Sirkar, it is better for me to die than to survive the disgrace which has been brought on my house and on my caste, but I am helpless, and the Sirkar is my parent; Settjee has placed Purshotumbhoy under the protection of the Sirkar, and therefore the Sirkar should keep his eye on him. Beside having observed the present conduct of Joitabaee and her mother, who is a person for creating mischief, and having joined her, intends to ruin the shop, and if I were to say anything about it, it would be attributed to my rivalship; but if the above circumstances are carefully taken into consideration, it will appear that the report of giving birth to a son, and the keeping up of the 12th day, is all fictitious. I would at that time have gone, and taken women with me to ascertain the truth or otherwise of the report, and there was no difficulty for me to do so; but I then considered the respectability of my house; but now the matter having become public, I am obliged to make it known as above stated. There is no difference in it.

Signed by *Vujoobhoy Vunsheedass*,
at the desire of the Baee.

No. 12.

TRANSLATION of an Extract from a Paper of "Agreement," made by *Shett Bechurbhoy*, regarding his Family and Shop Affairs, dated 1st Shravun Shood, Sumvut 1901 (A. D. 4 August 1845), the 1st paragraph of which to relates Joita Settanee, as follows:

THE younger Settannee is to receive one lack of rupees, and to place it at interest, which should be carried to her credit. An account should be kept of all the expenses incurred on account of jatra, &c. The list of jewels should be annually compared. If any are lost they should be made good from the lack of rupees.

No. 13.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated the 9th September 1847.

AFTER recapitulating the contents of his Highness's note, dated the 8th September 1847, proceeds as follows:

In the enclosure it is stated that the son of Kolie Rugoonath Nuthoo, of Meetapoor, had been brought, and that those persons afterwards came here and produced a writing passed by the father of Joita; that this boy died of small-pox. I request therefore you will be so good as to send for my perusal the writing shown by Koolie Rugoonath, and also his and others' statements, if taken, on the subject; also send whatever papers there may be touching the death of the boy from small-pox, as stated. It is also mentioned in the inclosure, that when the son of the Koolie of Meettapoor died, the son of Tulavee Dulla, of Amlyara, was brought through the Havildar. If the statements of the Tulavee, his wife, the Havildar, &c., have been taken, please to send also them for my perusal, and I request that any documentary evidence there may be connected with the circumstances stated in the enclosure, may be sent in original for my perusal.

No. 14.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated the 16th September 1847, No. 722.

AFTER recapitulating the contents of the Resident's note, dated the 9th September 1847, No. 701, proceeds as follows:

It is stated, that on the 10th September Govindrow brought a message from your Highness to the effect that your Highness intends, after having completed the inquiry into this case, to send the proceedings for my perusal, and requested me to direct the vakeel of the complainant to attend before the Guicowar Government, when an inquiry into this case will be instituted, and the papers sent to the Resident. On this, Govindrow was informed that the vakeel would be directed to attend, and he was desired to request your Highness to send an early answer to the note sent from the Resident on the 9th instant. After this the vakeel Amooluckram Rajeshiver was directed, on the 11th September, to attend at your Highness' durbar. Such being the case, yesterday Amooluckram presented a yad, stating that Joitabaee is prevented from speaking to any one, and that nothing has been done regarding the release of her father, and that he went to Joitabaee, but the Goomashta in the "Havillee"

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"Havillee" prevented his seeing the Baee. A copy of this yad is enclosed for your Highness's information, and whatever reply your Highness may have to make, please to send it soon, agreeably to my note No. 701. I request that the papers relating to this case may be quickly sent to the Residency, and also to state what objection there is for the vakeel to visit Joitabaee.

No. 15.

TRANSLATION of a Yad from *Joitabaee,* Widow of Betchurbhoy.

THE Sirkar was pleased to write to the Guicowar Government for my release; on this the Jasood of the Guicowar came and gave me hopes of being released, as follows:

The iron chains which were placed on the windows and lattices of the rooms next to that in which I live were removed, and I was allowed to move about in the house; but Baba has kept near me two Goomashtas in his interest, to listen to all I speak, therefore I have no faith to speak before them, and it rests with you to send a yad to cause their removal.

2. My father Bhanabhoy is confined in his own house: four Arabs are placed over him. The Sirkar's Jasood came and told him that if he will furnish "hazurzamine," he will be released. On this, means are being taken to furnish "hazurzamine," but he cannot get any one who will stand security for him at the Guicowar Government; therefore please to send a peon to bring my father to the Residency, and it rests with you to hear his case.

No. 16.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated the 18th September 1847, No. 726.

A NOTE was sent to the Guicowar Government from the Residency, dated the 9th September 1847, No. 701, regarding a petition preferred by Joitabaee, widow of the late Betchur Samul, complaining of her son having been forcibly taken and given away to a kolie, to which no reply has been received yet. In the meantime Govindrow Rova brought a message from your Highness, stating that your Highness intended immediately investigating the circumstances of this case, and would report the same to the Resident, and requesting that the vakeel of Joitabaee may be sent to the Guicowar Government. Accordingly the vakeel was ordered to go; but nothing is known as to whether any inquiry into the case has been made; in consequence of which a note was again sent on the 16th September 1847, No. 722, to which no reply has been received. Yesterday (the 17th), when Govindrow came to the Residency, he was desired to inform your Highness that nothing is known as to what has been the result of the inquiry instituted in this case, nor has the reply, which was requested to be sent soon, yet been received. Govindrow replied, that the vakeel of Joitabaee did not attend before the Guicowar Government, and requested that he might be directed to do so. On the vakeel being questioned why he did not attend, he replied, that he went to Joitabaee, but the Goomashta there told him that if he brought any person, either from the Guicowar Government or the Residency, he would be allowed to visit Joitabaee, not otherwise, for which reason he was not allowed to visit her, and that, unless he sees the Baee, how can he carry on the business as a vakeel; but after seeing the Baee he will carry on the business. On this Nursoo Punt was directed to take the vakeel at once to Joitabaee, and to ascertain in what way the Baee has been released from confinement, who reported this day that he went yesterday evening with Vakeel Amoolukram to Joitabaee, and introduced the vakeel to Joitabaee, who replied that the iron bars which had been put to her window had been removed, and that permission is given her to go to worship; but the restriction that no persom should have access to her is still in force, and that she has not had any interview with her father. That the three persons who were in constant attendance on her used to go to their houses, but for the last 10 or 15 days they were prevented from going; this is a new restriction. If her vakeel who has now come to her be permitted to visit her she will make arrangements for sending him to the Guicowar Government, and also to the Resident, to inform him of her case. In this manner Joitabaee stated to Nursoo Punt. Afterwards Nursoo Punt went to the Moonim Baba Nafra, and the father of Mahaluxmee Baee, named Vujoo Bhaee, who were in the "huvellee" (mansion), and told them the above circumstances, and desired that the vakeel of Joitabaee might be allowed to visit Joitabaee. On this Baba replied, that the restriction is that no strangers should have access to her, and if such vakeels are allowed to visit the Baee, and an inquiry into the case be commenced, the house of Hurree Bhugtee will instantly be ruined, and thereby sustain loss in every way. That Joitabaee holds the guarantee, and not Purshotumbhoy and Mahaluxmee Baee, is not the case; therefore such an arrangement should be made by the Resident, that a respectable house like this may not suffer loss, and that he should represent this matter to the Resident. Such being the case, if the vakeel, after seeing Joitabaee, wishes to carry on a dispute in this matter, Mahaluxmee Baee will, after entrusting her house, &c., to the Resident, proceed to Bombay, and let happen what is to happen. In this manner he spoke; the purport of which is, that no permission should be given to the vakeel to visit Joitabaee. In this manner Nursoo Punt reported. On this I write

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write to say, that it is but just and necessary to write to the Bombay Government a true account of the matter complained of in the petition of Joitabaee, after a proper inquiry has been made into it. A message has also been received from your Highness, stating that your Highness purposes at once to institute inquiries into this case, which is proper; your Highness also sent a message by Govind Row, requesting me to direct the vakeel of Joitabaee to attend before the Guicowar Government. Accordingly the vakeel was ordered to attend; but in this Baba Nafra, as above stated, has interposed obstacles. From this I am led to suspect that there is some treachery in this case. There was no necessity for Baba to throw any such obstacles in the way; I therefore request that a quick and searching inquiry may be instituted, and I hope that no persons belonging to Joitabaee, or her vakeel, will be prevented from having access to her, and that those persons placed over her may be allowed to go to their houses, and that your Highness will be pleased, after instituting proper inquiries into this case, to send a quick reply. Setanee Mahaluxmee Baee should be informed, that whatever she has to communicate to the Resident, the same should be done in writing.

No. 17.

TRANSLATION of a Note from his Highness the Guicowar to the Resident, dated the 7th Shaval Soorsun 1248 (A.D. 18 September 1847).

AFTER recapitulating the contents of the Resident's note, dated the 18th September 1847, No. 726, proceeds as follows:

In this case, the answer received from Mahluxmee Setanee, widow of Betcher Samul, was forwarded formerly with a note from this Government, in which it expressed its opinion that the matter should be brought to the notice of the Bombay Government. To this a note, No. 701, was received in reply from the Residency, requesting that the original depositions, &c., may be sent for the Resident's perusal. On this a "takeed" was given to Mahluxmee Setanee to produce these papers, but this Government considered that the papers relating to the above-mentioned case should be first shown to and examined by good and respectable persons, whose respectability is equal to that of her own house, previous to sending them to this Government. Accordingly, Meer Surfraz Allee, Gopalrow Myral, Trimbuck Shastree, and Bappoo Shastree, were desired to examine them. The cause of the delay Meer Surfraz Alee states, is owing to his observing the "Ramzan" feast, and sitting up at night reading the Koran, and the indisposition of Gopalrow Myral. They are, however, entrusted with the business which is in progress. As soon as they have examined the papers, and have explained the circumstances to the Government, this Government will then inform the Resident in a clear manner. In the present note, it is stated that the vakeel has been prevented from seeing Joitabaee; this and other matters were written. On this Baba Nafra was sent for, and was desired to ascertain the cause of it from Maheeluxmee Setanee, who after explaining the reason why the vakeel should not be admitted, stated, that if any information is required from Joitabaee, the Sirkar should send a kamdar for that purpose. Her father, who is well acquainted in all matters, should have access to her, and who should communicate with the Sirkar also. To this effect a yad was presented to this Government by Mahaluxmee Baee; copy of which is sent with this note, from which you will know all. By doing so, there appears no necessity for strangers to go to her "as vakeel." This Government twice sent word by Jasood to Bhanabhoy to give "hazur zamine," yet he has not done so, and he remains as he is; I therefore request to be informed whether, if he does not furnish "hazur zamin," is he to be liberated, or how? and on receipt of your reply, injunctions will accordingly be issued.

No. 18.

TRANSLATION of a Yad from *Mahaluxmee Setanee*, Widow of Bechur Samul, dated Bhadurpud Sood 10, Sumwut 1903 (18 September 1847), being an Enclosure to the above.

A NOTE was received by the Guicowar Government from the Residency regarding the vakeel having been prevented from seeing Joitabaee, &c. On this Baba was sent for and questioned, who communicated the circumstances through my father Wujoobhoy. If the circumstances of this case are taken into consideration by both Governments, all will be known. I therefore state that vakeel Amoolukram came to this shop, and spoke to the Goomashta, &c., in an arrogant manner. Let that be. The Goomashta at the same moment informed me of it, at which time Baba was not present; but I considered this vakeel to be a stranger, and that for his own advantage, he might misrepresent matters, and take some writing from her, which would cause some embarrassment hereafter. Therefore he was desired to obtain the permission of either the Sirkar or the Resident on this. On Bhadurpud Sood 7th (17 September, Friday), Nursoopunt Tatia, in company with Amoolukram Vakeel, went to Joitabaee Setanee to obtain some information from her, and on their going away, Baba Nafra and Vujoobhoy stated all the objections that existed against the visit of the vakeel, &c. I have no objection to the appointing of a vakeel; but in this case it should not be done, the reason of which is, that this is a private matter; what should not have happened has occurred in this, he is to be a vakeel, and the object of a vakeel is to give bad counsel to gain his own end; therefore no vakeel should be allowed in this business. If

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If the Sirkar has questions to put to Joita Setanee, as a kamdar from the Residency comes direct, so one from the Sirkar may be sent also. Bhanabhoy, the father of Joitabaee, can in a proper way freely visit her, and after ascertaining from her, inform the Sirkar of it. If this is done, there can be no objection of any kind; but Joita's object is to carry on a fraud (turkut) through the vakeel, and cause a correspondence between us, and thus ruin the shop. This the Sirkar should take into consideration, after which it should act as it thinks proper. As both Governments have up to this day maintained the dignity of my house, so it should be continued; therefore Joita's father should be questioned in this case, as to who should have access to her; further, the servants, &c., are not prohibited from attendance on her. It is not customary for men (strangers) to have access to women; is this to be allowed, or not? please to say. This being but just, and by acting contrary to it, and by listening to her and to the persons on her part, a strict eye is intended to be kept on me, they will misrepresent matters regarding her complaint, &c., much more than they have now done; therefore, no trust should be put on what they say. Let that be. My present request is this, that if the "Sirkar," as protector, will once more fairly take the circumstances of my case into consideration with reference to the rule observed in my house, the whole will be known both to the Sirkar and the Resident. It is written on the strength of the petition of Joita, that there is treachery on the part of my kamdar. What reply can I now make to this charge? Let that be. If the Resident will take all this into consideration, he will fully understand the matter. In every person's house, disputes at times of minor or greater importance take place, and according to the respectability and rule of the house, a settlement is made. In short, it remains with both Governments to maintain our character amongst our caste people, and in the affairs of our shop.

No. 19.

TRANSLATION of a Yad from his Highness to the Resident, dated 7th Souwal 1248 (corresponding with 18th September 1847).

MEER SURFRAJ ALI and Gopalrow Myral having been appointed by this Government to inquire into the circumstances of the petition made by Joitabhaee, widow of the late Bechur Samul Paruck, regarding her son, I have the honour to forward copy of a yad received from them, requesting the attendance of certain persons residing at the village of Meetapoor, pergunnah Napar, and I beg you will oblige me by taking the necessary steps for their speedy attendance, as therein solicited.

No. 20.

TRANSLATION of the Enclosure alluded to above.

THE Resident Sahib should be requested to cause the attendance of the following persons, whose evidence is required in the case of Joitabaee (the names of five persons of Meethapoor Taba Napar are here specified).

No. 21.

TRANSLATION of a Yad from the Resident to his Highness, dated 21 September 1847, No. 730.

AFTER recapitulating contents of his Highness's yad of 18th September, proceeds as follows:

I quite agree with your Highness in thinking that Joitabaee's father, by name Bhanahhoy, should be allowed to advise her in this case; regarding the release of the said Bhanabhoy without furnishing security, in the first place I am not aware of the reason of his being placed in confinement; and secondly, why he should not be released without finding security; under these circumstances I am of opinion that he should be set at liberty

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No. 22.

TRANSLATION of a Note from the Resident to his Highness, dated 6 November, No. 897.

AFTER acknowledging receipt of his Highness's yad, dated 18th September, with enclosure, proceeds as follows: "I wrote to the Kaira magistrate regarding the people of Mertapoor, mentioned in your Highness's letter, and the five persons as per margin, having been received accordingly, are herewith forwarded for the purpose of being confronted by your Highness, and I request that anything which yet remains unsettled in this case may be completed immediately, and the result reported to me, as many days have elapsed since the receipt of Joitabaee's petition from the Bombay Government, and no answer has yet been forwarded on the subject.

1. Takore Ameersing Hurreebhoy.
2. Jeebhaee Hurreebhaee.
3. Shasungjee Bhikabhaee.
4. Kolee Ragoonath Nathoo.
5. Jemr. Judbhaee Jalumbhaee.

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No. 23.

TRANSLATION of a Yad from the Resident to his Highness, dated 10 November 1847, No. 904.

A LETTER having been received from Mr. Chief Secretary Malet, dated 4th November 1847, No. 4213, calling for my report on the petition made by Joitabaee, widow of the late Paruck Bechur Samul, of the firm of Hurree Bhugtee, dated 15th June 1847, I beg to state that I have not as yet been informed of the result of your investigations relative to the several documents which I forwarded to your Highness connected with this subject, I trust, therefore, you will have the goodness to furnish me with the necessary information at your earliest convenience, to enable me to submit the case for the consideration of Government.

No. 24.

TRANSLATION of a Note from the Resident to his Highness, dated 15 November 1847, No. 919.

I HAVE the honour to forward copy of a yad received from Bhanabhaee on behalf of Joitabaee Setanee, widow of Paruk Bechur Samul, dated 13th November 1847, from the first para. of which you will observe that her father is not permitted to converse with her, and that her other relations are prevented visiting her; this has surprised me very much, as from letters received from your Highness, I was given to understand that she not being considered in the light of a prisoner, was under no restraint whatever; I request, therefore, that you will have the goodness to inquire into this matter, remove the cause of complaint, and see that such does not occur in future; the contents of the second and third paras. are worthy of your Highness's consideration.

No. 25.

TRANSLATION of a Yad from *Bhanabhaee* above alluded to, dated Kartic Shood 5th (corresponding with 13 November 1847).

WHEN my father came to see me yesterday, two goomashtas, named Luxmeedass Narratum and Geilah Khooshal, came and sat near me; I requested them to go away, as I wished to converse with my father regarding my distressed condition. Upon this, one of them, after speaking to Baba, returned, and seated himself by my side; and on my again asking him to go away, he said that Baba had desired him to be present, while I was conversing with my father. I beg, therefore, that I may either be allowed to visit my parent's house, or that whenever my relations come to see me, there be no necessity for a goomashta being present, and that as I am now in ill health, no objection should be made to my relations visiting me.

Baba Nafra has set my three servants against me, and having taken one of them, by name "Gunga" to Meer Sahib's house, they (Baba and Meer Sahib) urged her to write that the child had died of small-pox; but she replied, how can I tell such a falsehood, when about 50 people accompanied her to the church in the morning, and returned in the evening? Baba continued, all the others have written as I told them, and why won't you do the same? She answered, unless I saw the dead child, how can I tell such a lie? When she was leaving the house, Baba desired her not to tell me what had passed between them.

The people of Meethapoor have been called as witnesses in this case, and their depositions will be taken by the Guicowar Government to the same effect as those of the inhabitants of Amulyara; therefore I request that I may be favoured with copies of these documents, when I will prove to you whether their statements are correct or not, and you will be made acquainted with all the circumstances of the case during your personal investigation.

No. 26.

TRANSLATION of a Note from the Resident to his Highness, dated 18 November 1847, No. 923.

BHANABHAEE has presented a yad in behalf Setanee Joitabaee, widow of the late Paruck Bechur Samul, dated 16th November 1847, to the effect that the wife and son of Wamunrow Vunktesh *alias* Baba Nafra, are leaving Baroda, under pretence of going on pilgrimage, that when Joitabaee was delivered of her son Moteellal, Baba's wife went to see her at the request of Shetanee Mahluxmee, and as inquiries are being instituted in this case, and her evidence will be necessary, she requests that her departure may be deferred until the dispute has been decided. A copy of this yad is forwarded for your Highness' information, and I trust such steps may be taken as you may deem necessary, to prevent any delay occurring in the settlement of this case.

No. 27.

Translatioon of the Yad alluded to above.

I am given understand that the wife and son of Carkoon Wamunrow Vinkutesh are to leave Baroda in a day or two, under pretence of going on pilgrimage; but as she was sent by Mahaluxmee Shetanee to visit me when my son Motteelall was born, her evidence will be necessary when the case is investigated; and as I have claims against her husband, I beg she may be prevented going, or removing her property until my case has been decided.

No. 28.

Translation of a Yad from his Highness to the Resident, dated 7th Zilhis 1248 (16 November 1847).

With reference to a yad from the Residency, dated 10th November 1847, No. 904, calling for information relative to the petition of Joitabaee, widow of the late Bechur Samul, for transmission to the Bombay Government, I have the honour to state, that agreeably to instructions from this Government, Meer Surfraz Ali, Gopal Rao Myral, Trimbuck Shastree, and Bappoo Shastree; on investigating the case, a yad had been received from these persons, copy of which is herewith forwarded, requesting that copies of the petitions of Joitabaee and her mother Ladbaee, be furnished them, and that the latter person may be called to Baroda. I beg, therefore, that you will have the kindness to comply with their request, in order that the parties may be confronted, and full inquiries instituted, the result of which shall be reported to you. I have further to request the favour of your reporting the purport of this letter to the Bombay Government.

No. 29.

Translation of Enclosure above alluded to, dated 8th Kartik Shood 1904 (corresponding with 16 November 1847).

Agreeably to orders received from his Highness the Guicowar, the circumstances of the petition made by the wife of Paruck Beechur Samul, by name Joitabaee, relative to her son, are being inquired into; the depositions of the people of Amleyarra, Meethapoor, and the city of Baroda have been taken; but to complete the investigation, the Resident Sahib should be requested to furnish copies of the petitions which Joitabaee and her mother, Ladbaee, presented to the British Government; and it is necessary that Ladbaee should be called to Baroda for the purpose of being confronted with the other parties; after full inquiries have been instituted, the result shall be reported to your Highness.

(signed) *Meer Surfraz Ali.*
Gopal Rao Myral.
Trimbuck Shastree.
Bapoo Shastree.

No. 30.

Translation of a Note from his Highness to the Resident, dated 15th Zilliz 1248 (24 November 1847).

After recapitulating contents of the Resident's letter, No. 919, dated 15th November 1847, proceeds as follow:

Banabhoy was permitted to visit Joeitabaee as usual; at the same he was given to understand that anything they might have to say to each other must be communicated to this Sirkar; to this effect the Resident Sahib was informed by Govindrow, and Bhanabhaee has never remonstrated with this Government on the subject, but he goes to the Residency and troubles the Sahib, from which it appears that he is anxious to impress you with a favourable opinion regarding him by misrepresenting the case, which would lead to a correspondence, for which reason I beg you will kindly take into consideration the fact of his not having informed me of the matter, and reprimand him as you think proper. Regarding the second para. of Joitabaee's yad, in which she states that Baba Nafray and Meer Surfraz Ali tried to induce Gunga to speak about her son; I have personally inquired of Meer Surfraz Ali, who positively declares that he knows nothing of the story, upon which I sent for the woman Gunga, and confronted her with him; she also denied the fact; and after taking her deposition on the subject, I desired Meer Surfraz Ali, Gopalrow Myral, Trimbuck Shastree, and Bappoo Shastree to inquire into it; and also regarding the objection made to Bhanabhaee visiting his daughter, the result of these inquiries shall be communicated to you. Should Joitabaee have anything to complain of, she ought to inform this Sirkar of the circumstances, when proper arrangements will be made immediately; but if she acts contrary, and prefers a complaint to the Resident, I beg to bring to your notice that such should not be permitted. Instructions have been given to Mahaluxmeebaee Shettanee that no objection is to be made to Bahnabaee visiting his daughter Joitabaee.

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No. 31.

Translation of a Yad from his Highness, dated 15 Zilliz 1242 (24 November 1847).

After repeating contents of the Resident's note, dated 18 November 1847, No. 923, proceeds:

Having been informed of the contents of the yad presented by Bhanabhaee in behalf of his daughter Joitabaee, I have the honour to bring to your notice that he never reported this circumstance to the Durbar, but preferred his complaint direct at the Residency; that when sent for to attend at the investigation he is never to be found; and the only answer that can be got from the people of his house is, that he is "gone to the Bungalow," (meaning Residency), I shall feel obliged therefore by your instructing Bhanabhaee and his daughter Joitabaee to inform me of the subject of their complaint, and direct the former to attend on this Government when called. Relative to what is written regarding the wife of Baba Nafra going on pilgrimage with all her property, it is necessary for Joitabhaee to enter into particulars as to the amount of property, to whom it belongs, and where it is going to, when, after consulting with Mahaluxmee Shetanee, widow of the late Bechur Samul Paruck, on the subject, should it appear necessary, arrangements will be immediately made. With respect to Joitabaee's statement relative to Baba Nafra's wife having been sent to visit her by Mahaluxme Shetanee, it was well known for the last month that Baba Nafra's family intended to go to Dwarka on pilgrimage, and Bhana and Joitabaee ought to have informed the Sirkar of it before; but how is it that the parties were allowed to proceed one stage on their journey before anything was said about it, and then only a report to the Resident. As it seemed requisite to question Baba Nafra's wife on the subject, I beg to inform you that I have desired them to remain two days at Chanee, and directed Trimbuck Shastree and Bappoo Shastree to go and take her depositions.

No. 32.

Translation of a Note from the Resident to his Highness, dated 2 December 1847, No 973.

I have the honour to forward, for your Highness's information, copy of a yad presented by Banabhaeee on behalf of Shetanee Joitabhaee, widow of Paruk Bechur Samul, dated 1st December 1847, in which it is stated that Joitabhaee, on hearing her former depositions read to her on the 29th November 1847, entertained doubts as to their correctness; but I am given to understand that when her depositions were read to her on that day, in the presence of Trimbuck Shastree, Bappoo Shastree, and Nursoopunt, she made not the slightest objection to them; therefore the Baee should be consulted, and arrangements made accordingly. The request contained in the yad for a person to assist Bhanabhaee is worthy of your Highness's consideration.

No. 33.

Translation of the Yad above alluded to, dated 1 December 1847.

The Sahib had the kindness to say, that as my case was being investigated by the Guicowar Government, Bhanabhaee should go and state all the particulars. Such was not my intention; but, according to your orders, he went, and his deposition was taken in his Highness's cutcherry; Trimbuck Shastree and Bappoo Shastree came and took mine. On the 29th November 1847 Nursoopunt read it over to me, and it then struck me that it was not according to what I had stated, for which reason I determined to send you this yad, to inform you of the fact; which, when the case is inquired into at the Residency, will become apparent. The Guicowar Government take depositions, and my father's signature at night time; but he cannot read properly at night, and has been so bewildered at the loss of the boy that I beg you will order a person to attend him who can explain and read to him.

No. 34.

Translation of a Yad from his Highness to the Resident, dated 21 Zilliz Sooasun 1248, (30 November 1847).

Referring to his Highness's letter, dated 15 Zilliz 1248 (24 November 1847), in reply to one from the Resident, dated 15 November 1847, No. 919, proceeds as follows:

I herewith have the honour to forward copies of a yad, with six enclosures, received from Meer Surfraz Ali, Gopulrow Myral, Trimbuck Shastree, and Bappoo Shastree, which I shall feel obliged by your taking into consideration.

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No. 35.

TRANSLATION of the Yad above mentioned, dated 2d Kartick Wud 1904, (24 November 1847).

AFTER recapitulating contents of the Resident's note, No. 919, proceeds as follows:

Agreeably to your Highness's orders, we have the honour to inform you, that having shown the Resident's note, with enclosure, to Baba Nafray, manager of the firm of Paruck Hurree Bhugtee, he stated, that after representing the circumstance to the elder Shettanee Mahaluximee Baee, her reply should be submitted to us, which, having been received accordingly, is herewith forwarded for your Highness's information. The two goomashtas of Paruck Hurree Bhugtee, named Luxemeedass Nurrotum and Ghella Khooshall, referred to in Joitabaee's yad, having been called, depose to the following effect: that "we both were employed to take care of Joitabhaee on the night of Kartick Shood 4th, (12th November 1847). Bhanabhaee came to visit the Shettanee, and we accompanied him; on Joitabhaee's desiring us to sit outside, we did so; and she and her father bolted the door, and remained for about two hours; Bhanabhaee then went home, and we did not interfere with him in any way whatever," &c. &c.

Relative to the 2d para. of Joitabaee's yad, complaining of Baba Nafra having tampered with her three attendants, and taken one, named Gunga, to Meer Sahib's house, and endeavoured to persuade her to state that the boy had died of small-pox, &c. &c., having, in the presence of your Highness, questioned Meer Sahib on the subject, we herewith beg to forward his reply for your Highness's information. Gunga Mahrattanee having, on the same day, been examined, states as follows: that "she has never spoken to Meer Sahib, neither could she recognise him; Baba Nafra one day took her to some person's house, and asked her to state what she knew about the child, but he never instructed her to say that the boy had died of small-pox; a fair-complexioned Mussulman, of about 25 years of age, was sitting writing there at the time, but she did not know who he was," &c. And having questioned Baba Nafra on the subject, he deposes to the following effect: "that he did not attempt to tamper with or threaten Joitabaee's attendants, neither did he ever, in the Meer Sahib's house, or in any other place, endeavour to persuade Gunga to state that the child had died of small-pox," &c. What Shetanee states in the third para. of her letter relative to copies of the depositions of the people of Meetapoor, &c., the case being under investigation, the request strikes us as being only intended to raise suspicion.

Copies of documents herewith forwarded are as follows:

1 Copy of a yad from the elder Shettanee Mahaluximee Baee.
1 Copy of the deposition of Gomashta Geila Khooshall.
1 Copy of deposition of Goomashta Luxemeedass Nurrotum.
1 Copy of Meer Sahib's statement in presence of his Highness.
1 Copy of a yad from Wannunroa Venktesh Nafra.
1 Copy of deposition of Gungee Maharattanee.

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From which six documents all particulars of this case will be known.

(signed) *Meer Surfraz Ali.*
Gopalrow Myral.
Trimbuck Shastree Munohur.
Bappoo Myral Shastree.

No. 36.

TRANSLATION of a Yad from his Highness to the Resident, dated 30th Zilliz 1248, (9 Decemher 1847).

AFTER repeating the contents of the Resident's letter, No. 973, of the 2d instant, proceeds as follows:

Copies of your letter, with enclosures, were forwarded to Meer Sufraz Ali and Gopalrow Myral, with instructions to report the result of their inquiries; accordingly a yad with two enclosures has been received from them, copies of which are herewith transmitted for your information, from which you will observe that the kamdars have not been able to obtain a satisfactory answer from either Joitabaee or her father, Bhanabhaee; I therefore request you will have the goodness to speak to them on the subject.

No. 37.

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No. 37.

TRANSLATION of the Yad above alluded to, dated 14th Kartic Wud, 1904 (6 December 1847).

HAVING been desired to report on the subject of the Resident's letter, No. 917, dated 2d December 1847, we beg to state that Trimbuck Shastree and Bappoo Shastree were sent to consult Shetanee Joitabee, &c.; report of their proceedings is herewith forwarded for your information, from which it appears that when Nursoo Luximon visited the Shetanee on 7th Kartic Wud (29 November 1847), and her former depositions were read to her, she at that time made no objection, and from the yad which she presented to the Resident, stating that they did not write as she desired, &c., it seems evident that some one must have induced her to make the statement; in such cases it is very difficult to elicit the truth; we trust, therefore, your Highness will consider the matter, and give the necessary instructions.

Relative to the Shetanee's request to employ a person for her father's assistance, we beg to state that in such cases, unless an answer is obtained from the person questioned the truth cannot be elicited, and such is the custom. After the answer has been written, and shown to a confidential friend of Joitabaee and her father, they should sign it; or, if they please, when a question is put to them, Bhanabhaee should reply, after consulting with the Shetanee; but at the time of putting the question no other person must be allowed to instruct them in the matter.

No. 38.

TRANSLATION of *Bappoo Shastree* and *Trimbuck Shastree*'s Reports above alluded to; dated 12th and 14th Kartic Wud 1904 respectively (4 and 6 December 1847).

AGREEABLY to orders, we both went to Shetanee Joitabaee to inquire about her son, and her answers written by the karkoon in our presence. After reading them over to her and her father, the latter signed them; they were written in the Guzerattee language, and when the Resident's native agent came on 7th Kartic Wud (29 November 1847); the document was read in presence of the Shetanee, her father Bhanabhaee, Dulputram Bhaechund, and Omoolukram; at that time she made no objection, which, from the purport of the Resident's letter, he must ere this have been made acquainted with, therefore there is no occasion for us to enlarge on the subject; but if these persons are permitted to make such false statements, suspicion will attach to us kamdars; and we can only add that their depositions were written exactly as stated by them.

No. 39.

SECOND Report, dated 14th Kartic Wud 1904 (6 December 1847).

IN consequence of the Resident's letter we went to Shetanee Joitabaee on 12th Kartic Wud (4 December 1847), between 3d and 4th October (P.M.), and asked her why, after statement was properly written down and signed by her father, and read over to her in presence of Nursoo Luximon, on the 29th November, she now reports to the Resident that it is incorrect. She requested that her former deposition might be read to her, which was accordingly done. She then said that her monthly courses took place twice after she became pregnant, which she informed some other women, who told her that it did not signify, and that the time must be reckoned from the day she became in the family way. What she has now stated is at the instigation of other women, which was formerly omitted. She also states, that while her husband was alive she once had a miscarriage; and thinking that it might happen a second time, she did not mention to anybody that she was in the family way. So much was omitted to be written. After writing all this, she was asked who would sign the paper; she desired us to call her father; accordingly a peon named Danee Sing was sent, but did not find him at home; the Shetanee said he would come in the evening; we therefore waited for some time, and sent Jankojee Naik to call him; he also returned unsuccessful; and after once more sending Danee Sing without effect, Shetanee told us to come next day, and and that she would inform Bhanabhaee. An hour and a half after sunset we returned, and Akberalli of what had passed; the next day, between three or four, we went to the Shetanee, and found Bhanabhaee sitting with her; we told him all that had occurred the day before, upon which they commenced a discussion, and said they had nothing to write. We then requested them to write answers to our questions, and sign them; but they refused to do so, and we came away. From this it appears that the first day the Shetanee made no hesitation in giving her answers, but the second day they were at variance, and would say nothing, which looks as if they had been ill-advised. A check should be put on such proceedings in future.

(signed) *Trimbuck Shastree.*
Bappoo Shastree.

No. 40.

TRANSLATION of a Note from the Resident to his Highness, dated 11 December 1847, No. 1004.

AFTER acknowledging receipt of his Highness's yad, dated 9th December 1847, with three enclosures, proceeds as follows:

Regarding what is stated in your Highness's yad relative to Joitabaee and her father, Bhanabhoy, giving unsatisfactory answers to the kamdars, and requesting me to speak to them on the subject, I beg to inform you that I sent for Bhanabhaee, and instructed him accordingly.

2. In your Highness's reply to my letter, nothing is stated regarding Joitabaee's request to employ somebody to assist her father, Bhanabhaee; but in the enclosure, Meer Surfraz Ali, &c., write that the person questioned should himself reply, and that such is the custom; to which I quite agree. But this is particularly applicable to witnesses, and it is not customary to object to either the plaintiff or defendant employing vakeels or agents in presenting their case when it is of great importance, and the parties concerned are females, &c., incompetent to uphold their cause. In all courts of justice this indulgence is allowed, and in magisterial cases, also, accused parties are permitted to employ vakeels. It is true that the person questioned should give his reply; but without the assistance of vakeels in examining witnesses on either part, how could such a case be conducted? From what is stated in the enclosure by Meer Sahib and others, that Shetanee or Bhanabhaee should sign their statements after showing them to some confidential friend, or that Bhanabhaee should reply after consulting with the Shetanee on the subject, it appears that Bhanabhaee is unable either to read, write, or give an opinion; therefore it is very evident that some assistance is actually necessary, which is equally applicable to both parties. I am therefore of opinion that, taking these circumstances into consideration, Shetanee should be permitted to employ a good, respectable person for the assistance of her father.

No. 41.

TRANSLATION of a Note from the Resident to his Highness, dated 17 December 1847, No. 1022.

AFTER repeating the contents of his Highness's letter, dated 30th November 1847, proceeds:

The request contained in the first paragraph of Joitabaee's petition, that her relations should not be prevented visiting her, is not alluded to in the yad from Meer Sufraz Ali, &c., accompanying your Highness's letter; and, from the enclosed yad from Mahaluximeebaee, it is very apparent that, with the exception of Joitabaee's father, no other relative is permitted to see her; therefore, I request you will have the goodness to take this into consideration, and favour me with your Highness's opinion on the subject.

No. 42.

TRANSLATION of a Yad from the Resident to his Highness, dated 24 December 1847, No. 1043.

IN reply to your Highness's yad, dated 16th November 1847, I do myself the honour to forward copies of the under-mentioned documents, as therein solicited:

1. Translation of the English petition preferred by Joitabaee to the Bombay Government, dated 15th June 1847.
2. Translation of the English petition preferred by Ladbaee to the Bombay Government, dated 2d August 1847.
3. Copy of Joitabaee's Guzerattee petition to the Resident, dated 28th August 1847.
4. Copy of Ladbaee's Guzerattee petition to the Resident, dated 1st September 1847.

Which four documents are herewith transmitted for your Highness's information, and I beg to inform you that, in reply to my letter to Government, requesting Ladbaee's attendance at Baroda, I was informed that instructions had been given accordingly.

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No. 43.

Translation of a Note from his Highness to the Resident, dated 12th Suffer 1248 (19 January 1848).

In reply to the letter requesting that Ladbaee should be ordered to Baroda to give evidence in the case of Joitabaee's petition, regarding her son; I have received your letter, dated 24th December 1847, No. 1043, stating that my request has been complied with; but I have the honour to forward copy of a yad received from Meer Surfraz Ali and others, stating that, in consequence of her non-arrival, the investigation of this case has been postponed; I request, therefore, you will oblige me by expediting her attendance at Baroda.

No. 44.

Translation of *Meer Surfraz Ali*, &c. Yad above alluded to; dated 14th Poush Shood, Sumvut 1904 (19 January 1848).

With reference to our letter to your Highness's address, dated 8th Kartick Shood, Sumvut 1904 (16 November 1847), requesting the attendance of Ladbaee to complete the investigation of the case pending on the subject of Joitabaee's son, regarding which you addressed the Resident, and received a reply, dated 24th December 1847, informing you that the Bombay Government had directed her to proceed to Baroda, we beg to state, that Ladbaee not having yet made her appearance, the case is delayed; and request, therefore, you will again write to the Resident on the subject.

(signed) *Meer Surfraz Ali.*
Gopall Row Myral.
Trimbuck Shastree.
Bappoo Shastree.

No. 45.

Translation of a Yad from the Resident to his Highness, dated 9 February 1848, No. 144.

After acknowledging the receipt of, and repeating the purport of his Highness's yad, dated 12th Suffer 1248 (19 January 1848), proceeds as follows:

In reply to my reference to Government on this subject, I have the honour to inform your Highness that a letter has been received from Mr. Chief Secretary Malet, dated 5th February 1848, No. 548, to the effect that orders have been given to Ladbaee to proceed to Baroda without delay.

No. 46.

Translation of a Yad from the Resident to his Highness, dated 15 February 1848, No. 154.

I have the honour to forward for your information, copy of a petition from Shetanee Joitabaee, widow of Bechur Samul, of the firm of Hurry Bhugtee, dated 14th February 1848; and request you will cause petitioner to be informed of the proceedings which have taken place in this business, or, if requested, to furnish her with a copy thereof. I beg you will favour me with an answer to this effect.

No. 47.

Translation of a Yad from *Joitabhaee* to the Address of the Resident; dated 10th Maghshood 1904 (14 February 1848).

I cannot approve of the arrangement in this case; for there is so much partiality and ill-feeling going on, and all sorts of endeavours are made to exculpate Baba Nafra. The evidences of several of his Highness's subjects is very necessary in my case; and I cannot understand the proceedings of the punchayet, who carry on the investigation without reference to me, with a view to injure me as much as possible, and they persist in inquiring into things they have no business with, which is to me surprising. I preferred a petition to the British Government relative to the ill-treatment I have received at the hands of Baba Nafra, against whom the charge of conspiracy ought to have been established; instead of which his Highness has relinquished this, and charged me with the offence, according to Baba's original complaint against me. But I beg to remind you that I told you, in the first place, I had no confidence in his Highness's killadar; upon which you desired me to proceed to the Durbar cutcherry, after which you promised to investigate the matter. Accordingly I went to his Highness's cutcherry, and from the appearance of the four persons there assembled, I thought they were belonging to the plaintiff. I was obliged to make a short statement before them, but the petition which my mother presented to the Bombay Government contains

contains a detailed account of the case, which I could not give, because I did not like the appearance of the people, and was very much afraid of them. I requested an authenticated copy of my statement, but it was refused, because they hoped to accuse me of prevarication. When I reported these circumstances to you, you desired me to appoint a vakeel, as I did not know how to carry on the investigation properly, upon which I sent for a trustworthy person, who will be here in a few days. This case has been going on for last eight months, and I am at a loss to know what has been done regarding it; therefore I request to be favoured with an authenticated copy of the proceedings; after perusing which, I will inform you of whatever I may have to say on the subject.

I further beg to acquaint you that the inquiries into this case are not carried on justly at the Durbar, and request therefore that, agreeably to my mother's and my own petition, you will investigate the case at the Residency, when all the fraud and rascality connected with this business will be brought to light. My father is at present unable to wait upon you in consequence of sickness, but when he recovers he will call upon you.

No. 48.

Translation of a Yad from his Highness to the Resident; dated 13th Rubill Auvul 1248 (19 February 1848).

I beg to inform you, that on some of the members of the punchayet in Joitabaee's case going to the Shetanee to institute inquiries, they failed in obtaining any satisfactory answers. Bhanabhoy, on the plea of sickness, is not in attendance, and Ladbaee has not yet made her appearance; consequently the case cannot be completed. On this subject a yad has been received from the members of the punchayet, copy of which is herewith forwarded for your information; and I beg you will kindly arrange for the speedy attendance of Ladbaee.

No. 49.

Translation of a Yad, from *Meer Surfraj Ali*, &c., to the Address of his Highness; dated 8th Magh Shood 1904 (12 February 1848).

With reference to your Highness's orders relative to the Resident's yad to the address of your Highness, dated 7th December 1847, No. 991, we have the honour to report that, agreeably to orders, Trimbuck Shastree and Bappoo Myral Shastree were sent to Joitabaee, and on their telling her to listen to the depositions of the people of Meethapoor, pergunnah Nuriad, and of Amleearah, purgunnah Baroda, and to ask them any questions she chose previous to telling them to go to their houses, she replied that her father, Bhanabhaee, was indisposed, and that if, when he recovered, it was considered necessary to examine these persons, it would be done.

A Sirkar's jasood, named Jankojee, has been sent to Bhanabhaee two or three times, but the latter gives no answer, and sends a message to say he is not well, and remains in his bed. The people from Meethapoor, &c., are complaining of the inconvenience they experience by remaining in Baroda.

The Shastree's mother, Ladbhaee, has not yet arrived, and Bhanabhaee pronounces himself indisposed, therefore it remains for the Sirkar to decide how this case is to be disposed of.

No. 50.

Translation of a Yad from his Highness to the Resident; dated 17th Rubbil Awul Soor Sun 1248 (23 February 1848).

After acknowledging the receipt of the Resident's yad, No. 154, with accompaniment, proceeds as follows:

I have the honour to forward copy of a yad received from Meer Surfraj Ali, Gopall Rao, Myral, &c., on the subject of your letter alluded to above, from which it appears that until this case is finally settled, it is not customary to furnish a copy of the proceedings to either party, and that the complaint preferred by Joitabhaee against the kamdars is unfounded; I therefore request that, if you deem it expedient, you will inform the Shetanee to this effect.

No. 51.

Translation of a Yad from *Meer Surfraj Ali, Gopall Rao Myral*, &c., to the Address of his Highness; dated 3d Magh Wud 1904 (22 February 1848).

Having received orders to report on the subject of the Resident's letter, No. 154 of 1848, we beg to state as follows:

With reference to the first para. of the Shetanee's petition, stating her ignorance as to what steps have been taken in her case, and requesting a copy of the proceedings, we beg to inform you that, pending the arrival of Ladbhaee, who petitioned Government on the subject, and is quite conversant with the facts of the case, this investigation cannot be completed.

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To this effect we have several times spoken to you, and two yads have been written on the subject, upon which you addressed the Resident, and received a reply that orders had been issued to Ladbhaee by the Bombay Government directing her to proceed to Baroda; but until she makes her appearance the proceedings must be suspended, and it is not the custom to furnish either party with copies of the papers until the case is decided.

The inquiries which have hitherto been made in this matter have been already made known to your Highness, and the depositions of Joitabhaee and Bhanabhaee, &c., have been taken exactly as stated by them, as also those of the people of Meethapoor and Amleearah, and Bhanabhaee has been frequently called by your Highness's naique for the purpose of hearing them read. The Shetanee has also been informed of the purport of these depositions by Trimbuck Shastree and Bappoo Myral Shastree, who replied that when Bhanabhaee had recovered, she would make the necessary arrangement. Such being the case, the Shetanee advances many complaints against us, which there is no necessity for us to take any notice of, because we carry on the duty properly; and it only remains for us to bring this circumstance to your Highness's notice with a view to her being warned against making similar assertions in future.

The above is written for your Highness's information, and what Joitabaee writes regarding the copy of the proceeding has been referred to in the first para.; but if we are not mistaken, Nursoo Punt formerly visited the Shetanee, and on reading her deposition to her, she made no remark. But two or three days afterwards, at the instigation of some one, she declared that it was not correct, which has all been reported to the Sirkar, and by now calling for a copy of the papers, she evidently wishes to raise disputes, at the instigation of foolish people; and, as we have before said, it is not customary to furnish copies of the proceedings of magisterial cases until it be completed, which, after both Governments have maturely considered the matter, will become apparent.

No. 52.

TRANSLATION of a Yad from the Resident to the Address of *Joitabaee Shetanee*; dated 2 March 1848, No. 35.

AFTER informing her of the receipt of his Highness's yad, dated 13th Rubill Awul (19 February 1848), and the contents of Meer Surfraj Ali's report therewith received, as also of the purport of his Highness's letter, dated 17th Rubill Awul (20 February 1848), proceeds to state that these letters have been read to your ghoomashta, and their contents is now written for your information.

No. 53.

TRANSLATION of a Memorandum by *Nursoo Punt*, the Native Agent, regarding Joitabaee's case.

Baroda, 26 August 1847.

PETITIONS having been preferred by Joitabaee, widow of Paruck Bechur Samul, of the firm of Hurree Bughtee, to the Bombay Government, and sent for the Resident's report, the native agent was directed to visit Joitabaee, and inquire into the circumstances of the case.

On questioning the Baee as to whether she presented a petition to Government or not, she replied that she had reported the circumstances of her case to her mother, who had gone to Bombay, and requested her to petition Government on the subject, which she did accordingly. The purport of the petition was, that Baba Nafra Mooneem had deprived her of her son, declaring it was not her own, had given it to a kolie, and placed her father and self in confinement.

On asking her what privations she had to undergo, and how kept in confinement, she replied that she lived in one room, at the door of which Baba Nafra had placed a sentry to prevent her going out; that, with the exception of her three servants, no one was allowed to visit her; that since she was placed in confinement, iron bars had been fixed to the windows; and her father, who resides in Bazwarra, is also confined to his house, and a guard placed over him; her child, of 15 months old, has been given by Baba Nafra to a kolie; and that her husband's first wife and Baba are of the same opinion regarding her.

On the 4th September 1847, Nursoo Punt was desired to go to the Baee, and inquire where her son then was; what she said on the subject was written in a separate paper and given to the Resident.

On the 17th September 1847, Nursoo Punt was directed to proceed to Joitabaee with her vakeel, and desire her to appoint him or any other person to carry on her case.

The Baee replied that when her vakeel was permitted to visit her without interference, that she would arrange to send him to the Gaekwar, and also to the Resident. She said that the iron bars had been removed from the windows, and that she was now permitted to visit the temple; but that persons were still prevented visiting her, and she was not even allowed to see her father; that within the last 15 days even her own servants were prevented leaving the house, which was a new arrangement, and that two goomashtas were stationed outside her room.

The native agent then went and saw Baba Nafra and Wuzoobhaee (father of Shetanee Mahaluxmee), and informed them that his Highness had directed Joitabaee's vakeel to attend at the Durbar, and that on being ordered accordingly, he complained of not being permitted

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permitted to visit the Baee, upon which the Resident desired that he should be allowed to do so, and that he was not to be prevented in future. Baba Nafra replied, that strangers were prohibited visiting her; and that if such people as the vakeel were allowed to have intercourse with the Baee, the firm of Hurree Bhugtee would immediately be ruined; moreover, that as Joitabaee enjoys the guarantee of the British Government, so does also Purshotumbaee and Maha Luxmee Baee; therefore the Resident should make such arrangements as will prevent injury occurring to the firm of Hurree Bhugtee; that the Guikwar government has been informed of the circumstances of the case, and that they should also be made known to the Resident; that if, therefore, Joitabaee, with her vakeels, continues this dispute, Mahaluxmee Baee will make over her property to the Resident, and proceed to Bombay. In short, the purport of Baba Nafra's statement is, that vakeels, &c. should be prohibited visiting Joitabaee.

On the 29th November, Nursoo Punt again proceeded to the Shetanee, with orders to read the depositions to the Baee, and ask if they were correct, and if so, what were her reasons for not signing them? On this question being put to the Baee, she replies, that having once signed the deposition, there was no necessity to affix her signature to another document. Upon which Trimbuck Shastree and Bappoo Shastree asked the Baee if she had any questions to put to the wife of Baba Nafra; and her reply thereto was written and signed by her father in her name. Bhanabhoy was afterwards questioned, and his replies recorded and signed by him. Copies of both these documents were given to the Resident.

No. 54.

TRANSLATION of Questions put by *Trimbuck Shastree* and *Bappoo Myral* to *Joitabaee*, and her replies thereto; dated 7th Kartick Vud 1904 (29 November 1847.)

Question. HAVE you any questions to put to Anpoornabaee, wife of Baba Nafra; if so, state what they are?—*Answer.* Whatever answer my father, Bhanabhoy, gives to this question, I will agree to.

When you were asked, yesterday, if you had any questions to put to Anpoornabaee, you replied in the negative, and wrote to that effect in your deposition; what is the reason, therefore, of your saying that your father will reply to the question?—I did not write to this effect yesterday.

Why, did you not say, yesterday, that you would agree to whatever answer your father gave on the subject?—I did not say that I had no questions to put to Anpoornabaee.

This is not a proper answer to the question?—My father, Bhanabhoy, will reply to this question for me.

No. 55.

TRANSLATION of Questions put to *Bhanabhoy*, and his Replies thereto; dated 29 November 1847.

Question. JOITABAEE having agreed to abide by your replies, state if you have any questions to put to Anpoornabaee?—*Answer.* On this subject Joitabaee will write to her mother, and on receipt of her reply, we shall know what to ask Anpoornabaee.

Have you now any questions to put to Anpoornabaee on the part of your daughter?—I have only to ask her if, when Joitabaee was confined, whether I sent to inform her of the event or not.

Have you any other question to put?—No, I have not.

Four petitions from Joitabaee and one from Larbaee have been received by the Resident, the purport of which is contained in the above correspondence. There are also six yads on this subject, translations of which are not considered necessary.

(True translations.)

(signed) *M. Battye*, Assistant Resident.

ABSTRACT of Correspondence between the Resident and his Highness the Guicowar, regarding the Case of *Shetanee Joitabaee*, Widow of the late Bechurbhoy, of the Firm of Hurree Bhugtee.

No. 1, No. 575, dated 2d August 1847. From the Resident to his Highness, giving the substance of Joitabaee's petition to the Bombay Government, dated 15th June 1847, and requesting a detailed account of the circumstances connected therewith.

No. 2, No. 632, 19th August 1847. From the Resident to his Highness, giving the substance of a petition preferred by the wife of Bhugteedass Bhanabhoy, by name "Larbaee," to the Bombay Government, regarding her daughter Joitabaee, referring to former letter, No. 595, and requesting a speedy reply.

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No. 3, No. 662, 29th August 1847. From the Resident to his Highness, stating that in consequence of not having received an answer to the two former letters, Nursoo Luximon had been sent to inquire into the matter, directing the Shetanee's release from confinement, and desiring the attendance of Bafa Nafray at the Residency.

No. 4, 30th August 1847. From his Highness to the Resident, pronouncing Joitabaee's petition to be without foundation, for reasons specified; complaining of the petition having been received by the British authorities; forwarding copy of a yad from Mahuluximee on the subject, regretting that Nursoo Luxamon was sent to make inquiries, and requesting that the Bombay Government may be informed of the matter.

No. 5. From Mahaluximee Shetanee, widow of Bechur Saniul, dated 29th August 1847, alluded to above, stating that Joitabaee is not in confinement, and giving reasons why her conduct should be narrowly watched.

No. 6, No. 671, 31st August 1847. From the Resident to his Highness, acknowledging receipt of his Highness's letter, dated 30th instant, calling for an explanation of the contents, and full information on the subject; requesting to be informed of the reason of Joitabaee being placed in confinement, stating that the guarantee did not cease at Bechurbhoy's death; giving reasons for sending Nursoo Punt to inquire into the case, and pointing out the necessity for settling family disputes of persons holding the guarantee of the British Government.

No. 7, No. 680, 3d September 1847. From the Resident to his Highness, referring to the report of the Baee's son having been taken away, and requesting that the child be immediately recovered and restored to its mother.

No. 8, No. 686, 6th September 1847. From the Resident to his Highness, transmitting copy of the Bhaee's statement, requesting her immediate release and restoration of her son; adding that, in the event of no reply being received, the Bombay Government would be written to.

No. 9. Statement above alluded to, gives particulars of the manner in which her son was taken from her, and the treatment she experienced from Baba Nafra.

No. 10, 8th September 1847. From his Highness to the Resident, forwarding copy of Mahaluximeebaee's statement relative to the fraud said to have been perpetrated by Joitabaee as to the birth of her son, and giving reasons for keeping her in restraint, which was afterwards removed; stating that on Bhana furnishing the required security, he will also be set at liberty, remonstrating against these persons being sent to the Residency, and requesting that the circumstances be reported to the Bombay Government.

No. 11. Mahluximee's letter, above mentioned, gives a full and particular account of the circumstances connected with the fraud.

No. 12, 4th August 1847. Extract of an agreement drawn up by Shet Bechurbhoy, relative to his family settlements, in which the younger Shettanee's share amounts to one lack of rupees.

No. 13, 9th September 1847. From the Resident to his Highness, requesting that any statements which may have been taken connected with the subject alluded to in the above enclosure be sent for perusal.

No. 14, No. 722, 16th September 1847. From the Resident to his Highness, stating that Govindrow had been directed to request an early reply to the Resident's letter of the 11th September, and that the vakeel was desired to wait on his Highness.

No. 15. Transmitting copy of a yad received from Amoolnckram, complaining of the treatment which Joitabaee and her father were subject to, and requesting full and speedy information on the subject.

No. 16, No. 726, 18th September 1847. From the Resident to his Highness, informing his Highness that no answer has as yet been received to the Resident's two former communications on this subject; that the vakeel sent from the Residency had been refused an audience with Baee; consequently, Nursoopunt was directed to accompany the vakeel to Joitabaee, and his report being so very unsatisfactory, the Resident intends writing to the Bombay Government all particulars of the case; stating that Baba Nafra's objections are very suspicious and ungrounded, and requesting that the persons belonging to the Baee be no longer prevented visiting her.

No. 17, 18th September 1847. From his Highness to the Resident, explaining the cause of the delay in transmitting the documents called for by the Resident, forwarding copy of a yad from Mahaluximee Baee, containing Baba Nafra's reasons for objecting to the vakeel's conference with Joitabaee, and requesting instructions regarding Banabhoy.

No. 19, 18th September 1847. From his Highness to the Resident, stating that Meer Surfraj Ali and Gopal Rao Myral had been desired to inquire into Joitabaee's case; and,

No. 20. Forwarding copy of a yad received from them, requesting the attendance of some people of Meetapoor.

No. 21,

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No. 21, 21st September 1847, No. 730. From the Resident to his Highness, agreeing with his Highness regarding Bhanabhaee advising his daughter, and giving his opinion that he, Bhanabhaee, should be released from arrest.

No. 22, 6th November 1847, No. 897. From the Resident to his Highness, forwarding five prisoners received from the magistrate of Kaira, and requesting a speedy report of the result of his Highness's inquiries.

No. 23, 10th November 1847, No. 904. From the Resident to his Highness, stating that Government had called for a report on Joitabaee's petition, and requesting information on the subject as early as possible.

No. 24 and 25, 15th November 1847, No. 919. From the Resident to his Highness, forwarding copy of a yad from Bhanabhaee on behalf of his daughter, complaining of Baba Nafra's conduct, requesting his Highness to inquire into the matter, and remove the cause of complaint.

Nos 26 and 27, 18th November, No. 923. From the Resident to his Highness, transmitting copy of a yad from Bhanabhoy, suggesting that Baba Nafra's wife and son be detained in Baroda until Joitabaee's case is decided; requesting his Highness to take such steps in the matter as he may deem necessary.

No. 28 and 29, 16th November 1847. From his Highness to the Resident, referring to the Resident's letter, No. 904, and submitting copy of a yad from Meer Surfray Ali and others, calling for copies of Joitabaee and her mother's petitions, requesting that they be furnished with the same, and Ladbaee called to Baroda.

No. 30, 24th November 1847. From his Highness to the Resident, stating the conditions on which Bhanabhaee was prevented visiting his daughter, and suggesting that he should be reprimanded for not representing his grievance to the Durbar, adding, that both Baba Nafra and the woman Gunga deny the accusation contained in Joitabaee's letter, and that persons had been appointed to investigate the matter, repeating that all complaints should, in the first place, be preferred to his Highness, and that no objection would be made to Bhanabhoy visiting his daughter.

No. 31, 24th November 1847. From his Highness to the Resident, complaining of Banabhaee's conduct, and requesting that he be directed to attend at the Durbar, stating that Baba Nafra's family had been detained at Chanee, and persons sent to inquire into the matter.

No. 32 and 33, 2d December 1847, No. 973. From the Resident to his Highness, forwarding copy of a yad from Bhanabhaee on behalf of his daughter, stating that her depositions were incorrectly written, suggesting that the Baee should be consulted on the subject, and calling his Highness's attention to the request contained in the letter.

No. 34, 30th November 1847. From his Highness to the Resident, forwarding copy of a yad, and enclosures from Meer Surfraj Ali, &c., and requesting his attention thereto.

No. 35, 24th November 1847. From Meer Surfraj Ali, &c., to the address of his Highness, giving the substance of, and forwarding copies of six depositions of persons connected with this case, all positively denying the charges brought against them by Joitabaee.

No. 36, 9th December 1847. From his Highness to the Resident, transmitting copies of a report, with enclosure from Meer Surfraj Ali, &c.

No. 37, 6th December 1847. From Meer Surfraj Ali, &c., to his Highness, forwarding,

Nos. 38 and 39. Two reports from Trimbuck and Bappoo Shastree, stating that at the time the Baee's depositions were taken she made no objection to them, objecting to Bhanabhoy being assisted at the time of examination, stating the two points declared by the Shetanee to have been omitted in her deposition, and giving a particular account of their interview with Joitabaee and her father.

No. 40, 11th December 1847, No. 1,004. From the Resident to his Highness, informing him that Bhanabhoy had been spoken to on the subject of his Highness's letter of 9th instant, and giving his opinion that there should be no objection made to the employment of a respectable vakeel to assist Bhanabhoy.

No. 41, 17th December 1847, No. 1,022. From the Resident to his Highness, stating that no mention is made in the yad accompanying his Highness's letter of 21st November, to Joitabaee's request, drawing his Highness's attention to the subject, and requesting to be favoured with his opinion.

No. 42, 24th December 1847, No. 1,043. From the Resident to his Highness, forwarding copies of four documents, called for in his Highness's yad, dated 16th November 1847, and stating that Government had instructed Ladbhaee to proceed to Baroda.

Nos. 43 and 44, 19th January 1848. From his Highness to the Resident, forwarding copy of a yad from Meer Surfraj Ali, &c., stating that Ladbaee has not yet made her appearance, and requesting that the Resident be again written to on the subject.

No. 45,

No. 45, 9th February 1848, No. 144. From the Resident to his Highness, informing him that a letter had been received from Government, stating that Ladbaee had been ordered to Baroda.

No. 46, 15th February 1848, No. 154. From the Resident to his Highness, forwarding copy of Joitabaee's yad, dated 14th February 1848, and requesting his Highness to comply with her request.

No. 47. Joitabaee's yad to the Resident, complaining of the partiality and ill feeling evinced by the Punchayet against her, detailing her grievances, and requesting a copy of the proceedings, and that the case be investigated at the Residency.

No. 48, 19th February 1848. From his Highness to the Resident, stating that no satisfactory answer could be obtained from Joitabaee, that in consequence of Bhanabhaee's sickness and Ladbaee's non-arrival, the case was postponed, and forwarding,

No. 49. Copy of a yad from Meer Surfraj Ali, &c., dated 12th February 1848, reporting that Joitabaee refuses to give her opinion until her father recovers; that he, Bhanabhaee, is never visible; that the witnesses complain of being detained in Baroda, and that as Ladbaee has not yet arrived, the case remains unsettled.

No. 50, 23d February 1848. From his Highness to the Resident, forwarding,

No. 51. Copy of Meer Surfraj Ali's yad, dated 22d February 1848, stating that pending Ladbaee's arrival, the case must be suspended, and that copies of the proceedings cannot be furnished until the case is decided, adding that Joitabaee refuses to make any arrangement until her father's recovery, and requesting that she may be warned against making frivolous assertions in future.

No. 52, 2d March 1848, No. 35. From the Resident to Joitabaee Shetanee, informing her of the receipt of his Highness's yad, dated 19th February 1848, and the contents of Meer Sufraj Ali's report, &c., and stating that they have already been read to her Goomashta.

(signed) *M. Battye,*
Assistant Resident.

(B.) 1.

TRANSLATION of Copy of a Yad from the Resident, Baroda, to the Guicowar, dated 28 August 1847.

THE post-master of Camp, Baroda, named Ruthonjee, a Parsee, brought two English packets which had arrived from the Bombay Government, to the address of Joitabaee, widow of Bechurbhoy, of the firm of Hurry Bhugtee, to the Residency, and having shown them, represented that a post-office peon had, according to custom, gone into the city to the house of the above-mentioned individual, to deliver these packets, but no one there would take the packets to give to the Bhaee, nor could the peon succeed in seeing her, for which reason the packets in question were now brought to the Residency, in order that means might be adopted for their reaching the person to whom they were addressed, &c. Regarding this, these two packets are now enclosed under cover, with this yad, and forwarded to your Highness, and it is requested that they be delivered to the above-mentioned Bhaee, and that an answer be sent to inform me when she has received them.

Signed by the Resident.

(True copy.)
(signed) Nursoo Chimnajee.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 2.

TRANSLATION of Copy of Yad from the Resident to the Court of his Highness the Guicowar, dated 12 October 1847.

ON the 8th of October 1847, Bhanabhoy Kandas came to the Residency, and represented in person, that when he came to see me on the 6th instant, that I had informed him that there was no prohibition against his going to his daughter's house, on which he had gone along with his Goomashta (agent) to the house of Pureek Hurry Bhugtee to see her, but that a sepoy had stopped him, who first went and obtained Baba Nafra's permission, and then let them in; on which he went in, and saw his daughter. Yesterday evening, he again went with his Goomashta to see her, when some people at the door seized the hand of his Goomashta, and denied him admission to Joitabhaee. On this feeling, as it were, insulted, he returned home without having seen his daughter, which highly improper circumstance he begged leave to report. With reference to this, I presume that his Highness is not aware of

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of the circumstance of Bhanabhoy's meeting with this opposition in going to see his daughter; some one has evidently interfered in the matter. I feel confident that his Highness, on hearing this, will inquire into the matter, and cause such arrangements to be made, as will prevent any obstruction being offered for the future to Bhanabhoy, along with his Goomastha, entering his daughter's house.

I write to acquaint you of this.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Narroo Chimnajee.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 3.

Translation of Copy of a Yad from the Resident to the Guicowar Court, dated 7 December 1847.

I have received from your court, along with two other letters, a yad dated 4th December 1847, in which you say that the witnesses summoned from the village of Meetapoor, in the Purgunnah Nurcead, to give evidence in the case of the child of Joitabhaee, widow of Parukh Bechur Samul, want 15 days' leave to return home, which must be granted them. With reference to this, it appears to me that the evidence given by these people was not read and explained to Joitabhaee. It is therefore desirable that these depositions be read and fully explained to Joitabaee Setanee, in order that she may be enabled to put what questions she likes; after which, I think it is but proper that they be permitted to go away. I give my opinion in this matter, but I trust his Highness will act as he pleases and thinks best.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee.

(True translation.)
(signed) J. T. Jameson,
Assistant Resident.

(B.) 4.

Translation of Copy of a Yad sent to his Highness the Guicowar, by the Resident, Baroda, dated 1 April 1848.

A Petition, dated the 29th March 1848, from Joitabaee, widow of Pureekh Bechur Samul, of the firm of Hurree Bhugty, has been received at the Residency, stating that "Her mother Larbaee, and a kamdar that she had engaged to conduct the proceedings of her case, had arrived, and that they would accompany her father Bhanabhay to the Durbar, when it would be necessary, in order to make them acquainted with all the circumstances of her case, to give them copies of the proceedings, as far as they had already advanced;" she further stated that Bhanabhay and Rugoobhaee Juguldass were then present.

A copy of this petition accompanies this yad for your information, and I have directed Bhanabhay, along with his vakeel, to present themselves at your court, which they will do, and it is necessary that you give Bhanabhay copies of all the papers and proceedings in this case, up to the present date; you wrote to me on the 23d February 1848, to inform me that it was not the custom of the Guicowar's court to give copies of papers regarding cases, until they had been fully investigated; but unless the kamdar of Joitabaee receives copies of all the papers as far as the case has already gone, it is impossible that he can become acquainted with all the particulars, without which he cannot reply to, or put questions in the matter. If you do not comply with the petitioner's request, but only hear one side of the case, and thereon pronounce your decision, you will lay yourself open to the imputation of partiality. It appears to me that if you permit copies to be given, as I have before requested, and allow questions to be freely put on both sides, you will leave no room for imputations or discontent. You should therefore give Bhanabhoy the copies, and according to the request you a short time back wrote to me, that Larbaee present herself at your court, she is now here, and I shall esteem it a favour if your Highness will cause a speedy investigation of this affair, and as I before requested, send me an account of it when finished, with all the papers.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee.

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TRANSLATION of Copy of Original Petition in Goozerattee, from *Joitabaee*, Widow of Bechur Samuldass, to Lieutenant-Colonel James Outram, Resident, Baroda, dated 29 March 1848.

IN your lofty presence, my petition is this: In order to obtain copies of all the proceedings that had taken place in your presence, as well as his Highness the Guicowar's court, and also copies of all the other papers connected with my suit, from the commencement up to the present date; and from my ignorance of the manner in which to conduct the proceedings of my case. My mother sent in petitions both to the Bombay Government and your honor. In this manner, I had previously represented to you that there was no one here upon whom I placed sufficient confidence, as to trust him with the management of this affair, upon which you directed me to send for some trustworthy person to conduct the business, which I have done, and he is now with me. My mother sent a petition to the Sircar and to you. The purport of the endorsement, on which, and other reasons stated in the above petition, induced me to write to you, and as directed by the Government, I have now come to conduct my case in person. My mother is suffering from rheumatism, nevertheless I think it necessary to tell you, that she and a trustworthy agent have arrived here. My mother, as above stated, sent a petition to you, and another to Government, and as directed by you, procured an honest good agent, whom I wish, with your permission, to send along with my father, in order that you may see him. On the 14th February 1848, a yad was presented to you, in which it was requested, that from the date my mother first wrote to the Sircar and to you, as stated before, up to the present time, the copies of all the proceedings, petitions, and other papers that had passed between the Guicowar's court and the Residency regarding my complaint, should be granted to my agent to enable him to make himself acquainted with all the features of the case, and afterwards state the particulars thereof to you, or put such questions as he might deem necessary for its elucidation. By adopting the arrangement for the settlement of this case suggested in the yad above alluded to, you will be saved much trouble, and further, you will be enabled when you require it, to take evidence of all the witnesses at the same time, when the whole circumstances of the case will be made at once apparent, and I shall be for ever grateful to the Company for having relieved me from the tyranny of my enemies and their abettors. I have no one to look to for assistance but Government.

(signed) *Bhanabhoy*,
for Joitabaee Settannee.

Order on the above.

IT is directed that a copy of this be sent to the Guicowar, and that a yad be written to tell him that Bhanabhay and his vakeel have been sent to the Durbar, and that they must have a copy of the papers required, and that as Larbaee has also appeared at the Residency to-day, it is requested that the affair be settled as soon as possible.

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 5.

COPY of a Yad from the Resident, Baroda, dated 10 April 1848, to the Guicowar.

A PETITION, dated 8 April 1848, from Joitabaee Settanee, widow of Bechul Samul. Parukh, was brought by Bhanabhoy to the Residency; a copy of it is enclosed with this yad, on reading which you will understand the contents. I beg you will have the goodness, agreeably to the request contained in the accompanying copy of petition, and as I wrote to you in a former yad, No. 298, to make over copies of the past proceedings and papers in this case, and to direct such arrangements, that Bhanabhaee and his kamdar, and others going on business, or to see Joitabaee, may not meet with annoyance or opposition. I beg you will write and let me know when this has been done.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) Hurree Appajee, Karkoon.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

TRANSLATION of Original Goozerattee Petition from *Joitabaee*, Widow of Bechur Samuldass, to Colonel James Outram, Resident, Baroda, dated 8 April 1848.

I SENT you an abridged yad on the 29th last month, requesting that copies might be granted me of all the correspondence, papers, &c. that had passed between the Residency and his Highness the Guicowar's court, regarding my complaint from the commencement up to that date, and on the 31st you sent for my father Bhanabhaee and his karbaree, and having read the yad, said that the copies they wanted should be granted to them, and that a yad to that effect would be sent to the Durbar. On this order I waited, expecting that his Highness would summon me, but he did not; for which reason, on the 5th of this month, I sent my father and his karbaree to you with a "yad," who stated this to your native agent in your presence, and he directed them to go to the Mahraj, saying, that on the 1st April 1848 his Highness had been written to in a yad, No. 198, to give the copies required. They said we want the Sahib's order to go there, or some authorised person to accompany us, to avoid experiencing annoyance. The native agent said the chobdar will accompany you, and gain you an interview with his Highness. On which my father and karbaree went and obtained an interview, but no allusion was made regarding granting the copies. An excuse of certain funeral rites was brought forward, and they were dismissed without being informed in any way that the copies would be granted them on such a date. They returned and informed me of the result of this meeting. Pray consider now, if this delay goes on, what a disturbance it is causing, and will further cause, for Baba Nafra and his associates are such a set of intriguers, which circumstance I have before brought to your notice. Therefore, at this time, I hope you will look upon a poor unfortunate, and protect her from the tyranny of her oppressors, and write to the Guicowar, and direct him not to delay the matter any longer, but to take means to furnish me with the copies without delay, or do you send for them, and give them to me yourself. This arrangement is necessary in order that my karbaree may be enabled to make himself fully acquainted with all the various intricacies of the case, and explain to you whatever he may deem necessary. By acting as above suggested, when the case shall come on for trial you will meet with no difficulties in adjudicating it. In my dwelling sepoys are placed as sentries in different quarters to prevent my people coming near me on any business, or to visit me, whom they insult and ask if they have the permission of both Sirkars to come there. In this manner am I oppressed, and my enemies, Baba Nafra and others, entertain not the slightest fear of my representing my grievances to the Sircar, for they have not as yet been punished for it, but on the contrary are plotting fresh disturbances. Having no fear of your punishment, they go on as I have above stated, acting in contravention of all justice. Further, if I enter into conversation with any of my servants about my own family concerns, or if I speak to any people on domestic topics, they come and sit near me to hear what I say. When I tell them not to do so, they don't mind me, but continue sitting, saying they have been ordered to do so, and must sit there. In this manner am I interrupted. I therefore beg that means be taken to remove these sentries, in order that any person who likes may come and see me without interference. According to your order, my father and karbaree went to the Guicowar on the 5th of the current month; the result of which they came to tell me of, when several of the above tyrannical sentries and others who had committed such tyranny on me, and forcibly carried off my son by stealth, several of these began creating a great disturbance, and, as stated above, asking them for the Government order, saying, What Government gave you permission to come here? Answer that satisfactorily, and you may go in. In order to avoid a disturbance, and lest they should incur your displeasure for not reporting this case of obstruction at the time to you, they behaved in a very quiet manner, and conversed so that the disturbance should not increase, and then went away. After which these people began consulting means to prevent my father and carbaree from coming to see me without a Government order, and they gave directions to this effect, and placed additional sentries to guard against it. The cause of my troubling you now is, that you may adopt measures to remove those guards and to prevent any hinderance being offered to people coming to see me on business; for every time that my karbaries come to me to write letters, or any other matters, the people then interfere with them, ask their business, and inquire whose order they have got. How can I hope to obtain redress or justice on the subject of my present complaint? I am in great tribulation about this matter.

I am in hopes, therefore, that after duly considering the above, you will issue orders that the copies be quickly given me, and that the sentries of my enemies, at present posted over my house, be removed, and free access allowed to all my karbarees and people, so that my enemies, or their confederates, may not be able to exercise any partiality; and I further request, to remove the tyranny and oppression above alluded to, that four peons (chuprassees) be allowed me, to prevent any disturbance, or a repetition of the like occurring again; and if the peons, with their belts, are allowed me, I will defray whatever expenses may be incurred on account of their wages. By granting me this favour, the cause I have for fear in my own house, as well as its approaches, will be at once removed, and no useless row or disturbance, on every little matter, be permitted to take place. These people are all powerful in many ways, but you, Sir, have the means to make the arrangements above alluded to.

(signed) *Bhanabhaee*, for Joitabaee Sittanee.

Endorsement on the above.

It is directed that a yad be sent to his Highness the Guicowar, enclosing a copy of this petition, to the effect that arrangements be immediately entered into as formerly recommended.

Dated 10 April 1848.

(signed) *J. Outram.*

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 6.

TRANSLATION of an Original Yad from his Highness the Guicowar to the Resident, Baroda; dated 11 April 1848.

A "YAD," No. 298, dated 1 April 1848, was received from the Baroda Residency, directing, that on Bhanabhaee and his kamdar presenting themselves at the Durbar, copies of the proceedings in the Joitabaee's case be given them. With reference thereto, I beg leave to enclose, for your information and perusal, copy of a yad from the punch thereon. I further beg to inform you, that by employing a wokeel in the management of such business the evidence will not be faithfully given, and lawyers' squabbles will be the inevitable result. You may depend upon it, that if Larbaee, Joitabaee, and Bhanabhaee be compelled to give clear and distinct answers, without the advice of others, to the questions put to them, the punch will be enabled to investigate the case in a satisfactory manner. Therefore be so good as to direct their attendance. You say in your former yad, that if I do not give the complainant copies of the proceedings of the case, as far as they have gone, I will subject myself to the imputation of partiality. You must remember, that whenever a case is settled according to strict justice, the person against whom it has been decided will invariably declare that his opponent has been favoured. If any one could see into the whole circumstances of the case with the impartial eyes of justice, he would at once discover the rights and wrongs of it.

Order on above.

Let Bhanabhaee and his wakeel be made acquainted with the purport of this yad and the contents of its accompanying document.

(signed) *J. O.*

Residency, 4 April 1848.

According to the above, they have been informed of this.

TRANSLATION of Copy of a Yad from the Punch to his Highness the Guicowar, dated Chinter Sood 5th, Sumbut 1904.

WE have been directed by your Highness to draw out a reply to a yad received from the Residency, dated 1st April 1848, stating "that Joitabaee's mother and the kamdars engaged by her for the purpose of assisting in the Joitabaee's case having now arrived, the latter, along with Bhanabhaee, will present themselves at your court, when, to make them acquainted with the circumstances of the case, it is necessary that you allow them to have copies of all the proceedings in the matter as far as it has gone. With reference to this we beg to state, that on seeing and perusing the copies of the petitions (sent from the Residency) of Larbaee, the mother of Joitabaee, to the Bombay Government, we considered that it was particularly necessary to take the evidence of Larbaee, and we have sent several yads in to the Sircar to say that the investigation has been put a stop to until Larbaee makes her appearance for that purpose. We have also stated this circumstance to your Highness in person. Your Highness is informed in the Residency yad referred to that Larbaee is now present, and that the kamdars employed by the Settanee have also come, and that to make them acquainted with all the circumstances of the case, copies of the proceedings must be granted them. Now, if Larbaee, as we before recommended, makes her appearance, and answers of her own accord all the questions put to her, after the case has been fully and properly decided, there is nothing to prevent their getting copies of all the documentary papers.

(signed) *Meer Surfuraz Alee* (in Persian).
Gopalrow Meiral.
Trimbuck Shastree Munohur.
Bapoo Meiral Shastree.

(True translation.)

(signed) J. T. Jameson.
Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(B.) 7.

TRANSLATION of Copy a Yad from Colonel *Outram*, Resident at Baroda, to the Guicowar's Court, dated 20 April 1848.

IN reply to a yad from the Residency to the Durbar, No. 324, dated 10th April 1848, regarding a petition received from Joitabaee Settanee, widow of Parukh Bechur Samul, a yad with an enclosure, dated 16th April 1848, was received from his Highness, to the following purport: "On reading the petition of Settanee Mahaluxmee Baee, the Resident will perceive that there is no prohibition to Bhanabhaee's going to his daughter Joitabaee's house, and touching the circumstance of the copies of the proceedings not having been given as requested, I some time back sent you the report of the punch thereon."

After sending you yad, No. 298, stating that Bhanabhaee and his wakeel would present themselves at your Highness' court, Govind Row Rodee came to me, and brought a message from your Highness that the deposition of Larbaee was the only one wanted in this case, and that after taking it, the affair would be ended, and then the copies of all the proceedings would be made over to Bhanabhaee, of which circumstance I informed that individual and his wakeel. After this I sent another yad, dated 10th April 1848, No. 324, to your Highness's Durbar, upon which Govind Row Rode came and delivered a message from you to the effect, that until the evidence of Larbaee is taken, the wakeel of Joitabaee was not to be permitted to go to her house to see her, unless a messenger (jasood) accompanied him. To this I replied, that if the deposition of Larbaee is to be taken, let it be taken quickly, which there is nothing at present to prevent. I then sent for Bhanabhaee and his wakeel, and told them that until the deposition of Larbaee was taken, if they wanted to go and see Joitabaee, they must take a messenger of your Highness to accompany them. Now, in your answer to my yad, there is nothing at all about that; but on the contrary, your meaning is apparent, that the wakeel is neither to be allowed to go to Joitabaee's house, nor are the copies of the proceedings to be granted. How is this? Please to have the goodness to direct that Larbaee's evidence be taken quickly, according to the custom in such cases; and as I before requested, cause copies of the proceedings to be given to Bhanabhaee, and that the wakeels and other people be not prevented from going to Joitabaee's house to see her, or on business. Let this be done quickly, and inform me when it is so.

(signed) *J. Outram*,
Resident.

(True copy.)
(signed) Naroo Chimnajee.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 8.

TRANSLATION of Original Yad from his Highness the Guicowar to the Resident at Baroda, dated 11 May 1848.

AN investigation is at present taking place into the abduction case of the child of Joitabaee Settanee, widow of Becher Samul Parukh, and a yad was sent from the Durbar to you to request that Larbaee be sent to give her deposition. In reply to this, intimation was sent from the Residency that Larbaee had been directed to proceed from Bombay to Baroda to give her evidence, and that she had now come. After this, when the punch sent to summon her to take her deposition, she for several days made a pretence of being ill, and now she won't go at all to the Durbar; but says they must come and take her deposition at her own house. On this an order was sent to her that she and her husband should repair to the temple of Shree Goverdhun Nath, near the Guicowar's palace, to give her deposition: but notwithstanding this she would not come; therefore Meer Surfuraz Allee, Gopal Row Meiral, Trimbuck Shastree, and Bapoo Meiral Shastree, these four sent a report of it to the Durbar, and requested that she might be forced to come; a copy of their yad to the Durbar is enclosed with this, which I beg you will have the kindness to take into your consideration, and give injunctions to Larbaee that she must come.

Order on the above.

LET an order be given to Larbaee, wife of Bhanabhaee Kandass, that she immediately appear at the Durbar of the Guicowar to give deposition in the case at present under investigation there.

(signed) *J. O.*

Residency, 13 May 1848.

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Translation of a Copy of a Yad from the "Punch" to his Highness the Gackwar, dated Veisakh Shood 4th, Sumvut 1904.

We formerly sent you a yad, saying that the proceedings in the case of the child of Joitabaee Settanee were delayed, owing to the non-appearance of her mother Larbaee to give her deposition in the matter, which was principally wanted. Upon this Larbaee returned to Baroda; but as yet has not presented herself to give evidence, and when we send for her, she invariably returns an answer that she is ill. Yesterday we sent Gungajee Naik to her, who brought an answer from her to this effect: "Kamdars went to other people's houses to take their evidence, let them come to my house in the same manner, and I will give mine; I won't go to the Mandwa Kucheree." It is true that kamdars went and took the evidence of Settanee Mahaluxmee Baee, and Joitabaee; they also did the same with Anapoornabaee Nafra; but the reason was this, the latter having found an auspicious juncture had sent out on a pilgrimage, and gone as far as Channee, whither the kamdar repaired and took her evidence. We sent another message to her to say that if she did not like to come to the Mandva Kucheree to give evidence, she might come to the temple of Shree Goverdhun Nath, when she would be questioned in a proper respectful manner, as is the custom with females. To this she replied, "Come to my house, I won't go anywhere else." In the yad that we wrote to you, dated Cheitur Shood 4th, Sumvut 1904, we stated that "if Larbaee is directed to come to us, and answer of her own accord, and in a correct manner all the questions put to her, the case can be settled, when we shall be enabled to send in a report of all the circumstances to the Residency." It is now a long time since Larbaee returned to Baroda; but she has not yet appeared before us. It is, therefore, necessary that your Highness, according as we have recommended above, issue an order for her appearance forthwith.

(signed) *Meer Surfuraz Ali* (in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munohur.
Bapoo Meiral Shastree.

(True translations.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 9.

Translation of a Copy of Yad from the Resident to his Highness the Guicowar; dated 18 May 1848.

Bhanabhoy Khandass presented a petition from Settanee Joitabhaee, widow of Parukh Bechur Samul, of the firm of Hurree Bhugtee, dated 17th May 1848, requesting that her case might be properly investigated. A copy of that petition is enclosed with this yad, for your information.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) Hurree Appajee, Carcoon.

(True copy.)

(signed) M. Battye, Assistant Resident.

Translation of Original Goozerattee Petition from *Joitabhaee Settanee* to Colonel James Outram, Resident, Baroda; dated 12 May 1848.

Your petitioner, Joitabhaee Settanee, widow of Bechur Samul, represents, the gumashta of my firm, Baba Nafra, and his associates, for the benefit and advantage of the other widow of (my husband) Maha Luxumee Settanee, whose part they have taken, have committed sundry acts of oppression upon me and others, and also placed us in imprisonment; and have, for the purpose of upsetting my claims, forcibly made away with my son Motie Lal Bhoy, and in addition exercised a deal of tyranny upon me, by which, according to the Regulations of 1827, they are liable to severe punishment. I have already brought to the notice of the late Maharaj and his Court, the whole of the circumstances of the case as they occurred; but through partiality for Baba Nafra and his vevaiee (child's father-in-law,) Gunnesh Punt, or some other reasons, he paid no attention to it. If he had listened to my story when I told it, and investigated it immediately, my son would never have been carried away. No inquiries were made; and thus I am oppressed beyond endurance; no redress is given me, and I am rendered perfectly helpless. Consequently, to obtain justice, I have presented several petitions to the British Government, to which my mother received in answer, "that the Government had written up, and directed an investigation to be made into the acts of oppression alluded to." I and others requested that some person of high standing be appointed to institute inquiries, which has been granted; and it is desirable that you arrange so that the matters be investigated in your presence.

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If the Maharaj had investigated the above circumstances, he would, at the time I preferred my first complaint, have made arrangements to have prevented the abduction of my son, which he failed to do. I was, however, so far fortunate, inasmuch as my mother, Larbaiee, managed to get away, and make her complaint to the Bombay Government, who took the matter in hand, when I felt confident that the case would be properly investigated before the Resident, without favour or affection to either party. I also consider that the Guicowar, contrary to the regulations, has commenced inquiries having no reference to my complaint; therefore this case cannot be fairly investigated by his Highness. Besides, it is not proper that his Highness should do so, as it is very necessary to take the evidence of the Maharaj and other persons who are directing the inquiry in the matter. Therefore, after having apprehended the guilty individuals, and keeping them in your presence, you will be pleased to adopt measures to investigate each and all of the charges separately, and according to the regulations.

You sent several yads to his Highness, to relieve me and others from confinement, according to which we ought to have been released; but instead of that, the bolts and bars of the doors and windows, like those employed for solitary confinement, have alone been removed, and from that day to this we have had constantly sentries placed over us like prisoners, from which I suffer annoyances that it is impossible to describe. Sir, I have committed no fault against any one; yet Baba Nafra and others thus oppress me, who am their master, and no one makes inquiries about it; so that day by day it goes on increasing. I therefore beg to point out to you that these guilty people have no business to place sentries over me, and request that they may be removed, and we freed from surveillance.

I have appointed a karbarree to conduct all my affairs in the Durbar, and elsewhere, to whom you gave an order for the copies of all the proceedings to be given, and that he should have permission to come and go to me on business whenever he pleased without hindrance; and you also sent a yad to that effect to his Highness. Notwithstanding this, he meets with continual opposition in getting the required copies, and in coming to me. His Highness sent a messenger, named Gunjajee, to tell my karbarree that if he had any business with Joitabhaee Settannee, he was not to go alone, but to take him with him. In this manner fresh difficulties are thrown in my way. Therefore, whenever my karbarree has business with me, he is obliged to go and hunt for his Highness's messenger, and bring him with him; and whenever I sit down to consult him about my affairs, or to dictate letters, the messenger sits near and listens to everything; and if I tell him to sit at a little distance, he does not mind me, but says that he has his Highness's orders for doing so, which appears great harshness on the part of his Highness, who it seems is unwilling to hear anything I have to say. From this circumstance I am unable to communicate with freedom anything to my karbarree, so that my case is injured by constant delay. You are alone powerful to remove all these difficulties, and make me free in word and action. It is extraordinary that guilty people, who ought to be kept in confinement, are, on the contrary, allowed to be free, and by being so, tell all manner of lies to obtain their purposes and to waste my wealth. I have reported this to the Sirkar, but to no effect. A report of the tyranny exercised upon me was made to the Company, in the hopes of lessening it; but, on the contrary, it has only been the means of increasing it, which is contrary to all Government rules; and for what object done will be apparent when the case is fully inquired into. According to the request made by my mother, in her petition, you will be pleased to adopt measures that my wealth may not be uselessly squandered away. You sent several yads to the Maharaj, that the copies of the different papers might be given me; but he puts me off in various ways, and does not grant them, keeping them concealed from me. The people who are investigating the case wish to summon my mother to the Durbar, to take her deposition; but this is contrary to usage and rule; because, in the case of the evidence of the other females, they went to their houses and took it, while to get the deposition of the wife of my oppressor, Baba Nafra, they went to Chanee, a village about three coss distant from Baroda, where she then was, and no one summoned her to the Durbar. Is, therefore, the character of my mother in less estimation than that of the other females, that she should be summoned to the Durbar, while they are not?

This all arises from enmity; my character is injured that the world may fear him. This the upright English Government, I know, won't permit; therefore I hope that my mother may be allowed to give her evidence as the others have done. They plead, as an excuse for not giving the copies of the papers, that my mother Larbaiee's evidence is first required; it is not so. Their object is this, they fear that if they give the copies first, and take Larbaiee's deposition afterwards, they will not be able to add to or lessen it to suit their own purposes; for which reason they wish it taken first. I therefore now beg that you will write, and direct that the copies be given before the deposition is taken, that by that means I may make myself acquainted with the matter, and give you no trouble at the time of inquiry. The day my karbarree, according to your order, went to the Durbar with your chobdar, his Highness said that he was in "sutuk" (a state of impurity caused by the death of a relation), and that he would call him another time, and then hear what he had to say. On getting that order he waited, in expectation of being summoned; but many days have now elapsed since the "sutuk" was completed, but he has not been sent for. Agreeably to my instructions, my karbarree frequently attended at the Durbar, but has never succeeded in obtaining the object of his desire—an interview with his Highness. In this way many days passed. On the 4th Chutr Sood, Saturday, when my karbarree went to the Durbar, Gopal Rao Meiral and both the Shastrees said to him, "His Highness will not have an interview with you; so whatever you have to say, tell me." After a long conversation, they said,

said, "Don't say anything; we will procure you an interview." After going into his Highness first, they came and took him in, when he entreated his Highness to hear what he had to say. At that time the vevaiee (child's father-in-law) of Baba Nafra, named Gunnesh Punt, who was sitting near the Maharaj, said that his Highness had stated his wishes to Gopal Row, who would acquaint him of them. In this way Gunnesh Punt replied to the questions of my karbarree; but no arrangement was attempted that might lead to my request being listened to; nor did Gopall Row Meiral give him any information as to what were his Highness's wishes; so he came away. On the 9th Chutr Vudh, my karbarree wrote a yad to Gopal Rao Meiral, requesting him to tell the purport of his Highness's conversation with him; but no answer was received. My karbarree, on Saturday the 11th Chudr Vudh, again went to the Guicowar Sirkar; but, as before, heard nothing. The above-mentioned individuals, as before, went in, and had an interview with his Highness, who summoned my karbarree to his presence, and told him that whatever he had to say he must state to Gopall Row Meiral, who would explain the matter to him. On which again he wrote a yad, on the 30th Chutr Vud, regarding the circumstances of my case, to Gopal Rao Meiral, to which a reply came, that an answer would be sent hereafter; but none has been received. In this manner I am put off from day to day. Again, on the 9th Veeshak Soodh, I sent my karbarree to the Durbar, who had then an interview with Gopall Rao; but he said nothing about my case, or what his Highness wished; but merely observed that he had prohibited him from again speaking on the matter; therefore that he must make no allusion to it to him. You will thus see, that day after day some new objection is introduced, and my case does not progress in the slightest. I therefore now request that you will adopt such measures that no interruption may be offered to my karbarree, whom I have appointed to conduct the proceedings of my suit; and that if any witness is to be examined, that they will allow him to be present at the time to cross-examine him, and to take down his deposition. After considering the whole of the above statement, as well as what my mother has already submitted in her petition to you, you will be able, being all-powerful, to grant me redress.

(signed) *Settanee Joitabhaee*,
Written by Bhanabhoy.

Order on the above.

It is ordered, that the copy of this petition be enclosed along with a yad to his Highness the Guicowar.

Residency, 17 May 1848. (signed) *J. Outram*, Resident.

(True translation.)

(signed) W. Jameson, Assist. Commissioner.

(B.) 10.

TRANSLATION of original Yad from his Highness the Guicowar to the Resident at Baroda; dated 16 April 1848.

IN a yad received from the Residency, No. 324, dated 10th April 1848, regarding a petition forwarded by Joitabaee Sethanee, you directed that copies of the proceedings of her case, as far as they had gone, be given her, and that no opposition or hinderance be offered to her father, Bhanabhaee, and her kamdars, going to her house to see her or to speak to her on business. You also desired to be made acquainted when your request was fulfilled.

With reference to the above, Maha Luxumee Sethanee was warned sometime ago not to offer any hindrance to Bhanabhaee coming to see his daughter Joitabaee, and on making inquiries we have discovered that he is not prevented from doing so; in proof of which we now enclose, for your information, copy of a yad received by us from Maha Luxumee Baee, stating the particulars of the case.

Regarding the circumstance of the copies of the proceedings not having been granted as requested, I sent a yad some little time back, in the month of Cheiter, Sumvut 1904, enclosing a copy of the opinion of the "Punch," why they should not be given, which I beg to refer you to.

Order on the above.

In answer to the above, a yad, No. 352, dated 20th April 1848, was sent to the Guicowar, stating all the circumstances in detail.

Residency. (signed) *J. Outram.*

TRANSLATION of Copy of a Yad from *Maha Luxumee Sethanee* to his Highness the Guicowar; dated 13th Cheiter Sood, Sumvut 1904.

MAHA LUXUMEE SETHANEE, widow of Bechurbhaee Samuldass, represents that she received an order from the Durbar that no hinderance should be offered to Bhanabhaee when he wished to go and see his daughter Joitabaee, and wishing to know my reasons for showing opposition, after having received an order before not to do so. With reference to this, I beg to

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to remark that whenever her father Bhanabhaee, her paternal grandmother Amba, and her mother's sister, these three used to come to see her (Joitabaee), they always had access to her, and were never on any occasion prevented. Her mother, Larbaee, has never come to see her; when her father, however, brought with him Baharoturee Vakeel and several other strangers, I told him that to bring strangers into the house was completely contrary to our custom. If any one wants to speak to or transact business with Joitabaee, her father Bhanabhaee, or her mother, can go in and talk with her. The Sircar has sent me an order that if Rugoobhaee bring a Government messenger along with him, I must not prevent him access. I will do as the Sircar orders me, but it is to be hoped that they will observe the established usages of our house.

(signed) *Maha Luxumee Sethanee.*

Written at her order by Vujoobhaee Vucheedass.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 11.

TRANSLATION of original Yad from the Durbar to the Resident at Baroda; dated 3 June 1848.

A YAD was received from the Residency, No. 470, dated 18th May 1848, enclosing, for the information of the Durbar, copy of a petition from Bhanabhaee Kandass, on the part of Joitabaee Sethanee, widow of Paruck Bechur Samul. With reference to the above, I received a report from the "Punch," stating that Larbaee won't present herself to give her deposition at the investigation touching the case now pending, and when the "Punch" send for her she pleads sickness as an excuse for not coming, a copy of which I enclose for your information. It is requested that you will have the goodness to desire Larbaee to present herself here to give her deposition in the present investigation. I beg to inform you that Wakeel Rugoobhaee and others, to further their own views, are constantly giving Larbaee and Joitabaee evil counsel, which is the cause of Larbaee's not presenting herself at the court, which entails a world of trouble on both the Sircars (English and Guicowar) in the shape of correspondence. It is therefore requested that, after fully considering the above, you will give orders for them not to interfere for the future; but act according to your own judgment in the matter. It appears to me that, unless they be made to remain apart, Larbaee will neither appear in court, nor give proper evidence. I write to make you acquainted with the circumstances.

Order on the above.

Regarding the above, Bhanabhaee made his appearance at the Residency, and was told that Larbaee, agreeably to the desire of his Highness the Guicowar, must repair to the "Mundlee," to give and have her deposition recorded; and unless she did so, her complaint would not be attended to. Rugoobhaee Wakeel was also warned against giving evil advice to his clients; Nursoo Luxumon is ordered to go to Larbaee's house, and acquaint her with the purport of the above, and at the same time to see and report the state of her health to the Resident.

June 1848. (signed) *J. O.*

Nursoo Luximon's Report; dated 9 June 1848.

TO-DAY Nursoo Luxumon came and reported that, agreeably to the above order, he went to the house of Larbaee, and told her in the presence of Bhanabhaee as he was directed; to which she replied, "I cannot go and give my evidence in the Guicowar's Sirkar, unless my men of business accompany me. My husband does not understand anything about the case, therefore it is necessary that I should take Rugoobhaee with me. I cannot place confidence in any one else. The Sirkar karkoon and my man can write the deposition at one and the same time. My objection is this: in the deposition that I should give before the Kamdars, there would appear the names of certain witnesses whom these Kamdars will summon in my absence, and take their depositions just as it suits them, which would completely disable me from substantiating my charges. I am not at all well, and suffer from rheumatism, from the effect of which, four or five days ago, I fell down and hurt my neck, for which reason I will write down my deposition, and give it to the Saheb." On this, Nursoo Luxumon told her that she must give her evidence to the Guicowar's court, and until the case is settled there, the Saheb will have nothing to say in the matter. Notwithstanding this, she persisted in giving the same answer. Nursoo Luxumon further reported that she appeared to be ill.

Residency, 9 June 1848. (signed) *J. H.*

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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TRANSLATION of Copy of a Yad from *Trimbuck Shastree Munohur* and *Bapoo Meirul Shastree* to his Highness the Guicowar; dated Jest Shood 2d, Sumvut 1904.

A YAD was received by the Durbar from the Residency, dated 18th May 1848, No. 470 (enclosing a copy of a petition from Joitabaee Settanee to the Resident), stating that "a petition has been received from Bhanabhaee on the part of Joitabaee, requesting that a proper investigation be made into the complaint of the petitioner." On the receipt of this, your Highness directed us to inquire into and report the circumstances of the case. We beg to inform your Highness that several inconsistencies appear in the enclosed copy of petition, the whole meaning of which is, that no objection is to be made to the petitioner's karbaree, whom she has appointed to conduct her affairs, and that everything connected with her case be managed through him, and that when any evidence is to be taken, it is to be done in his presence.

It is our opinion that, when any one is to be examined, he ought to appear in person and answer of his own free-will all questions put to him; and the rule in such cases also coincides with our opinion. We formerly sent a report to your Highness that Larbaee ought to be made to appear and answer the questions put to her freely and of her own accord; and if she did so, that the case would be speedily settled, and we would be enabled to send a report of the same to your Highness. It is a long time since Larbaee returned to Baroda, and we have frequently sent for and summoned her to appear either at the "Mandwa Kucheree," or the temple of Goverdhew; but up to the present time she has never come, but is constantly writing captious statements, from which it is apparent that her desire is that, by not appearing as requested, she may thereby delay judgment on the case for a protracted period. It is therefore desirable that Larbaee, as we stated in our former yad, be directed to attend, when she will be questioned in a proper manner, according to the custom adopted with females. Joitabaee Sethanee petitions and writes whatever she likes to the Resident; but we beg to state that in the present investigation no partiality has been shown, and no infringement of rule attempted. Notwithstanding this, she throws out complaints, as it were, or imputations against the Kamdars appointed to investigate this business. It is necessary, therefore, that the Guicowar Sircar adopt measures to put a stop to her writing in this improper manner, and that Larbaee be made to present herself before us.

(signed) *Trimbuck Shastree Monuhur.*
Bapoo Meiral Shastree.

(True translation.)
(signed) J. T. Jameson, Assistant Commisssioner.

(B.) 12.

TRANSLATION of a Copy of a Yad from the Resident to his Highness the Guicowar, dated 9 June 1848.

IN reply to a yad, No. 470, dated 18th May 1848, from the Residency, a yad with an enclosure was received from the Durbar, dated 3d June 1848, stating "that in the case of the abduction of the child of Joitabaee, widow of Parukh Bechur Samuldass, Larbaee, under the pretext of being ill, does not make her appearance; and that she must be directed to present herself when the case is being investigated." Respecting the above, I sent a message by Nursoo Luxumon, to tell her that she must go and present herself to give evidence in this case; but I understand, by the report given me by Nursoo Luxumon, that she is at present unwell; for which reason it is my opinion, that the Maharaj ought to have the kindness to send the kamdars to Larbaee's house to take her deposition, in order that she may not be able to accuse the kamdars of partiality. In the third paragraph of the enclosure (copy of petition from Joeetabaee) forwarded with yad No. 470, the hardship of being kept in confinement is alluded to; but of this no notice has been taken, or explanation offered. It is therefore requested that you send a written explanation thereon, and that you use your endeavours to settle the case as quickly as possible.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurry Appajee, Carkoon.

(True copy.)
(signed) M. Battye, Assistant Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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(B.) 13.

TRANSLATION of original Yad from his Highness the Guicowar, to the Residency, dated 20 June 1848.

IN reply to a yad sent by me in the month of Jesht, Sumvut 1904, requesting you to direct Larbaee to be present, a yad was received from the Residency, dated 9th June 1848, stating that it appeared advisable to you that, as Larbaee was said to be ill, I should send the kamdars to her residence to take her evidence, which would at the same time prevent her from being able to accuse them of partiality. Further, it was stated, that in a yad formerly sent to me, enclosing a petition from Joitabaee, that no notice whatever had been taken of the oppression therein stated as being exercised upon her, and that you desired a detailed account of the affair in reply accordingly. On the receipt of the above yad I sent for Meer Surfurazallee, Gopallrow Meiral, Trimbuck Shastree, and Bapoo Shastree, and directed them to institute inquiries into the circumstances therein alluded to; on which I received a report of the case from those individuals, accompanied by a yad from Maha Luxumee Settanee, the widow of Parukh Bechur Samul, copies of both of which I now enclose for your information, with this yad, and beg to call your attention to the following paragraphs.

1. It is your desire, which I fully understand, that as Larbaee is ill, the kamdars should be sent to her abode to take her evidence; but her evidence is not the only thing wanted; it appears from the representation of the punch (arbitrators) that Larbaee is one of the principal complainants, and that, therefore, it is essential that her evidence be taken in the presence of all four; and that, to substantiate it, questions be put to her, and that the investigation take place in the presence of the other parties. Therefore, unless Larbaee appears, the inquiry cannot proceed; however, just as you like. If it is still your wish that the kamdars should be sent to Larbaee's house for her deposition, I beg that she be directed to return to her own house in the city, as she at present resides with her vakeel Rugoobhaee; when I will first inquire how she is, and if she is ill, will send Trimbuck Shastree and Bapoo Shastree to take her evidence. But how can the case be possibly decided on, or brought to a conclusion, unless the deposition of Larbaee be taken at the inquiry, in the presence of the other parties, and before the four kamdars? I beg you will do me the favour of giving the above your best consideration. You said that I ought to act so as to avoid the imputation of partiality, but in cases of complainants and defendants, the individual whose case does not meet with the success he anticipated will say that partiality has been shown to his opponent. On such observations we must place no reliance; what is just and proper must be done, however; the Resident can do whatever he thinks fit.

2. You write to say I gave no reply to the paragraph of your letter, stating that Joitabaee is suffering imprisonment; with regard to this, I send you an enclosure, No. 2, on perusing which you will observe that affairs are managed precisely in the same way as they were during the time of his late Highness. It appears to me that Joitabaee's reasons for representing that she meets with oppression are these: that she may be enabled to procure a lot of wakeels, who, seated together in privacy, may consult and design means to increase the present dispute, and to ruin the house without any one's interfering with them. Notwithstanding this, strict orders have been issued by the Sirkar to Maha Luxumeebaee Shettanee, that she adopt no obstructive procedures with Joitabaee. I beg you will take into your consideration what I have above stated. There is no necessity for constantly writing and inquiring about Rugoobhaee Vakeel and others. Larbaee is taught by these people not to make her appearance, for which reason both your Sircar and mine suffer the annoyance of a continued correspondence on this head.

Endorsement on the above.

Copies of the above yad and its enclosures have been sent, along with a detailed order, No. 136 of 1848, to Larbaee, the wife of Bhanabhaee.

Baroda Residency. (signed) *J. O.*

TRANSLATION of Copy of a Yad from the Arbitrators (Punch) to his Highness the Guicowar, dated Jesht Sood 15th, Sumvut 1905, No. 1.

WE received from your Highness copy of a yad from the Residency, dated 9th June 1848, No. 564, and directing us to inquire into the particulars of it. We beg to state with reference thereto, that Larbaee is the principal person in this investigation; for which reason it is essentially necessary that she, of her own accord, reply to all the questions put to her. Bhanabhaee, her husband, must be the only person permitted to stand near her at the time, but he must not interfere with, or dictate any of her answers. It is also necessary that Larbaee and the people who are said to have brought the child be confronted together; and how can this be managed if we have to go to her house? and besides it is contrary to all rule to do so. Again, Larbaee at present does not live in her own house, where her husband, mother-in-law, and other relations reside, but has left it, and gone to the abode of Rugoobhaee, her vakeel. The Sircar ought to consider this well, and afterwards, if it be their order, we will send Trimbuck

buck Shastree and Bappoo Shastree to take her deposition; but she must be questioned in the presence of us four, because she is the principal in the case, and we must have proofs of what she asserts, without which the case cannot be settled. Further, your Highness directed us to make inquiries, and report to you regarding Joitabaee's being kept in confinement, and to warn Maha Luxumee about it. Agreeably to the above order, we sent and warned Maha Luxumee, and received in reply a message through her father, Vuzoobhaee, that Joitabaee is not imprisoned at all, but that affairs are conducted exactly in the same manner as directed by his late Highness. That Joitabaee, for the purpose of casting stigmas upon her, is, at the advice of other people, constantly sending in false representations; to prove which she begs that an honest, trustworthy person may be sent to remain in the house, who will be at once convinced that no opposition is offered by her, and will at the same time discover how many strangers came there, and what advice they gave her. The father, Vazoobhaee, also at the same time gave a yad from Maha Luxumee to us to explain the matter, which we now beg leave to enclose to you for your information.

(signed) *Meer Surfuraz Allee* (in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munoher.
Bapoo Meiral Shastree.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(B.) 13.

TRANSLATION of a Copy of a Goozerattee Yad from *Maha Luxumee Settanee* to his Highness the Guicowar, dated 15 Jesht Sood, Sumvut 1904.

MAHA LUXUMEE SETTANEE, widow of Bechurbhaee Samuldass, represents:—

Joitabaee Settanee has complained to the Resident that she is forcibly kept in confinement, and your Highness writes to me to know what part I have taken in thus restraining her, to which I beg to reply in detail as follows:

1. Joitabaee Settanee is not in confinement. It is the custom of our house not to permit strangers to have access to the females, and for this purpose a sentry is invariably kept at the door of the apartment allotted to Joitabaee, and his orders are to sit there, and not to go near her; but, if she has any orders to give, to listen to them from without; and that if her parents, relations, or any of her servants want to see her, he is to show no opposition, but give them access to her; which has always been done. If Joitabaee requires any provisions, &c., she is immediately supplied with them, which arrangement is made in accordance with your Highness's order on the subject. Notwithstanding this, Joitabaee, at the bidding of her vakeels and others, falsely represents to the Sircar that she is in confinement, whereas she suffers no restraint whatever from me.

2. When my husband died, he left a written arrangement regarding the affairs of his house, and in it is directed that a yearly account of the jewellery in the possession of Joitee be taken, and compared with the list thereof; but for three years ago no such account has been taken. I therefore beg that Government will do whatever they think proper in the matter. I have written once or twice on this subject to the Sircar, and the reason of my now doing so again is this: there is a current rumour that Jaita Settanee is, at the advice of others, making away with a great many of her jewels; I therefore beg that whatever measures may appear to the Sircar advisable in this affair may be adopted.

3. In short, the substance of the case is this: that strangers have got hold of Joitabaee, and for mercenary motives are making her show opposition, and inducing her to write false statements to the Sircar, on which no confidence must be placed. The firm of Hurree Bhugtee, which was formerly under the protection of the Sircar, is now being ruined; I therefore pray that means be taken to preserve the jewels above alluded to, according as the Sircar may deem fit.

4. The circumstances of the case are as I have stated above, and what Joitabaee has made the subject of her petition is false. If the Sircar has any doubts of it, let them send a trustworthy jassood (messenger) to her house, when they will be at once convinced that I exercise no oppression over her; and it will be at the same time good for me that she be not allowed to make any more false statements. Since the arrival of Vakeel Rugoobhaee these falsehoods have been set on foot; he sits in privacy, and whatever he tells her she does. There are many other items to relate, but this is not a proper time to write them.

(signed) *Settanee Maha Luxumee.*
Written by Vujoobhaee Vucheedass.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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(B.) 14.

TRANSLATION of original Yad from his Highness the Guicowar to the Resident, dated 14th Chundr Ashad, Sumbut 1904 (16 July 1848).

A YAD was sent from the Durbar to the Residency (dated Chundr 18th Rujub), in the month of Jesht, Sumvut 1904, stating, "That in the case of the abduction of the child of Joitabaee Settanee, widow of Bechur Samul, her mother, Larbaee, won't appear to give evidence in the matter, and requesting that she be directed to do so; that although she has been warned, she has not yet appeared, so that the proceedings are at a stand still; a report of which the arbitrators (punch) have sent into the Durbar, and a copy of their yad is now enclosed for your perusal and information." With reference to the above, it is requested that the Resident will have the kindness to issue, as quickly as possible, strict injunctions for Larbaee's appearing at the investigation, and send a reply, to state when an arrangement has been made for her so doing.

Order on the above.

With reference to the above, it is directed that an order be sent to Larbaee, wife of Bhanabhaee Khandass, to say that, if according to the order No. 138 of 1848, sent to her, she does not appear to give her deposition in the case above referred to, and it is on that account decided against her, that the English Government will not interfere in the matter.

Baroda Residency,
19 July 1848.

(signed) *J. O.*

According to the above, a yad, No. 170, was forwarded on that day, dated as above.

TRANSLATION of Copy of a Yad from *Trimbuck Shastree Munoher* and *Bapoo Moeral Shastree*, to his Highness the Guicowar, dated Assad Sood 13th, Sumvut 1905.

WE have frequently sent yads to your Highness, stating that "in the inquiries at present being instituted regarding the son of Joitabaee Sethanee, widow of Bechur Samul Paruck, it was highly requisite to examine the mother, Larbaee, and that for that reason she be directed to appear." It is now a long time since this Larbaee returned to Baroda, but she has not yet made her appearance, and, consequently, this case has been protracted very much, and by her doing so, the investigation is now impeded. For this reason, it is necessary that Larbaee, as we before recommended, be directed to present herself in the "Mandwa Kucheree," or the temple of Shree Goverdhun Nath, and answer, of her own accord, all questions put to her, when the investigation can be completed, and the whole particulars of the case reported to your Highness.

(signed) *Trimbuck Shastree Munoher.*
Bapoo Moeral Shastree.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 15.

TRANSLATION of Copy of a Yad, from Colonel *Outram*, Resident, Baroda, to his Highness the Guicowar, dated 25 July 1848.

ON the 24th July 1848, Amursing Hurrebhoy Thakore, of the village of Meetapoor, in the Purgunnah Nudeead, and others, presented a petition at the Residency, stating that the petitioners, the witnesses who had been sent to the Guicowar Sircar, to give evidence in the case of the complaint anent the son of Joitabaee, widow of Bechur Samul, had not yet been discharged. Herewith is enclosed a copy of their petition, in order that his Highness may be made acquainted with the circumstance. A yad was some time ago received from the Durbar regarding the discharging of the above witnesses, to which an answer was at once sent; but up to the present time no intimation has been received as to whether they were discharged from further attendance or not. From this, I now conclude that the above petitioners have been detained. I therefore request you will have the goodness to discharge them forthwith, and acquaint me when you have done so.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) Hurree Appajee, Karkoon.

(True copy.)

(signed) M. B., Assistant Resident.

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TRANSLATION of original Petition from *Amursing Hurreebhaee*, and *Jeetbhaee Jalumbhaee*, Thakores of the Village of Meetapoora, Purgunnah Nudeead, to Colonel Outram, Resident, Baroda, dated 9 Asad Vud, Sumbut 1904.

YOUR petitioners beg to state, agreeably to an order sent by you to the magistrate of Keira, we were called and directed to attend at the Guicowar's court, to give evidence in the case of Hurree Bhugtee. We have given all the evidence we know in the matter, which has been written down. After giving it, we asked leave to go. They replied, "As soon as Larbaee comes, you will be allowed to go." Larbaee has now been here for about four months, but they will not allow us to go. We are landholders (zemindars), and the time for sowing the fields is at hand, and while we are detained here, who will cultivate the ground, or cause it to be prepared for the seed? We are poor people, and unless our fields are cultivated, how can we make good the Government revenue (jumabundee)? We have now been kept here upwards of eight months, and are very hard pressed for money for our expenses. We therefore most humbly pray that you will have the kindness to direct our release. If we are required again, and are summoned, we will attend as soon as the cultivation of our land has been completed, and the jumabundee fixed.

(signed) *Thakore Amursing Hurreebhaee.*
Thakore Jeetbhaee Jalembhaee.

Written by Karbaree Rungjee, at the request of the above persons.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(B.) 16.

TRANSLATION of Copy of a Yad, from the Resident, Colonel *Outram*, to his Highness the Guicowar, dated 5 August 1848.

IN the case of the complaint made by Joitabhaee Settanee regarding her son, Larbaee, wife of Bhanabhoy Khandass, was directed to present herself at the Guicowar's court, for the purpose of giving her deposition. In reply to this, a gumastha was deputed by Larbaee, who came to the Residency on the 3d August 1840, and stated personally that Larbaee was unwell, and requesting that if it was the Saheb's desire that a doctor be sent to see her. For this reason I would recommend his Highness to send an intelligent man, capable of pronouncing an opinion, to see if she is really ill or not; and if it appears to him that she is not, that you write and let me know, when I shall be enabled to send an European doctor to see her.

(signed) *J. Outram,* Resident.

(True copy.)
(signed) Hurry Appajee, Karkoon.

(True copy.)
(signed) M. Battye, Assistant Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(B.) 17.

TRANSLATION of Copy of a Yad from the Resident, Colonel *Outram*, to his Highness the Guicowar, dated 18 August 1848.

IN the case of the son of Joitabhaee Settanee, widow of Parukh Beechur Samul, you formerly wrote to me that the cause of the delay in sending in the proceedings connected therewith was owing to your not having succeeded in procuring the evidence of Larbaee, wife of Bhanabhoy Khandass. With reference thereto, I directed her to present herself, but in the meantime she fell sick; and yesterday, Govind Row Kodee brought a message from your Highness, that she be ordered to return to her own house. On this I sent Doctor Davies to see Larbaiee, and report on her state of health, from whom I received a certificate, dated 17th August 1848, stating that he had seen Larbaiee, and that it was his opinion, if she was removed from the house where she then was, in her present state, that her health might be seriously affected thereby. Now, as this case has been prolonged for such a lengthened period, it is necessary that your Durbar report the particulars of the matter forthwith. I think that there is really nothing to prevent you sending the komdars to

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to the abode of Larbaee, to take her evidence. I therefore request you will have the goodness to send the komdars to Larbaee, to take her evidence as you think fit, and having finished the business with all possible despatch, forward the proceedings and all the papers connected therewith, without delay, to the Residency.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee, Carkoon.

(True copy.)
(signed) M. Battye, Assistant Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(B.) 18.

TRANSLATION of Copy of a Goozerattee Letter from Colonel *James Outram*, Resident, Baroda, to *Joitabaee Settanee*; dated 19 August 1848.

YOUR goomashta, yesterday, brought me a petition, and he also brought another some days ago, to which I gave him a verbal reply for you to this effect: "that during the time the investigation of the complaint you made regarding your son was being made at the Guicowar's court, I received communication from his Highness, dated 16th November 1847, directing the attendance of Larbaee thereat to give her deposition, upon which Larbaee was directed to attend. After this, in the month of March 1848, Larbaee returned to Baroda, when she was summoned by the Guicowar Sircar to give her evidence, and yads were received from the Durbar at the Residency, of the dates 11th May, 3d and 20th June, and 16th July 1848 respectively, stating that she had not appeared. On the receipt of the above, successive orders were issued, dated 13th May, 22d and 24th June, and 19th July 1849, Nos. 100, 136, 138, and 170, to Larbaee, but for five months she has urged every possible excuse to evade going, and has never appeared in the Guicowar's court to give her evidence. His Highness the Guicowar at the same time writes, that until the deposition of Larbaee is given, the matter will remain unsettled. It is therefore necessary that Larbaee forthwith present herself and give her desposition, which will bring the investigation in the Guicowar's court to an end; afterwards when the particulars of it shall come before me (the Resident), I will be able, at such time as I may enter upon an inquiry into the matter, to listen to the subject of your petitions. The Guicowar is at present investigating this case, and until he has completed the inquiries and sent in the proceedings I (the Resident) will not interfere in the matter. Larbaee's not giving her desposition as desired, is the sole cause of the present delay in the proceedings, for which reason I shall not receive your petition." After giving the reply above stated, the petition was returned to the goomashta, but agreeably to the order of the Resident, Larbaee, up to the present time has not given her deposition, and for this reason the case has not been closed, and the proceedings thereof consequently not forwarded to me. Notwithstanding this, your goomashta, yesterday, presented me another petition from you, to which the verbal reply above written was again given, and the petition returned to him. I now tell you plainly that the inquiry into the case is being made by the Guicowar, and as soon as it is completed, and the proceedings are sent in to me, I shall be able to discover how it has been conducted, and whether it has been done properly or not, when, if you have any objections to offer to it, I shall be glad to listen to them. Unless the proceedings come in to me, no interference will be offered by me in the investigation. The reason of the investigation being at a standstill in the Guicowar's court, and not being completed, and sent in to the Residency, is entirely owing to Larbaee's refusing to give her deposition. The whole fault and blame rests with Larbaee. Yesterday I sent a yad to his Highness, stating that Larbaee now pleads sickness as an excuse, and recommended him to send the "kamdars" to Larbaee, and take her deposition at her own abode. Therefore, when these kamdars come, it is necessary that she reply to all their questions, and give her evidence properly; and if she delays giving her deposition, you may depend upon it I will write to the Bombay Government, and request them not to interfere in your behalf at all.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee, Carkoon.

(True copy.)
(signed) M. B., Assistant Resident.

(True translation)
(signed) J. T. Jameson, Assistant Commissioner.

(B.) 19.

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(B.) 19.

Translation of an Original Yad from *Joitabaee*, Widow of Bechur Bhoy Samuldass, to the Resident, dated 22 August 1848.

You kindly sent me a letter, No. 215, dated 19th August 1848, which I received on the evening of the 20th, on reading which it certainly appears that you have written, placing the object of my complaint and the contents of my petition on one side. If I write the whole particulars in detail, I shall further increase the contents of this letter. I surely cannot disobey your orders, those who have the power are now doing so, and it rests with the authorities to make inquiries into the matter, but when such will be done, it is impossible to say. My mother is ill, which your, as also his Highness the Guicowar officials, a native and European doctor, all came and saw, and reported to you, notwithstanding which you write and tell me that Larbaee has urged every possible false pretext to avoid appearing to give her evidence in the Guicowar's court, which has brought the business to a standstill. The whole fault and delay is Larbaee's. By your writing that my mother urges false pretexts, "after the above individuals have, as there mentioned, seen her with their own eyes, I feel myself much degraded. If I were to mention this in full, it would be as I have written above. But what are my grievances, and how many misfortunes have happened to me! On the 17th February, having been made a prisoner, my people, in order that I might obtain redress, gave in petitions to the Sahib and the Sirkar. After my mother had arrived in Bombay, on the 2d of August 1847, a petition was handed up to the Governor in Council, and from that month up to the present time, many petitions have been sent to you relating particulars. Touching this matter, my mother Larbaee received orders from the Council of the 7th August, 6th September, and 30th March, and from you of the 25th September, towards the features of the contents of which it is evident that you have not directed your attention, as will be seen on examining the letter referred to, which is the reason of the order having been written; with reference thereto, my sole request is this: I sent you on Friday 18th August, an English petition with a Mahratta yad enclosed; you kept the former, but sent back the Mahratta enclosure; I now send it to you again with the bearer of this, and beg that you will kindly take it into consideration with the English one, and if you approve of it retain it, otherwise send it back to me again; whenever you yourself may enter upon the investigation, I will have it in readiness for you. If, however, you will give it a perusal now, you will at once fully understand the whole bearings of my case, and at the same time be convinced that it is no fault of mine. The inquiry has been carried on entirely wrong in the Guicowar court. As I consider it right and proper to obey your orders, whenever the Guicowar's authorities shall go to the residence of my mother to question her, she will be prepared to answer them in a proper manner.

(signed) *Joithabaee Settanee*,
Written by Bhanabhoy Khandas.

Endorsement on the above.

In reply to the above, a letter No. 229, was sent to say, that when the case was completed in the Guicowar's court, and the particulars of it sent into the Residency, she would be heard.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 20.

Translation of a Yad from his Highness the Guicowar to the Resident, dated 22d Ramzan, Sumbut 1904, or 22 August 1848.

Upon the receipt of a yad from the Residency, dated 25th July 1848, No. 760, directing that certain parties from the village of Meetapoor (under the jurisdiction of Kaira), who had attended to give evidence in the suit regarding the son of Joitabaee Settanee, widow of Bechur Samul Parukh, and who are now here, be permitted to return to their village, a verbal message was sent to the Resident by Govindrow Pandowrung, to say that a long time had elapsed since the return of Larbaee to Baroda, yet she would not attend at the investigation, and that the Meetapoor people had been detained solely for the purpose of being confronted with her, and they must now be discharged. On this, word was sent by the said Govindrow Pandoorung that Larbaee be again directed to attend, which if she failed in doing at the appointed time, that the Meetapoor people be then discharged from further attendance. Agreeably to this request of the Resident, the arbitrators in this matter were directed by the Sircar to act accordingly, and they sent a yad to Larbaee, but she did not appear at the appointed time. One day before the expiration of the time allowed her, she fell sick, in order that she might have an excuse for absenting herself as heretofore. It is useless to enter into details on this matter, the Resident must be well acquainted with them.

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In short, it appears that she is determined to raise objections to avoid appearing. Recently another yad has been received from the Residency, No. 868, dated 18th August 1848, in which it is written, " Larbaee being sick, a kamdar should be sent to her for the purpose of taking her deposition. This course suggests itself to the Resident, &c." In accordance with the above suggestion, the Sirkar gave a copy of that yad to the arbitrators, Meer Surfuraz Ali, Gopal Row Meiral, Trimbuck Shastree, and Bapoo Shastree, who in reply sent a report to the Sircar to the following effect: " Larbaee up to the present date has urged various pretexts, and never made her appearance, and now the Doctor Saheb says she is sick, therefore, if Trimbuck Shastree and Bapoo Shastree go to her residence, and take her evidence while she is sick, Larbaee will hereafter raise remonstrances with them on the subject. Larbaee is at present residing with Rugoobhaee Vakeel, and if her evidence is taken there, how can this affair be satisfactorily finished? In this suit Larbaee is the principal, it is therefore necessary that she be confronted, after having given her deposition, with the other parties concerned in this case, and for that purpose she should appear before us four, and then and there depose; without this how can the affair be adjusted, &c., and other matter which you will understand." A copy of this yad is transmitted for the Resident's information. Further, his Highness begs to suggest to the Resident that Larbaee's deposition be taken in this matter, and that she be confronted with the other parties; for how can the affair be properly settled or cleared up unless this takes place in the presence of four kamdars? It is necessary that the Resident take this into consideration. It is now five months since Larbaee's return to Baroda, and she has been repeatedly ordered both by the Resident and the Sirkar to attend at this investigation, but owing to the tutoring of the vakeels, &c., up to the present day she has not attended. Now sickness is the cause. Should therefore a kamdar be sent to her house during her illness to take her deposition, it appears to me that the case will not be finally settled; it is therefore desirable that the proceedings in this matter be postponed until her recovery, when having appeared before the above-mentioned kamdars, she must give her deposition, and be confronted by the other parties in this case. This is our opinion, but the Resident can act as he pleases. The witnesses from the village of Meetapoor should be discharged; and at some future time, when they shall be required to be confronted with the other parties, the Resident will be written to to cause their attendance. I have informed the kamdars of this, and the Resident is now written to, that he also may be made acquainted with it.

Endorsement on the above.

A yad, No. 886, dated 24th August 1848, was sent to his Highness the Guicowar, requesting him to send a kamdar to Larbaee's house, to make arrangements about taking her evidence as quickly as possible.

(signed) *J. O.*

Baroda Residency.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 20.

TRANSLATION of Copy of Yad from the Arbitrators, *Meer Surfuraz Ali*, &c., to his Highness the Guicowar, dated Shurawun Vud 6th, Sumvut 1905.

A YAD was received by the Sircar from the Residency, No. 868, dated 18th August 1848, to the effect, that " in the case of the complaint made by Joitabaee, widow of Paruckh Bechur Samul, regarding her son, the investigation had been delayed owing to Larbaee, wife of Bhanabhaee's deposition not having been received, and that she had been warned on the subject, but that she is now ill, and that the doctor's certificate had been received, stating that if she was removed from her present abode to another place that her health would suffer thereby. Therefore, it appears to the Resident that there is nothing to prevent the Guicowar's officials going to her house, and taking down her evidence. His Highness is therefore requested to have the goodness to direct that they (the kamdars) be sent to her (Larbaee's) abode to take her deposition, to bring the matter to an end, and send a detailed account of the proceedings, with the necessary documents and papers with as little delay as possible to the Residency, &c." A copy of this yad was sent to us, and in reply to the para. that the investigation is at a standstill, owing to Larbaee's evidence not being forthcoming, we beg to state that we have repeatedly written in yads, and called your Highness's attention to this particular point. Some four or five months have elapsed since Larbaee's return to Baroda, and we have always been sending her messages through Government "jassoods" (messengers) to request her to appear either at the " Mandwee kucherie," or the temple of " Shree Goverdhun Nath," to give her deposition, where the kamdars would take her evidence according to the custom with women; but she, instead of appearing, has pleaded sickness, and a variety of other reasons for remaining away. Afterwards, a yad, dated Ashad Vud 14th, was sent through Gungajee Naeque, a servant of the Durbar, to the following purport:— It is a long time since you returned to Baroda, but up to the present time you have never appeared; for which reason, within seven days from this date, you must present yourself; and if you do not appear within the time allowed you, we will write and acquaint the Sircar with the circumstance of your non-appearance. Although the naeque delivered this yad to

Larbaee,

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Larbaee, yet she has never made her appearance. It is now mentioned in the yad under reply, that the above-mentioned doctor furnished a certificate to the effect, that if they attempted to move her to another place just now, that her health would be seriously injured thereby. If she is so ill as this, how can a kamdar take her evidence, and make all the necessary inquiries? And, perhaps, if her deposition is taken during her illness, she will hereafter be induced to say that she was ill at the time, and consequently has no remembrance of what she then deposed, from which it is supposed that a remonstrance against the kamdar will be the sole result. The Sircar should consider this matter well. This is a great case, and Larbaee is the principal in it, from which it is our opinion, that if even we send Trumbuck Shastree and Bapoo Shastree, and take her deposition before she has recovered, yet still the investigation will not be brought to a termination, unless she be confronted in our presence. The Sircar must order as they like. The Resident has written, that after closing this inquiry, all the proceedings, papers, documents, &c., connected therewith, must be forthwith sent into the Residency. With regard to the people from the village of Meetapoor, and other places, summoned to give evidence in this case, we have frequently sent messages to Sethanee Joitabaee to come and confront them, and the kamdars, Trumbuck Shastree and Bapoo Shastree, both went to her on that account, but she said that her father, Bhanabhaee, was ill, that when he came, if they wished it, they might confront her with them. Having said this, she allowed a long time to elapse, and at last did not do it at all. From so many objections and impediments having been offered by her, the investigation has been protracted, and left unfinished. Since Larbaee's return to Baroda, she has brought forward endless excuses, and never appeared; from which cause the inquiry is deferred from day to day, and we have frequently written into the Sircar and informed them of this.

(signed) *Meer Surfuraz Ali* (in Persian).
Gopal Row Meiral.
Trumbuck Shastree Munoker.
Bapoo Meiral Shastree.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 21.

TRANSLATION of a Copy of a Yad from Colonel *Outram*, C.B., Resident, Baroda, to his Highness the Guicowar, dated 24 August 1848.

IN reply to a yad from the Residency, No. 868, dated 18th August 1848, stating, that "in the case of the complaint made by Joitabaee Settanee, widow of Paruck Bechur Samul, regarding her son, as Larbaee is ill, a kamdar should be sent to her abode to take down her deposition, &c." A yad, dated 22d August 1848, enclosing copy of a report to the Sircar from Meer Surfuraz Ali, &c., was received from his Highness the Guicowar, stating, "If Bapoo Shastree and Trumbuck Shastree are sent to the house of Larbaee to take her deposition from the circumstance of her being ill, she will have room for further dispute and will make remonstrances hereafter. Unless Larbaee appears before the four kamdars, and gives her deposition, and is afterwards confronted with the other parties in the case, how can a final settlement of the business be arrived at? &c." It is with reference to this, requested that whenever the Guicowar's officials are about to be sent to the residence of Larbaee to take her deposition, that intimation be sent to the Resident, when a doctor will be sent there to see whether Larbaee's state of health is such as to admit of her giving her deposition. And at the time of taking her deposition, should it be the Maharaja's desire, Nursooo Luxumon shall be sent there to be present at it. According to the above plans, after the evidence of Larbaee has been taken, should she change and say differently, no attention will be paid to her. The Guicowar's officials, the two shastrees, of course will go to take her deposition; but Meer Surfuraz Ali and Gopal Row Meiral, I imagine, will not attend; however, there is no objection to their sending along with the shastree's two trustworthy karkoons or others to act as their proxies. It is therefore requested that his Highness will have the goodness to take the contents of this yad into his consideration, and adopt measures that Larbaee's deposition may be speedily taken, and this investigation thereby brought to a termination. The above having suggested itself to the Resident, it is now written for his Highness's information. The deposition of Larbaee should therefore be taken without delay, the inquiry closed, and, as I formerly requested, the written proceedings, with all the documents and papers appertaining thereto, be early transmitted to the Residency.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Naroo Chimnajee, Carkoon.

(True copy.)
(signed) M. B., Assistant Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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(B.) 22.

TRANSLATION of Original Yad from his Highness the Guicowar to the Resident, dated 4 September 1848.

A YAD, dated 24th August 1848, No. 886, was received from the Residency, stating, that as Larbaee was ill, it was desirable to send the Guicowar's officials to her abode to take her deposition in the pending case regarding the abduction of the son of Joitabaee, widow of Becher Samul Parukh. With reference thereto, Meer Surfuraz Ali and Gopal Row Meiral were directed by the Durbar to send Bapoo Shastree and Trimbuck Shastree to Larbaee's house to take her evidence, which they did accordingly; but as Larbaee would not give them her deposition, and entered into perverse wranglings, they came back again without getting it, and forwarded to the Durbar a yad, stating what had occurred, and also an extract from the diary of the proceedings that took place on that day, copies of both of which are enclosed with this yad. The Guicowar begs leave to inform the Resident, that although it is most desirable that this investigation be brought to a close, yet Larbaee refuses to make her appearance or give her deposition, and Joitabaee formerly at the time of confronting her with the other witnesses, raised so many objections and disputes, that the investigation has now been at a standstill for a whole year, the purport of which you will clearly understand on reading the accompanying yad from the four kamdars. It is therefore requested that the Resident take into consideration the meaning of what has been above written, and explain the circumstances (by writing) to the Bombay Government, in order that they may be made acquainted with the reasons for not bringing the present inquiry to a close.

Endorsement on the above.

In reply to the above yad, another yad was forwarded to his Highness, dated 6th September 1848, No. 934, begging to call his attention to former yads written on the same subject.

Baroda Residency. (signed) *J. Outram*, Resident.

TRANSLATION of Copy of a Yad from the Guicowar's Officials, *Meer Surfuruz Ali, Gopal Row Mural, Trimbuck Shastree Munohur,* and *Bapoo Mean Shastree,* to his Highness the Guicowar, dated Badrapud, Shooth 7th Sumvut 1804.

WE received from the Sirkar a copy of a yad received from the Residency, No. 886, dated 24th August 1848, stating that the Resident saw no objections to sending kamdars to the house of Larbaee to take her deposition in the abduction case of the son of Joitabaee Settanee, wife of Bechur Samul; and that he intended sending a European doctor to see in what state of health she was. Touching the above, agreeably to the orders received from the Sirkar, we went to the Residency on the 30th Shurawun (Monday), when the Resident expressed a desire that, as Larbaee was ill, we should send kamdars to her house to take down her deposition, and said that he would warn her that neither her wakeel nor any other persons were to be present at the time, that only her husband, Bhanabhoy, would be allowed there. Afterwards, at the order of the Guicowar, Sirkar Trimbuck Shastree and Bapoo Shastree went to where Larbaee was residing, in the house of Dhakjee, in the Row Poora, to take her evidence. A jemadar from the Residency, named Buwanee Sing, had been sent to prevent her making any unnecessary excuses in giving her evidence. In his presence they asked her to give her evidence. At this time Joitabhaee Settanee, Bhanabhoy, and Rugoobhoy Wukeel, and others were seated there, and they did not get up. Larbaee said that she would not give her deposition, unless Rugoo Bhoy, or his nephew (sister's son) Purboo Dass were permitted to be present. On this they (both the shastrees and the jemadar) told her what were the Resident's orders, but she would not listen to them. They remained there about three hours, and then returned. In order that you may be made acquainted with their proceedings, a separate yad of the diary of that day is enclosed with this for your perusal. The investigation of this case has now been going on for upwards of a year. Several days after the deposition of Joitabaee was taken, the witnesses from the village of Metapoor, and several others, were to be examined in her presence, when the kamdars of the Sirkar were sent for that purpose to her house, but she was in the habit of telling them that her father, Bhanabhoy, was ill, and that as soon as he was well she would answer them. A jasood, named Gungajee, was frequently sent to summon Bhanabhoy, but, under the pretence of sickness, he never made his appearance. As soon as Larbaee (his wife) and Rugoo Bhoy Wakeel arrived, his sickness no longer remained. In this manner, Bhanabhoy, by throwing oppositions in the way, did not allow the examination to take place before Joitabaee; and Larbaee, who is the principal in the case, has never made her appearance, although she has been warned to do so constantly for the last five or seven months. She has been told many times, and in many different ways, to come to the Mundwa Kencherei, with her husband Bhanabhoy, with whom she might sit down in a retired corner and give her evidence as females generally do, or, if she preferred, she might come to the temple of Shree Gover Dhun Nath, which is close by, but she invariably brought forward all manner of obstacles, and has never appeared. A report of each and all of these circumstances, as they occurred, has been regularly forwarded to the Durbar.

Larbaee,

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Larbaee has been back now five months, but has never presented herself, and the witnesses from the village of Metapoor have not yet been discharged, from want of our being able to confront them with her. Touching this matter, a letter was forwarded from the Residency to let them go away; on this we sent her a message that she was to make her appearance within seven days, and at that time she was not ill. A day before the seven days had expired, she wrote to the Resident, and said she was sick, for which reason, on his recommendation, an order was received from the Sirkar to send the kamdars to her house to take her evidence, on which Trimbuck Shastree and Bapoo Shastree went to her residence; but just as before, met with objections and disputes, and got no evidence from her. The Sirkar ought to reflect well, that if their kamdars are sent to her house, and these people continue to wrangle there, how can the affair ever be brought to a termination? This is a very suspicious case, and it is therefore necessary to make a most minute investigation of it, by examining each person distinctly and separately, according to the customs of this place. But it appears to us, and it is much to be regretted, that this will be impracticable in the present instance. It was essential that the deposition of Larbaee should be taken when Joitabaee was not present, as such great suspicions are entertained in this matter. This was not accomplished; for Joitabaee, under the pretext of going to inquire after her mother Larbhaee's health, went to where she was living, and instead of coming back again, remained there upwards of a month in company with her and Rugoo Bhoy Wukeel, which raises doubts in our minds, of which it would be needless to acquaint your Highness. When the Sirkar entrusted the investigation of this matter to us, we were informed that nothing of this sort had ever occurred before in the well-known house of Hurree Bhucktee, and therefore we were directed to make minute inquiries into it, and report the true circumstances of the case to your Highness. On which, as Larbaee was not present, we took the evidence of the people here, confronting them with other parties, and the proceedings only required the presence of Larbaee and Joitabaee to bring them to an end; but, they not permitting this, have stopped the investigation for a twelvemonth. We have been frequently ordered by your Highness to bring the affair quickly to a termination, and we therefore now beg leave to transmit for your information the above account of the case, and to call your particular attention to the circumstance, that when the Sirkar's kamdars go to Larbhaee's house, and address her in a proper manner, as directed, she answers, and does just as she likes. What sort of behaviour is this? The following now appears to us desirable: She says she is sick; therefore, as soon as she is well, let her come, when we will take her evidence, and confront her with the parties that may appear to us necessary that she be confronted with, when the case can be cleared up. To send the Sirkar's kamdars there repeatedly, without any satisfactory result, will never bring the affair to light. We are prepared to do further whatever your Highness may deem advisable.

(signed) *Meer Surfuraz Ali* (in Persian).
Gopall Row Meirall.
Trimbuck Shastree Munohur.
Bapoo Mural Shastree.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

TRANSLATION of Copy of a Goozeratte Diary of Proceedings held before *Trimbuck Shastree Munohur* and *Bapoo Mural Shastree*, on the 3d Badruwa Sood, Sumvut 1904. Received at the Residency, 5 September 1848.

TO-DAY an order was given to us, in the way of a punch, by the Guicowar Sirkar, to go and take the deposition of Larbaee, wife of Bhana Kandass, upon which we both proceeded in the course of the afternoon to the house of Dadjee Kaka, in the Row Poora, where she is now residing. Before we arrived, a jemedar of the Resident's, named Bhuwanee Sing, had come there. The jemedar, we two, and a carkoon, then went in to Larbhaee. The jemadar told us that it was the Resident's order that, after we had taken Larbhaee's deposition, we should permit her vukeel to take a copy of it. He (the jemadar) then told Larbhaee that the Guicowar's authorities (Adikaree) had come to take her deposition, and that she and her husband had better sit down together, and she give her evidence. At this time she was sitting near Joitabhaee, whom we told to sit at a distance, when she said, "I shall sit near, and so shall Rugoo Bhoy; without that, how can you take my mother's evidence?" We then told her that we had already taken her deposition, and that she must sit at a distance till we had taken her mother's; your father Bhanabhoy may remain near; Bhanabhoy said, "I won't stay alone with her; unless my people are allowed to remain, the evidence won't be given. If you take it without my people being near, my wife will say one thing, and you will write another." We then said to Bhanabhoy, you may write down the answers that Larbaee gives to our questions, and give them to us afterwards. Bhanabhoy said, "Unless my people are allowed to remain, the evidence shall not be given." Roogoo Bhoy then observed, "Bhanabhoy cannot write properly, how can he take down the answers?" We replied to this, "Why, Bhanabhoy was for many years the mehta (accountant) of the villages of Ambeeara and Puluswadoo, and of course must have kept the accounts there." Rujubhoy then said, "That is quite a different thing; this is a Government affair, for which reason he is

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is unable to write it." We after this, several times, requested Joitabhaee to go and sit at a distance, when she said, "Who of our party will then remain near? If you will tell me that, I will sit apart." We explained it to her several times, but she did not mind us. After this, Rugoo Bhoy said to Joitabhaee, "If they request you to sit outside, do so." After Joitabhaee had retired and sat apart, we told Rugoo Bhoy to do the same. Rugoo Bhoy said, "What harm is there in my sitting near? I will remain, but will say nothing." We then said to him that it was the Sirkar's orders to take Larbaee's evidence with only her husband Bhanabhoy seated near her. Larbaee then observed, "That the evidence she would give would be before God, and the truth; to whom both parties are the same (complainant and defendant)." We then told her that we would write only what she stated. Rugoo Bhoy then said, "You will not allow any one to sit by; this is not justice." We asked him what objection he had to sitting outside. He replied, "What harm shall I do by remaining?" While disputing in this manner, Bhanabhoy said, "If you won't allow my people to be present, I won't either." On saying which he got up, and went out; while Rugoobhoy continued sitting, Larbhaee then said, "If you won't allow Rugoobhoy to remain here, then let his nephew Purbhoo Dass sit near me." We then said, "What reason is there for any one else sitting but Bhanabhoy?" Rugoo Bhoy then got up, and went out, and called Bhanabhoy, who returned with him, his nephew Purbhoo Dass, and one or two others, and sat down again. The Resident's jemadar then said to Bhanabhoy, "The Sahib has ordered you to sit near to Larbaee, and take down her deposition as she gives it, and after it has been given, hand it over to your carkoon to be copied; there is no order for any one else sitting near." On saying this, the jemadar went away. All the circumstances occurred in his presence, and he said he would report them to the Sahib the following day at 10 o'clock. After this, we and some others continued sitting there. There was a curtain fastened up, behind which there were two persons, one the brother of Bhanabhoy's gumashta, but the other I could not recognise. These two evidently tried to remain concealed behind, for when we perceived them, they got up and came out. We three times explained our orders to Larbaee and Bhanabhoy, but they did not heed us, and continued giving this one answer, that unless Rugoo Bhoy or his nephew Purbhoo Dass were allowed to remain, no deposition would be given. We told Larbhaee, "You are ordered to sit near Bhanabhoy while giving your deposition, and yet you say that Rugoo Bhoy or his nephew must be near you. We will report the circumstances to the Sirkar, and as they order, so shall it be done." Larbhaee replied, "Very good."

These are the circumstances of the case, of which this is a correct summary. Date as above.

(signed) *Trimbuck Shastree Munohur.*
Bapoo Meiral Shastree.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 23.

TRANSLATION of a Yad from the Resident to his Highness the Guicowar, No. 927, dated 4 September 1848.

HAVING been informed that upon the occasion of the kamdar on the part of the Guicowar Sirkar attending at the quarters of Bhanabhaee, for the purpose of taking the deposition of Larbaee, the wife of Bhanabhai, in the pending abduction case of Joitabee Settanee's son, and it being considered necessary that at the taking of such deposition no other person be present but the husband of the deponent; that the said Larbaee objected to give her deposition unless a mehta on her part was permitted to be also present, and subsequently to which, on the 1st September 1848, a goomasta on the part of Joitabaee having attended at the Residency, he was informed that it was very improper on the part of Larbaee to refuse giving her deposition before the Guicowar authorities because a mehta was not permitted on the occasion to be present with her husband, upon which he consented to Larbaee's giving her deposition as requested, and he was desired to attend before his Highness and intimate the same. This day a yad has been received from Joitabaee Settanee, enclosing one to the address of his Highness the Guicowar, in which it is stated that her goomasta attended for two days with the enclosed petition, for the purpose of presenting it to his Highness, but was prevented doing so, consequently, the said petition to the address of his Highness, and copy of Joitabaee Settanee's yad giving it cover, are herewith transmitted, from which his Highness will become informed of all the particulars; and it is requested that for any impropriety Larbaee may have been guilty of, she may be forgiven. This course the Resident considered advisable, and he further recommends that the purport of Joitabaee's petition, that the Guicowar's officials should be directed to go to Larbaee's house and take her deposition, be taken into consideration, which opinion he begs to submit to his Highness.

Written 4 September 1848.

(signed) *J. Outram*, Resident.

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TRANSLATION of Original Goozerattee Yad from *Joitabaee Settanee*, Widow of Bechurbhaee Samuldass, to the Resident, Baroda, dated September 1848.

I BEG humbly to represent that you, yourself, in person, ordered me to go and state my case to his Highness the Guicowar. Accordingly, on the 2d of the current month I sent a yad, at about 10½ A. M., with my carkoon, to his Highness, who remained at the Durbar all day, and until two or three hours after sunset, but no one received the yad. The carkoon told Bapoo Shastree and several others that none of the "japoos" would receive the yad, and therefore requested him to take it and deliver it to the Maharaj; he told also Gopal Row, Meiral, and others, who were sitting near his Highness, but they, after considering the matter, refused to take it, and in this manner, all replied to the same effect, that they would not take it. The following evening I again sent the same yad to the Durbar, when Bapoo Shastree, after making several remarks, threw it away, and said "Your yad won't be received." The carkoon having no other alternative, brought the yad back to me, for which reason I am now compelled to represent to you, most humbly, that owing to partiality to my opponent, my complaint will never be heard or justice administered in the Guicowar's court. I beg you will point out my fault if there is any, for I sent a yad to the Sircar, agreeably to your orders, which yad is now enclosed with this to you. After giving them your due consideration, I beg that you will write and desire me to do whatever may appear to you right and proper, and no one is better able to do it than yourself.

The sign of *Settanee Joitabaee*,
and written by Bhanabhaee Kandass.

Endorsement on the above.

Copies of the above yad and its accompaniments have been sent along with a yad, dated 4th September 1848, No. 927, to his Highness the Guicowar.

Baroda Residency, dated as above. (signed) *J. O.*

(True translation.)
(signed) H. Jameson, Assistant Commissioner.

(B.) 24.

TRANSLATION of a copy of a Yad from the Resident, Colonel *Outram*, to the Guicowar, dated 6 September 1848, No. 934.

IN reply to a yad from the Resident, dated 24th August 1848, No. 886, requesting that as Larbaee was ill, the Guicowar's officials be sent to her residence in order to take down her deposition in the case of the complaint made by Joitabhaee Settanee, widow of Parukh Bechur Samul, regarding her son, a yad, with two enclosures, dated 4th September 1848, was received from the Durbar, stating that although in accordance with the above, kamdars went to her abode, yet she raised the objection that her goomashta must sit near her at the time, and thereon gave no evidence. Before the receipt of the above yad, one dated 4th September 1848, No. 927, had been despatched from the Residency to the Durbar, to the effect, that if Larbaiee had committed any fault, it was thought desirable that his Highness should pardon her, and send the kamdar to take her deposition. It is therefore to be hoped that his Highness will take into consideration the purport of the above yad, No. 927, which is the reason of the Resident now writing to him on the subject.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee.

(True copy.)
(signed) M. Battye, Assistant Resident.

(True translation.)
(signed) H. Jameson, Assistant Commissioner.

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(B.) 25.

Translation of an Original Yad from his Highness the Guicowar to the Resident, dated 17 Sawal 1904, or 16 September 1848.

For the purpose of taking Larbaee's deposition, kamdars were sent to her residence; but she, instead of giving her deposition, commenced an altercation with them, on which the kamdars returned. The particulars which transpired on the above occasion were embodied in a yad to the Resident, dated 5th Shawal, Sumwut 1904 (4th September 1848). A yad has just been received from the Residency, No. 934, dated 6th September 1848, stating, "that any impropriety Larbaee may have been guilty of, she should be forgiven, and that the kamdars should be again sent to her abode to take her deposition. On this subject a yad was formerly sent, numbered 927, from the Residency." With reference to this, when a person on the part of Joitabaee attended with a petition, he was informed that Bhanabhaee, the father of Joitabaee, should wait upon the Sircar, and represent anything that he was desirous of communicating, and also present the petition himself. He was told on two successive days to act thus; notwithstanding which, he never made his appearance, and since then he has presented a petition to the Resident, in the name of Joitabaee, containing false statements. This is very improper behaviour on his part, which the Sircar ought to take into his consideration. The purport of the above was contained in a yad presented to the Sircar, by Meer Surfuraj Ali, Gopal raw Meiral, Trimbuck Shastree, and Bapoo Shastree, a copy of which is herewith transmitted, on a perusal of which the Resident will be made acquainted with the circumstances. Agreeably to the request of the Resident, kamdars were sent to the residence of Larbaee for the purpose of taking her deposition, with whom she entered on an altercation, and gave none, upon which they returned; and although Bhanabhaee was told to wait personally on the Sircar, and communicate what he had to say, yet he failed in doing so, and now makes false representations to the Resident. What sort of behaviour is this of his? From this it appears to be his intention to delay the settlement of this matter, and to engender doubts in the mind of the Resident, and thereby to cause unnecessary correspondence between the two Sircars. For this reason his Highness now writes to suggest to the Resident, that as Bhanabhaee does not attend to the orders of the Sircar, but acts in direct opposition to them, how can it accord with the rules in force in a Sovereign Government to send kamdars from time to time to take his wife's deposition? The Resident is requested to give this his best consideration. It appears to his Highness now desirable, that as soon as Larbaee recovers from her indisposition, that she present herself, and give her deposition in the presence of the four kamdars, and that her husband, Bhanabhaee, be seated near her during it. But if it still be the Resident's desire, Trimbuck Shastree and Bapoo Shastree shall be sent to her abode to take her deposition. His Highness, however, begs that the Bombay Government may be written to, and made acquainted with the fact how these individuals have acted in direct opposition to all the Sircar's orders as above related.

Endorsement on the above.

In reply to the above, a yad, No. 981, dated 18th September 1848, was forwarded to his Highness the Guicowar, directing that Trimbuck Shastree and Bapoo Shastree be sent to Larbaee's residence, and that her deposition be taken by them; and that the proceedings be quickly brought to an end, and that a written account, with all the documents and papers of the case be sent in to the Residency.

(signed) *M. B.*

Baroda Residency, dated as above.

Translation of Copy of a Yad from the Arbitrators (Punch) *Meersufuraz Ali*, &c., to his Highness the Guicowar, dated Badrapud Sood 10th, Sumwut 1904.

Two yads, Nos. 927 and 934, were received from the Residency by the Sircar, stating that, "the kamdars of the Sircar went to the abode of Larbaee, the mother of Joitabee, to take her deposition, and she refused to give it; notwithstanding this, the Resident thinks it advisable that she should be pardoned, and that the purport of her petition be considered, and the above-mentioned kamdars be again sent to her abode to take her deposition; this is his advice, &c;" accompanying these two yads was one from Joitabaee Settanee, and also a packet to the address of his Highness. We were ordered to explain the matter, and with reference to these, beg to state, for your Highness's information, that Joitabaee Settanee writes in the accompanying enclosure, that her goomasta went to the Sircar to deliver a petition, and that he requested Bapoo Meiral Shastree to present it to your Highness; but he would not receive it; and that again, the next day, he, the goomasta, took the same petition a second time; but the Shastree again refused to receive it, and threw it away. This is the purport of her complaint. With reference to this, we beg to state, that the Settanee's goomasta came with a petition to the Wadda palace, on the night of 5th Bhadrupud Shood, and said to Bapoo Shastree, "I have brought a petition from the settanee; be pleased to deliver it to the Sirkar." On this the shastree replied, "Give it to a sircaree (jassood) messengers. Afterwards, when your Highness went up into the Mandva kucherie, the goomasta went there also. On Bapoo Shastree's representing the circumstance, an order

order was given, that if the settanee had any petition to present, she must send it by her father, Bhanabhaee, when it would be received. The above-mentioned Shastree gave this message to the goomasta. The next day, instead of Bhanabhaee's bringing the petition, as directed by your Highness, the goomasta again appeared with it, when he was told at once, "According to the order given to you yesterday, Bhanabhaee must bring the petition." He then commenced an altercation, and afterwards went away. Notwithstanding the above order given to him, Bhanabhaee has never presented himself, but on the contrary, coins all manner of stories, and writes and represents whatever comes into his head. There was nothing to prevent Bhanabhaee's bringing the settanee's petition as he was ordered. From this, it appears that he is tutored by evil advisers, and thus adopts improper courses. We therefore beg that your Highness will give this your best consideration, and write and acquaint the Resident with it. We formerly sent in a yad to your Highness, with a detail of all these particulars, and we will further act in the matter as your Highness may be pleased to order.

(signed) *Meer Surfuraz Ali* (in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munoher.
Bapoo Meiral Shastree.

(True translation.)
(signed) H. Jameson, Assistant Commissioner.

(B.) 26.

TRANSLATION of Copy of a Yad from the Assistant Resident in Charge, *M. Battye*, to his Highness the Guicowar; dated 18 September 1848, No. 981.

IN reply to a yad from the Residency, No. 934, dated 6th September 1848, another, with an enclosure, was received from his Highness the Guicowar, dated 16th September 1848, stating that in the case of the complaint of Joitabhaee Settanee, widow of Parukh Behchur Samul, regarding her son, in which the evidence of Larbaee was alone wanting; that if the Resident wished it, that Trimbuck Shastree and Bapoo Shastree should be sent to her abode to take her deposition. The above intimation of his Highness's concurrence, that the Shastrees be sent to the house of Larbaee to take her deposition, which is in accordance with the suggestion of the Resident, contained in his yad, No. 934, is highly approved of. It is therefore requested, that as soon as you have taken the deposition of Larbaee, that you will quickly bring the investigation of the present case to an end, and then write, and acquaint the Resident with all the particulars connected therewith.

(signed) *M. Battye,*
Assistant Resident in Charge.

(True copy.)
(signed) Moro Hurry Karkoon, Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(B.) 27.

IN a yad from the Resident, No. 981, dated the 18th September 1848, to the Durbar, it appeared to be his (the Resident's) desire, that Trimbuck Shastree and Bapoo Shastree should be sent to the abode of Lardbaee to take her evidence on the subject of the complaint made by her daughter, Joitabaee, wife of the late Parukh Behchur Samul, regarding her son. According to the above (yad) request of the Resident, Colonel Outram, the Sirkar (Guicowar) gave the necessary order, and Trimbuk Shastree and Bapoo Shastree went to the abode of Larbaee, who on questioning her, she refused to give any direct answers, saying that her complaint had gone on to the Bombay Government, and until her demands were complied with by them she would give no answer. In this manner she spoke, and addressed very improperly the above individuals, who took and brought notes of her replies; copy of which is herewith enclosed. This appears a very suspicious case. Larbaee is the complainant, and when questioned she answers in a very improper manner. If she had answered the questions put to her, it must be apparent to the Sircar that the affair would have been cleared up. It is necessary that stringent orders be given to her, that she only answer the questions put to her, and that in a correct manner and of herself, because in cases of evidence, unless the person questioned reply of his or her own accord, no satisfactory information can be obtained. In the manner above recommended Larbaee's evidence must be taken, when a comparison of its facts and heads can be made with that of others; and the whole circumstances

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circumstances being fully understood, they will be clearly explained for your information. Larbhaee up to the present time, upon one pretence and another, has not furnished her evidence, so that the affair is at a perfect standstill. Having taken the above into consideration, Larbaee must be directed to reply in a proper manner, and not to speak disrespectfully in the presence of the kamdars, for it appears from her present conduct and conversation, that, unless such be done, no information can be extracted from her; and how then can the particulars be found out? Frequent orders have been received by us from the Sircar to make and send a written investigation of this matter quickly; but we are perfectly helpless in the affair. We request that the Sircar will issue the orders we have above recommended, when we will act up to them.

Ashwun Shood 5th, Sumvut 1905. (signed) *Meer Surfuraz Ali* (in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munoher.
Bapoo Meiral Shastree.

TRANSLATION of Original Yad from the Guicowar's Court to the Resident, Baroda, dated 5th Ashwun, Sumvut 1904, or 5 October 1848.

A YAD was received from the Residency, dated 18th September 1848, No. 981, requesting his Highness the Guicowar to send the two Shastrees to the abode of Larbaee, to take her deposition. Agreeably to this request Meer Surfuraz Ali and Gopal Row Meiral were directed to send the kamdars to the residence of Larbaee for that purpose. They sent Trimbuck Shastree and Bapoo Shastree to her house to write her evidence; but she, instead of answering the questions put to her, commenced contesting and disputing, and said she would not reply to their queries. When they could not succeed in getting her deposition, they returned, and presented to the court a statement of what had occurred, and a copy of what part she had deposed; copies of both of which papers are herewith forwarded for your information. Up to the present time, Larbaee, by every possible pretence, endeavours to delay the settlement of the dispute, and talks in a most improper style, with which you have already been made acquainted; but as yet you have not done me the favour of warning her, as to her conduct, in severe terms. Further, Joitabaee, under the pretence of her mother, Larbaee, being ill, has gone to her house, and has remained there for two or 2½ months without returning, regarding which letters have been constantly passing, and casting something like imputations on the Guicowar Sircar; consequently, both Larbaee and Joitabaee, at the advice of others, refused to give any answers to the questions put by the kamdars. After considering the above circumstances, I hope you will send a full and clear account of it to the Bombay Government, and request that they will give orders that Larbaee be examined according to the custom used with females; and that she be made to give proper and distinct answers to the questions put to her. Joitabaee has been for 2½ months residing with Larbaee, which is not at all in accordance with the customs maintained in the establishment of Hurree Bhugtee Parukh; it is therefore requested that stringent orders be issued for her immediate return to her own house.

TRANSLATION of Memorandum attached to the above, and dated Monday, 9 October 1848.

IN the case of Joitabee, wife of Samul Behchur Parukh, regarding her son, the Guicowar Sircar took the evidence of Larbaee, wife of Bhanabhaee, a copy of which was sent by his Highness the Guicowar, accompanying the yad, dated 3d October 1848, No. 981, to the Residency. On which Bhanabhaee Khandass was summoned to-day to the Residency, and the copy of Larbaee's deposition read and explained to him; and on his being asked if it was correct, he replied that it was. Afterwards on his being asked why Larbaee did not answer the questions put by the Guicowar officials as therein stated, he and his vakeel, Rugoobhaee, replied, that a petition had been sent in to the Bombay Government on that matter, and that until some settlement or adjustment was made accordingly, that Larbaee would neither mention the names of any of the witnesses, or state all the circumstances of the case, because the witnesses, after having given evidence in favour of the defendant, Baba Nafra, will not be inclined to depose the truth in favour of us. If the Guicowar investigates the matter in our presence, we will relate the whole circumstances, and will now mention the names of the witnesses in your (the Resident's) presence. Upon which they were told by the Resident, that as Larbaee did not detail the circumstances in the Guicowar's court as she had agreed to do, the proceedings consequently remaining incomplete, had not been forwarded to him, and that their party was the sole cause of the delay; for which reason it is his (the Resident's) intention to write to the Government, and recommend them not to interfere in the matter. On inquiring how Larbaee was, they said quite well; on which they were informed that Joitabaee must return to her own house, and that in two or three days an order would be issued to that effect.

(signed) *M. B.*

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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TRANSLATION of Copy of Goozeratee Deposition of *Larbaee*, Wife of Bhana Kandass, taken 14th Bahdurwa Vud, Sumbut 1904, dated 26 September 1848.

LARBAEE states that she is the wife of Bhana Kandass, a Hindoo of the caste of Ladvaneea; is about 36 years of age, an inhabitant of Baroda, and now lives in the house of Dhakjee Kaka, in the Row Poorah, and she now by order of the Government gives her deposition in the presence of Trimbuck Shastree Munohar and Bapoo Meiral Shastree, and will only state the truth.

Question 1. You sent petitions to the Bombay Government, and to the Resident, in which you stated that the carkoon, of the firm of Hurree Bhugtee, Baba Nafra, forcibly carried off the son of your daughter Joitabaee, by name Motee Lal, and gave him to a cooly; further, that he caused your daughter and husband to be imprisoned; copies of these petitions have been received by the Sircar, regarding which you are now questioned. First state all the circumstances connected with Joitabaee's having a son, and regarding Baba Nafra's abduction of it?—*Answer*. I sent petitions to the Bombay Government, and to the Resident, in which every particular is stated. They were in the habit of taking Motee Lal, the son of my daughter Joitabaee, every day out for an airing in a palanquin, and on one occasion sent him in the palanquin to my house. The same day the Sethanee was made a prisoner, and having shut and bolted all the windows and doors, they placed sentries at the Gurialee Pole and other places. The following day I was informed that they would not permit her relations or any one else to go and sit near her. On this I went and stated all the circumstances to the "Bah Saheb," and to his Highness Shree Gunputraow, and what difficulties we were in; I also, through the assistance of Suckaram Pursotum, represented my case to the "Mota Sircar." At that time his Highness Shree Gunput Row sent a message to me, and told me not to be alarmed, that Joitabaee would be released, and that her case would be fully investigated. Some days after, in the forenoon, some 40 or 50 men were sent to my house about my dinner-time, who walked all over the premises, and spoiled my dinner which was then prepared. They seized the boy Motee Lal, and his nurse Khooshalee, and having put them in a room, made them prisoners. Afterwards they also imprisoned Joitabaee's father and my mother-in-law. These sepoys at the same time beat Bhanhabhaee, Joitabaee's father; I was at the time eating my dinner with my abotia on (a silk dress worn at meals), when I jumped up, and went and stood in front of the stairs. The sepoys and the Jamadar Seetaram then told me to go up the stairs. I replied to the jamadar that if he touched my hand I would appeal to the Gaekwar Sircar, and the English Government as well, against such injustice. Seeta Ram Poorbee said, "I will take the responsibility of the appeal on my own shoulders, as these men are the sepoys of the Sircar." On this I began to come down, and several of the sepoys passed me and went up the stairs. I descended to the bottom, and tried to go out, when Bugwan Mujmoodar began to fasten the chain of the door, upon which I cried out from inside the house, "They are beating me," and a lot of people assembled from the outside, from which circumstances he did not succeed in fastening up the chain, which he was trying to do. The Arab sepoys then came, and having beaten me, shoved me into the house. On this the people of the neighbourhood assembled inside the house, and began to ask them, "Why are you beating a woman?" In the meantime I came out weeping bitterly, and went to the Sircar Waree, and having entered a room near the Udalut, sat down. In the right-hand room four or five Deccan people and a Banian, whom I did not know, where I was sitting. They asked me why I was weeping, and what I wanted to say to the Shastree. The Shastree was listening at the time. They then told me to go to the upper story, and state what I had to say to the Sircar. I then went upstairs, and the Sircar, who was at prayers in the temple, heard me weeping, but said nothing to me; he afterwards went up to the (madee) upper story; the people who were there said to me, "The Sircar has heard your case, but says nothing." I then wanted to go up to the "Bah Saheb," but the attendants told me that his Highness had gone to the "Bah Sahib" to get his dinner. I then went to the story where the "Bah Sahib" lives, and sat down weeping, and said to the people there that I had had great tyranny exercised upon me, and begged they would inform the Bah Saheb of it; upon which one of them then told me to sit down, and that he would go and report it. Four hours afterwards he returned, and said that no one would hear my complaint, that the "Baba" was all-powerful. After remaining (two or three watches) from six to nine hours there, and being very tired, some people said to me there was no use in my sitting there, that the oppression would not be removed. I don't know the names of the people who said this to me, nor am I acquainted with them. I then got up, came out, and went to Jambooseer, and got a Banian, a relation of mine, to write in a petition to the Bombay Government. A month afterwards I went myself to Bombay, and then sent in three petitions to Government. These are the circumstances of my case.

2. At the time of the death of Bechurbhaee, how many months was your daughter Joitabaee gone in the family way, and was any inquiry into the matter according to the custom with females made at the time, of any one, and if so, in what manner, and of whom?—My answer to this is, if you make the arrangement I requested in my petition, I will reply to your query, and also corroborate what I have to say.

3. Until you substantiate what you have asserted in your petition, the arrangement you require cannot be entered into; will you therefore bring forward the proofs of what you have

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have written, or not?—As soon as the Sircar makes the arrangement I require, I will furnish the proofs of what I have asserted.

4. How many months after the death of her husband was your daughter Joitabaee delivered of a son, and when she was delivered, what women were present at the time of her confinement, and who were her nurses, and what was given to them?—When the arrangement mentioned in my petition is made according to my desire, I will both answer your question and furnish proofs; the purport of the arrangement I require will be found in my petition to the Bombay Government.

5. You sent a petition to the Bombay Sircar, regarding the truth of the contents of which it is necessary that we question you; are you ready to answer the questions we put to you, and to corroborate your answer?—The investigation in this matter will take place at the Residency, and if you will then enter into the arrangement written in my petition, I will answer your question, and prove everything. The arrangement I require is this: give me back Motee Lalbhaee; imprison Baba Nafra; take means to prevent the wealth of the firm from being squandered away; have an account taken of what has already been wasted, and let Baba Nafra be made responsible for whatever valuables have been dug out of my rooms, or those of my daughter Joitabaee. As soon as all the above arrangements have been complied with, I will answer all your queries regarding what I have asserted in my petition, and bring proofs to substantiate it; but until this is done, I will neither answer your questions, nor furnish the proofs.

P. S.—Larbaee deposes, in continuation, that when her case is heard in both Sircars (English and Gaekwar's), there will be nothing further to state but what her wakeel will then say.

The mark of *Larbaee*, wife of Bhanhabhaee Kandass,
written by her order by Balabhoy Samdass.

The copy of this deposition has been taken by Balabhaee Samdass.

(True translation).

(signed) J. F. Jameson,
Assistant Commissioner.

(B.) 28.

TRANSLATION of Original Yad from his Highness the Gaekwar to the Resident at Baroda, dated 4 December 1847, No. 909.

IN accordance with the request of the Durbar, the witnesses from the village of Meettapoor, Purgunnah Nudeead, required to give evidence in the suit of Joitabaee Sethanee, widow of Beehur Samul, were sent along with your yad, No. 897, and they were immediately made over to the kamdars by the Sircar. The above individuals have just preferred a petition given it to Meer Surfuraz Alee, Gopal Row Meiral, Trimbuck Shastree, and Bapoo Shastree, that they may be discharged, a copy of which they (the Punch) have forwarded to the Sircar along with a yad. Copies of both of these are now enclosed, for the Resident's information, along with this yad, and it is requested that after taking into consideration the contents of the enclosed papers, he will write and direct that the above-mentioned men of the village of Meettapoor be discharged. If it is found to be necessary to confront these witnesses with any of the other parties, the Resident will be written to hereafter to direct their attendance.

Endorsement on the above.

In reply to the above, a yad, No. 991, dated 17 December 1847, was forwarded to the Durbar, to the effect that if the witnesses from the village of Meettapoor have been examined, it is necessary that their depositions be read and explained to Joitabace Settanee, in order that she may, if she wishes, cross-examine them, after which they can be discharged.

(signed) *J. Outram*,
Resident.

Baroda Residency.

TRANSLATION of Copy of a Yad from the Arbitrators (the Punch) to his Highness the Gaekwar; dated Kartig Vud 10th (Thursday), Sumwut 1904.

WE have taken the depositions of Thakore Jeetsing, and others of the village of Meettapoor of the Purgunnah of Nudeead, who were sent by the Resident to the Durbar along with his yad, No. 897, to give evidence in the abduction case of the son of Joitabaee Settanee, and whom your Highness sent to us. After which we warned them that they would have to remain until Larbaee returned to Baroda, as it was necessary to confront them with her and the other parties. On this they told us that Thakore Amursing's brother's wife having died, they had certain funeral ceremonies to perform, and also that the grain of their fields was ripe, regarding which they had to make certain arrangements, for which reason it was necessary that they should be allowed 15 days' leave to return to Meettapoor. They also presented a report to this effect.

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We therefore beg to request that your Highness will be so good as to authorise us to permit them to return to the village of Meettapoor. We have told them that as soon as Larbaee returns to Baroda, they will have to appear again to be confronted with her and others. A copy of the report from the Meettapoor villagers accompanies this yad.

(signed) *Meer Surfuraz Ali*,(in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munohur.
Bapoo Meiral Shastree.

TRANSLATION of a Goozerattee Petition of *Thakore Jeetbhaee Julumbhaee, Thakore Amursing Hurreebhaee, Jubhaee Hurreebhaee, Rugoonath Nuthoo, Guman Maosing*, and *Rungjee Bheekhabhaee*, Inhabitants of the Village of Meethapoor, Purgunnah Nudeead, to his Highness the Gaekwar; dated Kartig Wud 9th, Sumwut 1904.

YOUR petitioners beg to represent that we were summoned, through the Resident, to appear at the Durbar, whither we repaired and gave our depositions in a true manner, according as we were acquainted with the circumstances of the case. Now when we ask leave to go away, we are told that we must wait till Larbaee returns, in order that we may be confronted with her, and that for that reason we could not be permitted to leave. We therefore humbly beg to state that Thakore Amursing's brother's wife has died, and we want to perform certain funeral rites on her account. In addition to this, the grain of our fields is now ripe, regarding which it is necessary to make certain arrangements. We therefore entreat that you will have the kindness to give us 15 days' leave, at the expiration of which we will again return and wait on your Highness.

(signed) *Thakore Jeetbhaee Julumbhaee*,
And the five others above named.

(signed) *J. T. Jameson*,
Assistant Commissioner.

(C.)

LETTER from Lieutenant-Colonel *Outram*, Resident at Baroda, dated the 31st March, No. 47 of 1851, submitting his Report in the case of Joetabaee Setanee.

Memo.—Copy of this report was forwarded to the Honourable the Court of Directors in political despatch from the Bombay Government, dated the 3d December, No. 91 of 1851. A copy is not inserted in this place, the report being very voluminous.

(D.)

First Charge, 4th Instance.

TRANSLATION of a Yad from *Joitabaee Settanee*, the Widow of the late Parukh Bechurbhoy Samuldass, to the Acting Resident at Baroda; dated 10 April 1849.

THE order of the Resident, No. 271, dated 5 April 1849, which was sent in so kind and considerate a manner, has been received, to which the following brief reply is submitted:

Para. 1. Seeing your wisdom and benevolence, I placed implicit faith and confidence thereon, and felt convinced that, in accordance with the request contained in my former yad, dated April 1849, you would have sent for the parties placed as a guard over me by my goomashta, Baba Nafra, and after having examined them, you would have awarded punishment to the said Baba Nafra suitable to his deserts, and would at the same time have caused the removal of the guards placed over me by the Guicowar Sirkar, and replaced them with Government puttawalas, and thus have afforded me your protection. Instead of acting in this manner, you, kind Sir, send the order above alluded to, which is inconsistent with your wisdom. Nevertheless I cannot allude further to this matter in writing to you; should your benevolence continue of this sort, then I have no hopes of ever obtaining redress.

2. Wherefore the Guicowar Sirkar and my rebellious goomashta, Baba Nafra, both placed guards over me and began to oppress me most rigorously, and to such an extent that my reputation was getting compromised, and my heart was so torn with distress that I thought if God relieved me from the disgrace and annoyance of these guards by death, that it would be a great blessing. With the view of obtaining a release from these sufferings, I was induced to write and submit all the particulars thereof for the information of you, the Resident, my master and protector; but owing to the misrepresentation of some one of the faction of Baba Nafra, the Saheb has conferred a very great boon of justice on me by his decision

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decision that my age is tender, that I am in possession of the wealth, jewels, and other property of the firm of Hurry Bhugty; that in the city and country robbery prevails to a great extent, and that consequently the Guicowar has been induced, owing to the high standing and reputation of the firm of Hurry Bhugty, to place guards and make such arrangements so as to counteract this or any other impending evil, and not for the purpose of oppressing me. The Sahib's karkoon, Narrain Chimnajee, came and read and explained the above decision to me, and it is a source of much grief to me that the Guicowar Sirkar shows partiality towards my rebellious goomashta, Baba Nafra, and permits him to squander away lacs of rupees of my property. Further, this Baba Nafra has abducted my son, but has adopted such precautions that there is no ascertaining his whereabouts. Upon this subject my mother had presented several petitions to the Bombay Sircar; one of which, dated 2d August 1847, had been referred to the Residency, and upon that of the 21st December 1848 an endorsement had been entered underneath by Government, to the effect that "it should be presented to the Resident." In obedience to this order, on the 6th March 1849 I sent it in to the Resident along with a yad, in which were embodied the various accounts of oppression perpetrated against me, but the Sahib paid no attention thereto. In the same yad of the 6th March I further requested the Sahib would come in person, and note with his own eyes the sufferings I was subjected to from the fact of the imposition of these guards, and the want of funds to meet my expenses. However, you did not think fit to comply with this, but came to the above conclusion, which appears to me most extraordinary, because by doing so you have entangled the party to whom it was necessary to afford your support in difficulties, from your putting credence in the statement of the Guicowar Sirkar, which you ought not to have done.

3. You have written in your letter that I am very young, and it would appear that the Maharaj has placed these guards to protect me. Now with reference to this I would beg the Sahib Bahadoor to bear in mind that two years ago I was younger than I am at present, and at that time my rebellious goomashta committed various oppressions upon me, forcibly abducted my son, Motee Lall Bhoy, plundered my father's house, imprisoned me and others, while the Guicowar Sirkar afforded this lawless man the utmost partiality, and gave me no protection. At the present time I am residing with my parents, where, from the statement of his Highness or the representations of his vakeel, you write that guards are placed for my protection; but it was incumbent on you before writing this, to have considered and borne in mind the purport of the papers formerly sent in on the subject, when the fact would have been at once apparent, that I left my own house with a single suit of clothes, which circumstance I have brought to the Resident's notice frequently; and further, this villanous Baba Nafra, previous to putting into execution the acts of oppression which he had then in view against me, came to me, and under the plea of requiring them for the use of his daughter, borrowed my jewels, which he has never returned to me, but on the contrary, related quite a different story of the affair to the Maharaj, which is the reason of his writing to you that I am in possession of all the jewellery of the firm of Pureekh Hurry Bhugtee. But why do you not institute an inquiry into the matter? It is not becoming a wise Government to listen to the false representations of the Guicowar Sircar. I am helpless. The Baba has blinded the judgment of the Mahraj by casting the veil of avarice before his eyes, and induced him to believe that I possess no right to the jewels of the firm of Hurry Bhugty; but it is incumbent upon you to make yourself acquainted with the rights and usages of the world in such cases. It is well known to every one what power the Guicowar Sirkar possesses to protect the interests of the sowcars and others, but I am unable to attempt the relation of such a matter. A person in Government employ has taken the part of the individual who has brought about the waste of my wealth, the ruin of my good name, and compromised the lives of my people, and at this person's instigation the Mahraj has been induced to misrepresent facts to you. I will adduce two or three examples to prove to you in what manner the Mahraj protects the interests of those under him. The firm of Ruttonjee Kandass formerly was always in possession of floating funds amounting to some 40 lacs of rupees, besides jewellery and the money out in business, whereas now, since it has been taken under the protection of the Maharaj, it cannot boast the possession of 40 rupees.

4. You state in your letter that robbery prevails to a great extent in the city and country, for which reason the Maharaj has placed guards over me to protect my interests. Now both in the city and country there are many people of tender age possessed of more or less wealth, and many of very great repute; let me ask if the Maharaj has ever placed guards over any of them, which circumstance you ought to bear well in mind. You further write that the guards were placed owing to the great repute and respectability of the firm of Hurry Bhugty; but if it was really the Maharaj's intention to uphold the name of Hurry Bhugtee intact, then he would at the time Baba Nafra committed his oppressive acts, have instituted a strict inquiry into the case in a suitable manner, and it would have been at the same time imperative upon him to have sent one of his people to protect both me and my son. Even the patell of every small village makes arrangements for the protection of those under him, while the Maharaj, who is sovereign ruler of all Goozerat, refuses to listen to my complaint. You further write that it does not appear to you that the men placed over me are put there to inconvenience me. On understanding this, the purport of your Honour's writing, the following thought suggested itself to my mind: that the only place to obtain justice in this world is at the hands of the Honourable Company; and that the Sirdar of that Company, the lawful administrator of justice, possessed of wisdom and judgment, should write in this manner, is completely beyond my comprehension. It was very proper and correct that you sent your carkoon to read and explain your order to me, because the Maharaj's Jassood

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Gungajee said in his presence (the Carkoon Narrain Chimnajee) that he had the Maharaj's orders to sit close to where the Settanee sat, and to accompany her whenever she walked about in her house. Be pleased to consider at this point whether the above ought to be termed imprisonment or protection of my interests, and whether it is the custom in the house of the Maharaj, in utter disregard of the reputation of a great family, to commit such a disgrace upon them, or is he permitted alone unjustly to oppress me? This circumstance should have your mature deliberation.

5. You have written that it is very unbecoming of me, at the advice of wakeels and other interested parties, to give the Government so much trouble. With reference to this I beg to observe, that interested parties are to be found in every quarter of the globe, and no world ever existed without them; and further, I beg to state that I act by the evil advice of no one, and I have no person in my employ who could be guilty of giving me such. The men I have employed in this case are good and respectable people. You should also take into your consideration that besides the Resident, I have no one to whom I can represent the tyranny I have been subjected to; which, if you do, the idea will at once be dispelled from your mind that I am entailing trouble upon you.

6. For the upholding of the great respectability of the firm of Hurry Bhugty, the Maharaj Sirkar has adopted the strange precaution of placing guards over me, and thus imprisoning me. I came to my mother's house at the Dhakjee Wadda with a single suit of clothes, and when I sent my people the next day to bring away my clothes from the house, they would not allow them to be taken; but let this matter give no one any trouble; in my house lacs of rupees are expended, from which thousands of people derive their subsistence; notwithstanding this, up to the present time I have not received so much as a half a seer of flour therefrom. Under the government of the Company the greatest criminal is allowed a meal within the 12 hours, which is deserving of the Maharaj's attention, but he does not give it the slightest thought. The partiality of the Maharaj towards the Nafra is great, and he therefore pays no attention to so just a claim as mine. I formerly wrote to you for a sum to be granted to me from my firm for my expenses, to which I received a reply on the 30th December 1848, that you could not sanction the disbursement of the sum mentioned in my yad. Now I did not want the disbursement in question to be made from the Residency treasury, and you did not write to the Bombay Government to obtain their sanction to a sum being granted me from the firm, but refused my prayer at once. The Government having pledged their word to the Dewanjee people, afforded them every assistance. The same binding arrangement in the shape of Government guarantee is also secured to me, and what possible hitch could there be to prevent your sanctioning for my own expenses a sum of money from my own wealth. It is solely owing to my evil destiny that at the present time no Sirkar will direct his attention to the due administration of justice; but if I am reduced to distress from the want of funds, the shame and disgrace thereof will be yours.

7. I beg, kind Sir, that you will give your greatest attention to what I am now going to write. My ancestors obtained the Government guarantee from the Company Sirkar principally for this reason, that the usages of the Mahratta Durbar were not always to be depended upon; from which the ruin of them or any of their descendants, by oppressive treatment at any future period, was by no means an improbable event; and they thought, from the protection of the renowned Government, they might guard against this, and they therefore sought and obtained the said guarantee. But the protection thereby secured to me, in the subject of the oppressions which have been practiced towards me, has, it would appear from what you have written to me, been completely cast on one side. It is well known to the whole world that my son was forcibly abducted, and yet these very people still persevere in their oppressive treatment.

8. You, kind Sir, have stated in your reply to my letter, that an order was shortly expected from the Bombay Government, but after so writing, you completely cast on one side the circumstance of the removal of the guards placed over me by the Sirkar, from which Baba Nafra and others composing the rascally clique have become so rejoiced, and imagine that you have written to the Bombay Government to withdraw the guarantee, and that an order to that effect will shortly come, after which, as they now enjoy the protection and favour of the Guicowar Sirkar, they will have no fear of the consequences, and that the time is fast appearing when they will be able to confine the settanee in a dark room, as they did formerly. Well and good; if such is to be the result of my petition to you, then indeed I am helpless. One circumstance gives me great anxiety; you say that my case is before the Bombay Government, and a decision thereon may be shortly expected. Now Colonel Outram intimated to me that my mother had not given her deposition, to enable the case to be referred from the Guicowar Court to the Residency, and that consequently the proceedings were at a standstill and unfinished, but that when she had given her evidence, and the proceedings were closed and forwarded to the Residency, at that time he would listen to all that I had to advance, and afterwards decide upon the case in a proper manner. On this my mother gave her deposition, but I am completely in the dark as to whether the proceedings have ever been received at the Residency or not, and you now tell me that the case is before the Bombay Government; it is therefore necessary that you inform me clearly on this point.

9. The Bombay Government had written to the Maharaj to remove this evildoer, Baba Nafra, and other men, from the offices that they held, and it does not appear that the said Government did so to further their own interests, but merely to preserve the friendship which exists between the two Sirkars. Notwithstanding this, should such evil-disposed parties,

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parties, as there referred to, at the present time, feel disposed to murder a person like me, the Guicowar Sirkar would ask them no questions in the matter. I therefore beg that the Resident will inform me whether Baba Nafra is permitted to commit murder with impunity, and if any order from the Bombay Government, or any late Resident, was ever granted to that effect, that you will kindly transmit the same to me, in order that I may thereon cease all further applications for redress.

You should be pleased to pardon me for giving you all this trouble, which I have done solely because you appear to be ignorant of the usages obtained in the Guicowar's Government and among their people, and also of the customs of the country, which is, I trow, the reason that I have failed in obtaining redress. I have therefore imposed all this trouble upon you, that you might be made acquainted with all the particulars, and that these intrigues might meet with their just deserts, and my sorrows be removed.

Dated 10 April 1851. (signed) *Bhanabhaee*, for Joitabaee Settanee.

P. S.—The above yad had been prepared, signed, and got ready for the transmission to you, when, through your kindness, the Puttawalla belonging to the Neyadiesh and the Jassood, both of whom had been placed as guards over me, got up and went away, which circumstance I beg leave to inform you of. In a former yad to you I solicited the favour of a Puttawalla being allowed me from the Residency, which indulgence I beg the Resident will kindly sanction, and give the necessary order for it to guard against any obstruction being offered to my going to and coming from my house, or while remaining inside it. This is my petition.

Dated Chuiter Vudh 4th, Sumvut 1905 (Wednesday, 11 April 1849).

(signed) *Bhanabhaee*, for Joitabaee Settanee.

Endorsement on the above.

A small portion of this petition, about three paras., have been perused, and as very low and unbecoming language appears therein, the Acting Resident considers that it is written in a highly improper manner. In addition, it contains many improper and disrespectful allusions to his Highness the Guicowar, for which reasons it is returned without having been wholly perused. When a petition written in a correct style is presented, it will be read.

Baroda Residency, 11 April 1849.

(signed) *P. T. French*,
Acting Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(D.) 2.

First Charge—Fourth Instance.

Translation of Original Goozrattee Petition from *Joitabaee Settanee*, Widow of Sett Bechurbhoy Samuldass, and Heiress to the Wealth and Property of Hurry Bhugty, to the Acting Resident; dated 20 April 1849.

Baba Nafra and his party, relying upon the support extended towards them by a certain influential and great personage, have subjected myself and my people to the greatest oppressions, the particulars of which, at the time of their occurrence, have from time to time, been brought to notice in petitions; and a respectful solicitation made that the case of your petitioner and others might be duly investigated, according to the mode suggested in our petitions, and such suitable redress awarded to us as the circumstances demanded, and by which the wish of our hearts might be accomplished. For the last two years I have been sending in petitions to the Residency, the Bombay Government, and the Guicowar Sircar, and stating the circumstances of my case, and without acting in disobedience to the Resident's orders. But to the present time the road leading to what is called justice has not been discovered; while your petitioner, on the contrary, has been menaced, and had threatening orders sent to her, and the purport of her petitions entirely disregarded. I cannot comprehend how the road leading to justice is thus abandoned, and orders of this description given. I have, therefore, little or no hopes of ever obtaining my wish from representing my case to you. Nevertheless, I beg to submit the following particulars for your information:

Para. 1. On the 21st December I sent in a petition to the Governor in Council, informing them of the particulars of my case, and in accordance with the order endorsed thereon by Government on 25th January 1849, and which was forwarded to me, I on the 6th March presented a yad to you, in reply to which, on the 8th March, you sent me an order to the effect, that the Bombay Government had been written to on the subject, and upon the receipt of their decision the purport of it would be communicated to me for my information. With

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With reference to this I beg to state, that up to the time of Colonel Outram's departure hence to Bombay on the 21st December 1848, I had informed him of all the particulars of my case. After which Mr. Battye, who was acting in charge of the Residency, sent for my father and karbaree, who thereon personally attended upon him; when my karbaree, complying with the orders of that gentleman, gave him information on several particulars. On being summoned a second time he again went, and at his request afforded him additional information. In the mean time you arrived, and an interview took place, upon which occasion Mr. Battye gave a short account of the affairs to you, and some conversation thereon ensued. After this you sent for me, and I gave in a written account of all the particulars of my case up to the departure of Colonel Outram, when you, without making yourself acquainted with all the details, or instituting the inquiry it was incumbent upon you to have done, wrote to the Bombay Government; and on the receipt of their reply communicated with the Guicowar Government, but what was the purport of these communications you best know. However, on Monday, the 12th of Maha Vud, you summoned my father and Kamdar, and explained the order to them. Now, if you had been desirous of obtaining a decision in this case, you should, previously to writing to the Bombay Government, have inquired of my kamdar regarding the above particulars, and after making yourself acquainted with them, have revolved in your mind as to the necessity of writing or otherwise, which you did not do, but (supported) the persons who have committed such oppressions upon me; principally Nafra, and his supporter Guneshpunt, the Guicowar Sircar's kamdar, and even the Guicowar Government itself. Further, the above-mentioned Gunneshpunt is the father-in-law of Baba Nafra's daughter, and he is at the present time in charge of the (Guicowar's) affairs, and he is likewise related to Nursoo Punt. From these circumstances, I feel convinced that all that I have written to you has been suppressed in the same manner as was done in the case of Shett Koopulchund, the Shastree, and others, from whom written agreements were extracted to abide by the decision of a punchayet to be assembled at the Residency, and afterwards a punchayet composed of members biassed to one party was called together. In this manner these parties appear to have written to you, and brought forward such examples to persuade you to have the present case similarly adjudicated. This case is of two separate kinds, from which it is quite clear that these people have written in, and misinformed you, without giving both sides of the matter their consideration. Cherisher of the poor! when in order to make the matter clear to you I endeavour to explain it, and pray that accordingly to your orders, and as you yourself may deem proper, redress may be awarded according to the rules of justice, you became very angry, and imagine that your orders are not respected. Through helplessness and fear I complied with your order, and I wrote in a yad to the Guicowar Sircar, to which no attention was paid; but an answer sent to the effect that it was out of their power to comply with my request. I beg to state that the last yad I sent in on this subject was not received, and I am ignorant as to what they may have written, or in what manner this circumstance may have been explained to you. Subsequently, on Monday the 12th of Maha Vud, my father and Kamdar were sent for, when the former was asked whether he had been to the Maharaj; and Govindrow was asked whether the Maharaj had sent for him. Now, I had sent petitions to you, dated 30th December 1848, and 3d and 17th January 1849, and in compliance with the successive orders received from you thereon, I submitted yads to the Maharaj, dated respectively Posh Soodh 8th, Vudh 13th and Vudh 14th, Maha Soodh 4th and 8th, stating my case; on which you, instead of making yourself acquainted with the particulars thereof, and inquiring into the rights and wrongs of the case in my presence, merely put the two questions above mentioned. After having thus interrogated both parties, my Kamdar represented to you that if you would be pleased to examine the whole of the papers above referred to (recapitulating them again), you would be fully enlightened on the whole case, and there would be no necessity for your seeking further information from any other quarter; and if after a thorough perusal you decided the matter, suitable justice and redress would be accorded me. If the case be permitted to progress as it is doing at present, I shall suffer great loss, and be subjected to much distress and many difficulties. The above was, however, not taken into consideration, and he was told that there was no necessity for offering any further remarks; that the Bombay Government would be written to on the subject, and as soon as their decision was received, that information thereof would be duly given. Owing to my helpless condition, there was a necessity for respecting this order; but without being made acquainted with the nature of the report made by you to the Bombay Government, I am quite at a loss how to make my grievances known to them by petition; because, up to the present time, I have in no way obtained redress for the wrongs I have suffered; neither has an inquiry been set on foot in accordance with the rules of justice; on the contrary, unnecessary delays have been permitted to intervene, from which I have been subjected to much distress, and many troubles. All that you have done has been to remove the guards and jhassoods who had been placed over me by the Maharaj and Nafra. Beyond this no arrangement whatsoever has been entered into, and the measures which, in accordance with the rules of justice, it was imperative upon you to have adopted, were entirely cast on one side, and others issued without the slightest reflection. Notwithstanding that you are acquainted with the established rules and customs in like cases, and in what manner affairs are conducted in native courts, you send me your most extraordinary orders of the 5th April, from which I am rendered perfectly helpless, and I am at the same time quite at a loss to understand on what grounds you have thus written, because on the snbject of my complaint, all my petitions and yads contain the same matter. The settlement suggested therein, and the subject of my being imprisoned and guarded, which I have from time to time

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from the commencement represented, have both been set on one side; and instead of considering the subjects of my complaint, matters not adverted to by me in my complaint, and having no connexion whatever with my case, are being concocted, and orders written and transmitted to me, for the purpose of screening the various acts of oppression perpetrated towards me by the Guicowar and Nafra. It is necessary for you to inform me whether you issued the orders of the 5th April, on the representations of the Guicowar, or Baba Nafra, against whom I had preferred complaints, because it does not appear clear from the order itself. Therefore if you will have the kindness to state in full the grounds which induced you to write it, and if you did so on the representation of the Raja or others, against whom I appear as a complainant, that you will furnish me with an attested copy of such representations according to former custom, when I shall be enabled to write and refute all such statements which have been advanced against me, and make the matter clear to your perception; or if you wish it, my camdar will come and explain it more fully, when all the deceits of the opposite party and their aiders and abettors will at once become apparent. From this you will also be perfectly convinced, that regarding myself and kamdar, my opponents, without cause or any palpable grounds, have unjustly accused him the kamdar of unfitness; whereas, up to the present time, no investigation or inquiry in the presence of both parties has yet taken place, and consequently no conclusion can be shown as to the fitness or unfitness of any party. No judge acts upon the representations of others, without first being firmly convinced in his own mind, and you have no doubt acted in a like manner; therefore if you do so after mature reflection, it will be all the better, but this of course depends upon your pleasure. Further, in the order above alluded to, you state that my case is under the consideration of the Bombay Government, and that their decision may be shortly expected; and that I should listen to the evil counsel of vakeels, and other interested parties, and thereby entail trouble on the Government, is very improper, &c. Now I beg leave to observe, that this remark does not accord with the established rules and demeanour of an administrator of justice. That such a remark has been written, is owing to my opponents, or those abetting them, for it is not becoming that such a remark should emanate from you. I am induced to represent to you in this matter, that up to the present date, no proper investigation has been instituted according to my complaint, nor have the proceedings connected therewith ever been brought to a close; therefore I cannot understand in the slightest degree your reasons for forwarding in to Government the imperfect proceedings in this case. Further, it is not customary, prior to duly investigating any subject of complaint, according to the rules of justice, and completing such investigation, and having a decision pronounced thereon, and before every such decision has been read and explained to the complainant, and his wishes taken thereon, to transmit the proceedings of a case, or any other similar papers, to Government or others. Now none of these customs have been acted up to, but orders are being written to me. I therefore beg you will favour me with copies of whatever particulars have been written in to Government, and your reasons for writing them, in order that I may be made acquainted, from the tenor of your writing, with the decision you yourself have come to, on the subject of my complaint now pending, and with which of the opposing parties in your opinion the blame and fault lies, and with what object you have written. It is highly desirable that I should refute this in a proper manner, and I shall write and give all the particulars, in order that a comparison may be made by the Governor in Council of their contents, with what you have already transmitted to Government, and a proper decision pronounced thereon. I beg, therefore, for this reason, that you will have the kindness to comply with my request, and furnish the necessary copies; and that you will also either do me the favour of writing to the Bombay Government, requesting them to withhold their decision, on this at present one-sided view of the matter, until I have received the copies from you, and furnish my explanation to Government, to enable them to come to a decision, from a view of both sides of the question; or otherwise, that you will forward this my petition to them. Up to the present time, I have permitted myself to live, from the circumstance of being in possession of the Company's guarantee, because even those who do not enjoy it at the present time, should they fail in obtaining redress at the hands of the Guicowar Sirkar, the English Government, which is more exalted than either the Peishwa or the King of Delhi (and even should a petty chief or raja, &c., tyrannise over his subjects), takes cognizance of the complaints of such a petitioner; or prior to so doing, considering it their duty to protect them, afford them every assistance. In this manner you should give my case your consideration, for you are the protector of our worldly as well as religious interests. Thus in the same way as you have hitherto protected us, without placing confidence in the misrepresentations of influential people, you should take into consideration the protection secured me by the British Government. Looking to this, and the particulars of my case above detailed, you should award such redress as you may consider my case deserves.

2. Those people to whom the Company have given their guarantee, either by writing or in any agreement, cannot suffer wrongs from the hands of those from whom they are secured redress, or indeed from any others, with impunity, and they are thus guaranteed by the Government, in order that the complaint of any one to whom the guarantee is secured may be duly investigated, according to the strict rules of justice, and all due assistance afforded them to protect their interests and reputation. It is not usual to oppress those in the enjoyment of the British guarantee, or to let any other person persecute such parties, and ultimately to hand them over to the tender mercies of their persecutors, and otherwise to act in an unjust manner. You ought to consider this matter well; I have, up to the 12th of Maha Vudh, from time to time stated the particulars of my case both to Colonel Outram and

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and yourself; I therefore beg that you will cause all these papers to be produced, and, according to the merits thereof, direct a due investigation to be instituted into my suit.

3. Without an investigation having been directed, in accordance with the suggestion contained in my petitions, various orders have from time to time been issued; I beg that these for the future may be discontinued. I recently represented many of the particulars of my case, and other matters, in a petition to you, but this was returned to me without being wholly read, with an endorsement thereon, dated 11th April 1849. If I were in this petition to reply in detail to all your orders, I should make it so very voluminous that it would never be read, but, on the contrary, sent back as the petition just alluded to was. If in endeavouring to make matters clear to you, and thereby refute everything written either by you or others, I enter into detailed particulars, you become angry, and pronounce such to be calumnies and false accusations; consequently I feel myself encompassed with difficulties in writing to you. If I write, the above is the result; and if I do not, how can you understand the nature of my grievance, or afford me redress? therefore I have no other alternative but to write. I now pray that you will give my writing all due attention, and having directed the settlement therein suggested, institute the necessary investigation, when the whole feature of the case will be brought out into view, and I shall then meet with justice. On this point I experience many obstacles; if therefore, as above stated, on the misrepresentations of my enemies, or from the dictates of your own conclusions, drawn without a due regard to the traits and procedures of your informer, you abandon the road to justice, and commence issuing orders replete with invention, and unwarranted, what would a judge say, were such orders to fall under his observation? It is therefore necessary, after having given this matter your mature consideration, and understanding all the particulars advanced in my petitions, that you then issue suitable orders. However, you can do whatever you think proper, but I shall continue sending in petitions for redress so long as I see a remedy.

4. My chief request, Sir, is this, that you will be pleased to take into consideration my representations from the commencement of this case, and direct an arrangement to be made in the manner suggested below, which is very requisite; I am at the present time in great difficulties and distress from want of funds for my expenses, and this circumstance I formerly brought to your notice, and am now doing so again; it is therefore necessary that some arrangement be speedily made on this matter.

5. Colonel Outram informed me that as there was no person to conduct my case, that he had put a stop to the proceedings until I had procured a suitable person for that purpose; on this I appointed my present kamdar, and have managed all the business in this case through him. As for myself and parents, we have been kept in solitary confinement, which great criminals of the Mofussil cannot be subjected to until sentence has been pronounced upon them by the gentlemen empowered to try them. The perpetrators of these acts of oppression, without representing the matter to the authorities, or obtaining their sanction, committed this tyranny of their own accord. Even wealthy merchants and others, whoever they may be, without the sanction of the authorities, would not be permitted to commit such acts, but my enemies and others are behaving in this manner towards me, as I have above related. This being the case, how is it that no settlement has yet been made? The justness of my complaint is known to every one, and an arrangement is generally speedily entered into regarding those who commit acts such as these, and even of a much more trifling nature. I have now been subjected to these oppressive acts for the past two years, and how is it that, in accordance with my repeated solicitations, an investigation has not been instituted, and justice awarded me? Therefore it is incumbent upon you, after mature consideration, to issue a proper decision, by which I may be freed from all my troubles, and put in possession of my just rights, and by which, in future, servants may be deterred from committing such enormities against their masters. Protector of the poor, in less matters than these, when parties prefer complaints, they speedily meet redress; whereas my case does not meet with attention; you should therefore be pleased to reflect on your reasons for so doing.

6. In addition to the oppressive treatment above detailed, my infant son, Motee Lalbhaee, who was about 18 months old, together with his nurse, were placed in confinement; they were carried off at midnight with many precautions, and great harshness was used towards them. After this, my mother, on my part, proceeded to Bombay, and preferred her complaint; therefore these people, in the hopes of inducing her to come back without obtaining redress, concocted a plot, and caused the false rumour to be spread abroad that the child had died; this plot was set on foot by five or seven blackguards. In the meantime, they caused the child to be removed from the village of Abhlegora, and concealed him in another place. Upon Colonel Outram's being satisfied on this point, he told Baba Nafra and others that he must first produce the child, after which an investigation would be instituted, as the case might demand. Very strict injunctions were issued on this point, and Baba Nafra, being fully conscious of the plot, under the pretence of sending his wife on a pilgrimage, and for the purpose of conveying the infant away, and also with the intention of making away with the wealth, &c. of the firm, sent her and everything off. Upon acquainting Colonel Outram with these particulars, he was firmly convinced of the truth of my statement, as well as of the circumstances of the oppressive treatment I had been subjected to; but, owing to my bad luck, nothing has yet been brought to a termination. This appears to be very extraordinary.

7. Maha Luxamee is a person of weak understanding, and her son and others of tender age,

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age, while I am entangled in misfortunes as above detailed. From these circumstances, Baba Nafra, with the intention of wasting the well-known wealth of my ancestor, Hurry Bhugtee, and for the purpose of putting all his nefarious schemes into execution, has discharged all the old servants, and is now managing the affairs of the firm according to his heart's desire, and squandering the wealth. To remedy these evils, I had formerly petitioned both the Resident and the Sirkar to appoint two kamdars in whom we could place confidence, one on the part of Mah Luxumee, and the other of myself, to manage, in an honest and trustworthy manner, the affairs of the firm, as they were conducted during the lifetime of the late Shettjee; and also, that until the case was adjudicated, the Resident should supervise the said management, in order that it might be carried on in a correct manner, and with that dignity which has hitherto been observed, and in accordance with the respectability of the family of Hurry Bhugty; and, further, in order to prevent any defalcation in the collection of the outstanding monies of the firm, I also wrote and requested that immediate measures should be adopted to ensure a proper and just management in every possible way; and I now again solicit that, according to the above, arrangements be entered into, in order that we, the just heiresses, and others may not suffer loss. From acting thus, be assured that you will confer great benefits upon us (the heiresses), and at the same time the trouble at present imposed on the Government will be removed.

8. According to the above, if you will, immediately on understanding the bearings of the case, cause arrangements to be made agreeably to the tenor of what I have already written and may further write, no trouble will devolve upon you, or any parties to whom the management of the case may be entrusted; and further, the business will be concluded with despatch, and in a satisfactory manner, and you will at the same time be convinced with whom the blame lies. I therefore feel confident that you will give the above particulars due consideration, instead of looking upon my writing as imposing needless trouble, and thereupon getting angry; that you will take my case into consideration, and make a settlement without allowing the matter to become public; after which, in whatever way you may deem fit, justice can be awarded, either through you or others.

Chuiter Vudh 12 (Friday, 20 April 1850), Sumvut 1905.

(signed) The mark of *Joitabaee Settanee.*
Written by Bhanabhoy.

P. S.—The Guicowar Jassoods and sepoys, and also Baba Nafra's sepoys, who had been placed as guards over me, have been removed, and I am now free, but only from confinement, which, however, at the present time, I consider a great favour conferred upon me. It is now necessary to grant me a Government pattawalla, to guard against any obstacle being offered to me or any of my people going to or from the house of my late husband, or attending the worship of the gods, or performing any other household matters. I have much more to write to you, but it would lengthen this petition very considerably; therefore I write in a few words. Should it meet with your honourable pleasure, I trust that the arrangement above proposed will be carried out; otherwise I request that you will have the kindness to transmit along with this petition all the papers up to the present date which have passed on this subject to the Governor in Council, and cause copies thereof to be granted to me, and also give me permission to submit my case in detail, and that you will be pleased to receive the same from me, and forward it on to Council, in order that on the subject of my complaint being laid before them, I may obtain ample redress.

Date as above.

(signed) *Joitabaee Settannee.*
Written by Bhanabhaee.

Translation of Endorsement on the above.

The order in this matter is this. On the 11th April 1849 your petition, written in unbecoming, language was received, and returned to you with an endorsement written thereon. The present petition has been received, and a small portion of its contents perused; but as it also contains improper remarks, it is likewise returned to you without being read to the end; therefore, if you are desirous of sending in your petition, you must cause it to be written in a proper manner, and then forward it.

Dated Baroda Residency, 21 April 1849.

P. S.—What is the use of your sending in such petitions as these? The Bombay Government has been written to regarding your case, and upon their decision being received, you will be informed thereof.

(signed) *P. J. French,* Acting Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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(D.) 3.

First Charge.—Fourth Instance.

Translation of Original Petition from *Joitabaee Settanee,* Widow of Bechurbhoy Samuldass, and Heiress to the Wealth and Property of Hurre Bhugtee, to the Right Honourable Viscount *Falkland,* Governor and President in Council, Bombay.

Para. 1. Your memorialist humbly showeth, that on the 21st December 1848, she drew up a petition in the native language, and forwarded a translation of it in English to your Lordship, who returned it with an endorsement dated 25th January 1849, on the receipt of which, in accordance with the order therein contained, it was forwarded by your petitioner to the Acting Resident, Captain French, along with a yad; but the Resident's answer does not clearly state that the petition had been forwarded. If it has been forwarded, your Lordship must now be acquainted with the contents thereof; if it has not, the Resident should be directed to forward it, for in that case the contents of it, and what has since occurred up to the present time, cannot be clearly and thoroughly understood by your Lordship; therefore your petitioner is for several reasons unable to write full particulars. All these reasons have been already stated in your memorialist's yads of the 20th April and 7th May, copies of which are enclosed with this petition: therefore to detail them again would be objectionable. Your petitioner, therefore, most humbly begs that your Lordship will not take into your consideration the written statement she sent in regarding the improper treatment used towards her, but merely give your attention to the numerous and excessive oppressions she has endured; and, should it meet with your Lordship's approval to act in accordance with the suggestions contained in the above-mentioned yads (20th April and 7th May), that an order be transmitted to the Resident and your petitioner for an immediate investigation of the case.

2. If, as requested in the above yads, your petitioner shall be granted copies of all the papers and correspondence relating to her case, she will write and afford your Lordship such information that no trouble will be experienced at the time of the investigation; unless this is done, your petitioner will be unable to know whether the Resident has written in a onesided manner, or in what other way he may have portrayed the case; and she requests, therefore, that your Lordship will write, and direct the Resident to give to her copies of all the papers, &c., connected with her complaint, and that no objections be offered thereto, and acquaint your petitioner with the same, when she will therefrom draw up the statement above alluded to.

3. After the above has been acceded to, your petitioner requests your Lordship in Council will consider the necessity of investigating, at one and the same time, the Resident's report to Government on this case, and her statement of it, and of giving a proper decision thereon; and for that reason she begs, that until the final decision has been pronounced, that no answer be sent to the Acting Resident to his indirect communication.

4. Your petitioner therefore begs that your Lordship will dispose of the case according to either of the two methods above suggested, whichever your Lordship may approve of, and by which your petitioner will most speedily obtain redress. The Honourable Company, like adopted parents, are all-powerful.

5. On the 2d August 1847, your petitioner wrote to your Lordship, begging that arrangements might be made for the prevention of the utter dispersion of the wealth of her ancestor, Hurry Bhugtee. Afterwards several petitions were sent to the Resident, the last of which was forwarded on the 20th April, in which in many different ways an arrangement was earnestly desired, but without result; therefore, it is necessary that immediate steps be taken in the matter.

6. In short, if the arrangements above written are made, and the investigation commenced, an inquiry will be made forthwith regarding what has already been squandered away of your petitioner's wealth, and means taken to prevent any recurrence of it, and all the property conveyed over to her. This, through the backbiting of enemies, has not and will not take place. Therefore, your petitioner begs that arrangements be speedily made in the case, as also regarding granting her a sum of money adequate to her expenditure, about which she formerly wrote.

7. This law-suit has entailed on your petitioner many losses, and from the difficulties arising therefrom, she has become involved in debts, for the payment of which she is now pressed by duns; to free her from which, and at the same time enable her to live in a respectable style after the manner of her ancestor, Hurry Bhugtee, she has before petitioned your Lordship. A speedy settlement of this and other matters is highly desirable. Notwithstanding the strong protection of the Honourable Company, I have, from time to time, sent in memorials to obtain my lawful rights; yet two years have elapsed, and affairs are just as they were at first; and, from the circumstance of no settlement being made according to my request, I have experienced many losses, to put a stop to which, I have frequently memorialised. Your Lordship has the power to grant redress, and thereby enable your petitioner to obtain her utmost desire.

In conclusion, the prayer of your petitioner is this, that as your Lordship can alone afford her redress, that you will give the above particulars your best consideration, the statement of which she hopes will not meet with your displeasure.

7 May 1849.

Postscript.—

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Postscript.—In the yad which your petitioner forwarded to the Acting Resident, on the 20th April 1849, she distinctly wrote, that if he was unable to effect the settlement therein suggested, that he would forward her yad and the papers therein mentioned to your Lordship in Council, in order that the report he had sent into Government, and her memorial, might be submitted together at one Council; and he was therefore begged to despatch it before receiving an answer to his report. The Acting Resident not having acceded to your petitioner's request, she herewith forwards copies of that yad, and of one bearing date 7th May 1849, for your Lordship's information. Your petitioner requests that, after due consideration of the above, your Lordship will abstain from replying to the Acting Resident's report on this case, and first send an order for copies of all the papers, &c., connected with her complaint to be made over to her, acquainting her of the same, which will enable her to draw up her statement, which should be compared with the Acting Resident's report, and a just decision afterwards pronounced on the case.

(signed) *Bhanabhaee Kandass,*
On the part of Settanee Joitabaee.

Endorsement on the above.

A translation of this petition was forwarded to Bombay, along with a report, No. 199, dated 21st July 1849.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(D.) 4.

First Charge.—Fourth Instance.

TRANSLATION of original Yad from *Joitabaee Settanee,* Widow of Bechurbhaee Samuldass, and Heiress to the Wealth, &c., of Hurry Bhugtee, to the Resident, Baroda; dated 7 May 1849.

BABA NAFRA and his colleagues, relying upon the support of certain influential and wealthy individuals, have subjected myself and people to treatment, the perpetration of which ought never to have entered into their minds, and they still continue it, the particulars of which I have briefly, from time to time, brought to the notice both of the Bombay Government and the Resident, Colonel James Outram. I find myself involved in much difficulty, as to whether I should obey the Resident's order in this matter or not, and for fear lest I should expose myself to his censure by any of my actions, I, up to the time of his (Colonel Outram's) departure for Bombay, used to keep him regularly informed of every particular of my case by yads. Since then, up to the present time, or rather to the 25th April, I have sent in a number of yads to the officer in charge, and acting for the Resident, by whom my case had been taken up, and by the Resident's orders to the Maharaj Sircar. In these, I have requested that the investigation of my complaints, the particulars of which I had already communicated in my petitions on former occasions, should be entered into in the presence of my karbaree; and at the same time stated that I was subjected to every species of pain and endless difficulties, to relieve me from which I desired an open and rigid inquiry into my case; but my solicitations have not only not been listened to, but my petition even was not wholly perused or its contents taken into consideration, and consequently an investigation into the merits of the case in the presence of my karbaree not gone into; on the contrary, my yads dated 11th and 21st April were returned with endorsements (sherras) thereon, regarding which I beg to leave to submit the following paragraphic explanation:—

Para. 1. On my petition of the 11th April there appears an endorsement (sherra) to the following purport, and of the same date:—" This petition has only been read as far as the 3d para." Now, why this petition has not been perused to the end appears to me most extraordinary.

Para. 2. The said endorsement further states, that the petition in question contains very low and improper language, and other remarks of a similar nature are submitted. For this reason I find myself in a hopeless state, and am involved in much anxiety, because for the last two years I myself and my people have been treated with great rigour and oppression, ruined in every possible manner, tyrannised over, and our feelings outraged; yet we have not succeeded in obtaining redress. Under such circumstances, with a view to being relieved from the difficulties in which we are plunged, and for the purpose of obtaining redress for the many wrongs we have been subjected to, I have thought it necessary to write from time to time, and represent our distressing circumstances, our many difficulties, our hopeless condition, and to request a speedy settlement to enable me to counteract the strenuous endeavours of my enemies to ruin and destroy me; but my petition that my right to the property be decided on is, unfortunately for me, cast on one side, and the language thereof denounced, as before mentioned, low and unbecoming. With reference to this, I beg to observe, that if the whole of the particulars of my case, as they have occurred, are not brought to the notice of the Resident in my petitions, how can I hope for a successful issue to it? Cherisher of the poor! the Almighty has created judges to protect such poor creatures as are similarly situated with myself from the present as well as future cruelty of their oppressors, to whom

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whom a suitable punishment having been awarded, they may escape from their tyranny, and obtain thereby the desire of their hearts. If before such judges people similarly situated with myself be not permitted to submit the detailed particulars of their grievances, how can they hope for redress? Consequently, I have from time to time been in the habit of keeping the Resident informed of every particular of my case, and requesting him to give it his earnest attention, and, after having taken into consideration what is best calculated to meet the ends of justice, adjudicate the case accordingly. The language of my petitions should not merely be considered, as has been done on the endorsement above alluded to, but the Resident's attention should also be directed to the merits of my case, with the view of relieving me and my people from persecution; and having justice only as his aim, he should commence at once the investigation of my case. As a tender parent in the rearing of his child, let his virtues be ever so great, his vices without number, or his disrespectful behaviour notorious, ever looks upon it with the eye of affection and regard; and as an impartial judge, who follows the dictates of justice, protects the interests of the subjects, and is ever alive to the oppressions they may be groaning under, in a like manner would I wish the Resident to commence an investigation into the subject of my complaint.

3. Regarding the tyranny and oppression I and my people have been subjected to, which from time to time I have made known to the Sahib, the truth or otherwise of such representations, as also the reasonableness or otherwise of the remarks the Resident has been pleased to make regarding the nature of the language used in my petitions, will appear upon the investigation of my case. It will at the same time be apparent beyond a doubt whether the language used in such petitions, or the nature and extent of my sufferings, claim greater consideration at the hands of the Resident, and the reasons which existed for my using the language I did will clearly be seen. Protector of the poor! how I write, and how my motives and meaning are misrepresented by intermediate parties, there is no knowing, but I beg that the Resident will expel from his mind any prejudice that may have been instilled therein to my detriment.

4. Further, the Resident writes, that when a properly written petition is presented, it will meet with attention. With reference to this, I beg to submit, that any person who writes a petition does so according to what his fancy may deem right and proper; whereas we poor people, groaning under oppression, only detail a part of our grievances. Such being the case, I have not written more than I ought to have done; but should it appear to you that I have, this circumstance should not be taken into consideration by the person who investigates the case. Not only should the reasons for my writing be taken mainly into consideration, but also an extended view of it, while the intensity of my sufferings should be borne in mind as well. Therefore my impartial master (Resident) should overlook the nature of my language and writing, consider only my many wrongs, and, as above solicited, direct the investigation of my case to be commenced. It is right that the Resident should do this, and I therefore entreat it as a favour; and I further beg, that he will inform me in which way he wishes me to make out my petitions in this matter, when his instructions, should they appear expedient, will be acted up to.

5. On my petition of the 20th April, an endorsement was made on the 21st April, similar to that above noticed, to which my reply being the same as that contained in the preceding paragraph, it is unnecessary here to report.

6. On the 21st April an endorsement was made upon my yad of the 20th of the same month, to the effect that "What result will arise from your sending such a petition?" My reply to this is this: "Why should I be asked as to the benefit likely to result from submitting such a petition? a deal of benefit is expected." But if the Sahib send for my karbaree to his presence, and will ask him, he will make everything known; therefore the necessary arrangement should be entered into, and an impartial investigation at once commenced; the benefit that I expect to reap therefrom will at once become apparent; and the advantage which will accrue to Government from due administration of justice will also be so clear that there will be no occasion for inquiries about the matter. The Resident further writes, that upon the receipt of the decision of the Bombay Government, to whom my case had been referred, the same will be communicated to me. With reference to this I beg to state, that the Sahib had formerly sent me a similar order, upon which I wrote and replied to him in a yad, dated 20th April, which if he had either read, or taken the contents of it into his consideration, he would never have sent me such an answer. If, as suggested in the above yad, the investigation had been entered upon in the presence of my karbaree, he would not have written as he did. If my yad, and the papers, &c. mentioned therein, had been transmitted to the Council, and the copies of the whole of the proceedings in this case (attested or otherwise) had been furnished to me, I should have therefrom caused a petition to be drawn up to the Members in Council, in which I should have, for their satisfaction, noticed such facts as I deemed necessary for their guidance and information, and which petition I should have submitted to you for approval and transmission to the Bombay Government, when nothing would have been wanting to satisfy the above-named gentleman as well as yourself of the truth of my cause. But it has not been my fate to see the investigation of this matter set agoing in a fair way, and the emerging from my present difficulties appears very distant. Nobody, therefore, troubles himself about my affairs. Having, therefore, no other resource, I am compelled again to trouble the Resident, which I beg he will not consider as such, but listen to the humble prayer of his petitioner, that arrangements for an immediate investigation into my case be forthwith made.

7. The manner in which this case should have been investigated, I have from the beginning from time to time brought to the notice of the Resident, and again did so in my yad of

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of the 20th April; according to which it is highly desirable that the investigation should be at once commenced by you, or in any other manner as has already been recommended, and as may appear to you right and proper. By procrastination, much loss has already been sustained by me, and my ultimate entire ruin will be the inevitable result; therefore the surest mode to a speedy investigation must be chosen.

In the above-mentioned seven paragraphs, I have endeavoured, to the best of my abilities, to furnish explanation to the endorsements the Resident was pleased to make upon my two yads, of the 11th and 20th April respectively, on the 11th and 21st of the same month; and in the following additional paras. I beg to submit further explanation which suggests itself to my judgment.

1. I am at present involved in all manner of pecuniary difficulties, and my wealth is being squandered away in various ways, and this I have from time to time brought to the notice of the Governor in Council, Colonel James Outram, and yourself. If, accordingly, after due consideration, proper arrangements are entered into regarding this matter, the wealth and character of my ancestors Hurry Bhugty will remain intact; but should these measures not be adopted, God knows how it will all end. I therefore beg the Resident will kindly take such steps as he may deem necessary in the matter.

2. With respect to myself and karbaree, it is impossible to know what misrepresentations may have been and are still being made to the Sahib, to prejudice him against us, by certain parties inimical to us; but the respectability of myself and karbaree cannot become known unless we are admitted to intercourse, and to participate in the transaction of any business that may be going on, when you will at once be made acquainted with our behaviour and character. Therefore, if such an opportunity be allowed, the Resident Sahib will at once discover who is deserving of his consideration.

3. The Resident having written to Bombay regarding my case, I beg to solicit that a copy of my yad, dated 20th April, and which was returned to me with an endorsement thereon, be also forwarded. I have enclosed a copy of this yad with my petition to the Bombay Government, which packet I now transmit through you. My reason for so doing is, that on the 20th December 1848, I submitted a petition to the Bombay Government, whereupon I received an order that any petitions I might wish to send to them should be forwarded through the Resident. The former packet I transmitted through you must, I presume, have been forwarded, and I trust that a similar indulgence will be granted with respect to this one.

4. On the 25th April, I had petitioned the Sahib to grant me copies of all the proceedings in my case, to enable me to send replies to his orders; but no answer to the above yad, or the copies of the papers applied for, have up to the present time been received. Therefore it is requested that the Resident will institute immediate inquiries, and direct the copies of the required papers to be granted without delay, in order that, in accordance with them, I might draw up my petition to the Council, and therefrom obtain redress for my wrongs, which is at present being deferred for want of them. It is also desirable that the representation you have forwarded to the Bombay Government, and my petition, &c., be laid before them at one and the same time, to enable the said Government to come to an equitable decision in the matter from a knowledge of both versions, and without any interruptions in the case, as have hitherto occurred. The Resident is requested to take the above particulars into consideration, and give the necessary orders therein alluded to.

(signed) *Sethanee Joitabaee.*
Written by Bhanabhaee Kussondass.

Endorsement on the above.

In reply to the above, a letter, No. 419, was sent.

Baroda Residency,
11 May 1849.
(signed) *M. B.*

(True translation.)

(signed) W. Jameson, Assistant Commissioner.

(E.)

First Charge, Fourth Instance.
(signed) *W. E. F.*

PETITION of *Joitabhaee Settanee* to Lord *Falkland*, dated 21st December 1848.

PETITION from *Joitabhaee Setanee*, Widow of the late Bacherbhaee Samuldass, of the Firm of Hurri Bhugtee, of Baroda, to the Right Honourable Lord *Falkland*, Governor and President in Council, Bombay,

Most humbly showeth,

THAT your humble petitioner's goomasta, Baba Nafdia, &c., with the intention of depriving your petitioner's wealth in order to enjoy it, made great imposition on her, on your petitioner's parents, and on her son Motilall. That at midnight he took away your petitioner's son

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son Motilall by force, and imprisoned your petitioner's mother and others. Your petitioner's mother, however, fortunately made her escape and went before the Durbar for complaint, and stated the above circumstances, but no one heard her; on the contrary, notice was given that intention was made to imprison your petitioner's mother. From this place she proceeded to Bombay, and presented a petition to Government on the above subject, dated 2d August 1847, and another to the Resident; and it was noticed to Maharaj regarding the imposition which Baba was making on her and on your petitioner's mother, with the sole view of depriving her of all her property. On the 1st September a petition was made on the subject to the Resident at Baroda; several other petitions were presented to the Resident by persons belonging to your petitioner in your petitioner's name. Your petitioner also sent a petition to Government on the 17th July 1847, to all of which Government was pleased to reply, under dates the 7th and 6th December 1847, and 30th March 1848, that in consequence of your petitioner possessing the British guarantee, the Resident has been directed to inquire into the matter. On a letter being sent by the Resident to Government on the 25th September 1847, your petitioner's mother received order to proceed to Baroda to appear before the Resident; accordingly she came here, and, as desired by the Resident, appointed a karbharee. On the 29th March 1848, your petitioner's mother, Ladbaee, presented a yad to the Resident; on this, that gentleman summoned before him your petitioner's father and the kamdar, and afterwards the Resident sent them to the Durbar with his chobdar, where a conference took place. On the 16th May 1848, a yad of 7 paras. was presented to the Resident, but still your petitioner has not been able to relieve herself from the imprisonment of the Durbar and Baba Nafdia. Baba Nafdia is squandering all the wealth of the firm, and no one is making any bundobust for its safety. Your petitioner is surprised to find that Government is looking at all this without interfering in it, notwithstanding your petitioner possesses the British guarantee; Baba possessing the wealth of the firm, and spending away as much as he can in bribing the karbharees of the two Governments, and this prevents your petitioner from receiving due redress. If the Resident were to see personally in what way your petitioner has been placed in confinement, he would soon cause her release. But Sirkar's mookhi karbharee is a relation to Baba Nafdia, and does not allow your petitioner to have redress. That your petitioner begs to bring the following circumstances to your Lordship's notice: the great imposition which has been practised on your poor petitioner from the day Baba Nafdia, &c., took away your petitioner's son till the present time, and trust your Lordship will be pleased to give that due attention as the case may appear to your Lordship to merit, and thus save your petitioner from the impositions of her enemies, and allow justice being done to your petitioner, which will redound to the honour of the British Government.

1st. On the death of your petitioner's lamented husband, Bacherbbaee Samuldass, your petitioner was about five months' pregnant, and at the expiration of nine months a son was born. It is customary to keep up the twelfth day (Barsa); but owing to your petitioner mourning for the loss of her husband, the ceremony was done upon a small scale. After the return of the Maharaj from Dupka, the day was kept up with great pomp, and much money was expended. The same day his Highness, accompanied with all his duruckdars, honoured the company with his presence, and presented a seerpao of ornaments and clothes to your petitioner's son, Motilal. Presents were also made to his Highness, according to usage, on the occasion. The Resident was also invited; but as he had some business to be done on that day, did not come. But all the sowkars came, and, according to custom, presented ahirs.

2d. From the birth-day of your petitioner's son Motilall, considering the respectability of your petitioner's house, people began to say that some arrangement should be made regarding the marriage of your petitioner's son. It was agreed by Baba Nafdia that Motilal should marry the daughter, named Oojum, of the goomasta of Gopalrow Myral, by name Nurotum Narundass. On the day of Barsa his Highness had visited to your petitioner's house on the occasion of the Barsa; and after the departure of his Highness, Gopalrow Myral on the part of his goomasta, and Baba Nafdia on the part of your petitioner's son, and in the presence of other company of sowkars and relations who were there at the time, and after making the necessary settlement about the marriage of Motilalbhaee, made the usual "gunputti poonja," and also chandla, and several monds, or goor, or jagree sent to all the people. That your petitioner's goomasta was presented with a seerpao by Gopalrow Myral when he went to him with the goor. The mutual presents were given and received very oftenly from the birth of Motilal in clothes, ornaments, and rupees in ready cash from nearest relations, and also alms were distributed to poor.

3d. The reason of Baba Nafdia and others making impositions on your petitioner's parents, &c., was, that while Becherbhaee was living no one ever attempted to open the large "jamdar khana." The Shett before his death intimated that no one should open the large "jamdar khana," there being plenty of money in the firm, and outstanding, to carry on business; and only in case of emergency, when the character of your petitioner's house is at stake, then it should be opened in the presence of your petitioner's father, her soke's (Maha Luxmabhaee's) father, and four old head goomastas, with consent of your petitioner and her soke. That either your petitioner or her soke should go into the jamdar khana, and whatever might be required, that much only should be taken out; and that then, as before, it should be locked up, and the keys should be kept at the usual place; that, after settling the business for which purpose the money, &c., was taken out, the same should be returned into the "jamdar khana." Such was the instruction of your petitioner's lamented husband. One day, Baba Nafdia having misrepresented matters to your petitioner's soke, Maha

Luxumebhaee,

Luxumebhaee, attempted to open the jamdar khana. On your petitioner hearing this, she called Baba Nafdia, and asked him how he came to open the jamdar khana without your petitioner's consent, as there was no necessity for doing so, and that it is not right for him to act contrary to the instructions of the late Shetjee and open the treasury without your petitioner's consent; and desired him strictly, therefore, not to break the words of Shetjee, but if he should do so, he would be guilty, and punished. From this time he commenced to make imposition and several kinds of fraud on your petitioner, and to create disturbances, and began to show enmity. Regarding these circumstances, on the 2d August 1847, your petitioner's mother presented a petition to Government, giving the whole of the affairs in detail.

4th. That your petitioner's house is situated near the palace of his Highness; that your petitioner is not a low person, but herself is Nugger Shett; that your petitioner's ancestors being a servant of the Guicowar dominion, performed great services in the time of Govindrow Guicowar, and offered assistance in every emergency by possessing the guarantee of British Government, and carrying on the business to the extent of lacs of rupees, which is indeed going on up to this time, such being the case. Baba Nafdia, &c., has made great force on your petitioner, which truly without cause, as never to have been heard before. This, of course, he could not have done without observing any profit to his Highness, because when your petitioner's mother, Ladbhaee, went to the Durbar her case was not heard. Even in a small village, the head patell, if a complaint being brought to his notice, institutes inquiries into it, and if it were out of his power, immediately reports to his superior; but his Highness, being a great sovereign, and in the vicinity of your petitioner's house, but did not institute inquiry of the complaint was brought before him by your petitioner's mother was possible for his Highness; on the contrary, his Highness took false depositions in your petitioner's case, and has got those persons to adjudicate your petitioner's case, against whom an order has been issued by the British Government against their being employed by him, and who are forbidden to interfere in any case concerning a person who possess the British guarantee. Such persons were employed there, and the Resident even does not take this thing into consideration; nor does he relieve your petitioner from the difficulty she is labouring under. All this contrary to justice your petitioner trusts your Lordship in Council will take into his serious and mature consideration.

5th. It is universally known that the protection of the guaranteed persons what manner have been protected by the Resident from the ancient time, and in what way protecting now; was then the authority of the Honourable Company more influenced and brighter than at present? no, through God's mercy, it is more increased. Notwithstanding this, your petitioner's worthless servant, Baba Nafdia, making various kinds of impositions on your petitioner by influence of his helpers, but no institution has yet been made; what may be the reason of this, it is possible for your Lordship to investigate and bear into mind. At many instances in which the British Government formerly afforded protection to the guaranteed persons, your petitioner begs to submit one of the cases for your Lordship's consideration. That Vaneeram Auditram sent 150 Arabs with Bhaskerrow's natural father, by name Rugoonath Myhiput, to Bhaskerrow's house, and imprisoned his mother Sucabaee, and also attempted to take Bhaskerrow away by showing inducement on the first of the Maharaj. On this Sucabaee kept Bhaskerrow family with her, and sent a person to the late Resident, Mr. Williams, and informed him the whole affair; and as the business between karbharees of two Governments were carried on in the same way as it is now done, at which time Baba Nafdia was concerned in bringing both Brijlal Kesundass, the native agent, and Vaneeram, the Guicowar's karbharee, notwithstanding the great intimacy which existed between them, the Resident sent a carcoon and puttawallas and removed the Arabs from the house and released her from confinement. The Resident got two of the Arabs from his Highness and imprisoned them in camp, and the proceedings of this case was only stopped on the death of Rugoonath Myhiputrow, when the two Arabs were set at liberty. In this manner the British Government has been afforded its protection from time to time to the persons possessing its guarantee. But for your petitioner's case no protection has been done, thus tending to lessen the fame of the Honourable Company for justice, as plainly appears, which should be taken into their serious consideration. The Sirkar ought to consider that if a lower person, such as a sepoy or jemedar, &c. possess guarantee of any person, by having no objections, he fulfils his agreement, and indeed your Lordship is a great sovereign, and your petitioner possesses guarantee of your honour; however, it is quite impossible that she suffers numerous disrespect by all means, it is of course ought to consider by your Lordship and to prevent the. Your petitioner is suffering from the calumny of her enemies, and it was not without some purpose that your petitioner's ancestors secured the British guarantee.

6th. On the 30th August copies of yads addressed to Nafdia and Mahaluxumeebaee were sent to your petitioner, from which your petitioner has come to learn that Nafdia has done everything that was improper; yet the Resident has not taken his conduct into his consideration; on the contrary, he shows his displeasure against your petitioner, and desired that Ladbaee should go to the Durbar and give her evidence. On this your petitioner's kamdar informed that business is not carried on there according to justice; that Nafdia has given large bribes to the Guicowar Sircar and the karbharee, from your petitioner's wealth; that the principal karbharee of the Durbar, by name Gunnesh Punt, is closely related to Nafdia; that Nursopunt, the karbharee of the Resident, being also related to

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them, a partial investigation being made. If the Resident will send for the case and institute inquiries himself, your petitioner's mother is ready to give her evidence, but the Resident could not done this; meanwhile, your petitioner's mother took suddenly very ill; the Resident was informed of it on the 6th of August 1848, at 12 o'clock, and that gentleman immediately sent a peon to the doctor, who came there, but your petitioner was not allowed to see her mother; therefore your petitioner's carcoon went to the Resident and said that your petitioner was desirous of seeing her mother and to release her from confinement, when that gentleman ordered the chobdar to go to Hurry Bhugtee and see that no one can prevent your petitioner from seeing her mother. The chobdar accordingly went there, and afterwards told Nursoopunt of this, who answered that he is doing his best to send your petitioner to her mother. On this your petitioner's kamdar came to your petitioner's house, but the sepoys would not admit him; he was therefore obliged to remain for some time in the street; and it was at five o'clock the same evening your petitioner was released from confinement, but not without much difficulty. How much, and to whose door shall your petitioner lay all this imposition? Your petitioner, as it were, has been brought to the slaughter, and it rests only with your Lordship to rescue her life from danger.

7th. Baba Nafdia was the means of your petitioner's husband's death, and this Becherbhaee was told beforehand; but Nafdia was strongly supported by the karbharees of Durbar and Residency; consequently your petitioner became helpless, and quietly submitted to be persecuted by him. That Nafdia, during your petitioner's husband's illness administered some poisonons drug in his drink, which caused his death; in this way he is tyrannising over your petitioner.

8th. If all the imposition which Nafdia has made upon your petitioner was done by some person in authority belonging to the British Government, Government would not have waited a minute, but would have inflicted a severe punishment on him. But under the Guicowar Government justice is meeted out by bribing, and if done entirely out of lawful justice; consequently, no person can receive redress by fair means. If the Resident will allow such things to go on without trial your petitioner may give up all the hopes of receiving redress.

9th. It is the custom of the British rule, that if a person being dead and kept great deal of wealth, and sons of young age and widows, the karbharees, however, might have not acting in proper way and making loss into each of their wealth, and if it were bring to the notice of Government, the Sirkar is authorised to appoint some persons before the decision of the case to go on the affairs of the shop neatly till the case may decide; however, it was already noticed to both, to Government and to Resident, by her mother. It is always the case and custom for any one; but it does not appear into your petitioner's case, so as to save and secure your petitioner's wealth and respect, though your Honourable Board is authorised for. Because your petitioners possess the British guarantee, and to make this the more strong (Kurar Mudar), certain agreement was made formerly with the Guicowar Government, and this is even now done, in which a clause about the guarantee is repeatedly inserted, to the effect, that it is incumbent on the British Government to afford its protection, and if any molestation is offered, that Government will interfere in the matter. Now those persons who have been expelled from the Durbar of both Governments are not allowed to have anything to do with the guaranteed persons, one of whom is Nafdia, who has made false accusations against your petitioner, and the Government takes no notice of his conduct, and the karbharee of the Residency is a relation of said Nafdia, will not represent matter to the Resident; which circumstance your petitioners trust your Lordship will take into your mature consideration.

10th. That formerly a meeting used to take place in the house of Gungadhur Shastree, where Baba Nafdia and others, disreputable persons, used to congregate together. This having come to the notice of Mr. Remington, then in charge of the Residency, that gentleman forbid these persons from appearing at any cutcherry, and told the Shastree that both Sirkar's cutcheries, and those persons have been expelled out of them by order of Government; therefore, how is it that the Shastree allowed them in his house? who replied, that he would never call them again, and the Resident then made the requisite arrangement on the subject; but Nafdia has been guilty of great impositions and murder, and making several kind of impositions, and spoiling the wealth, &c., of your petitioner, which Government does not take a least into their consideration; what is the reason of this? When such kind of strong bundobust or immediate order kept aside, the firmness of agreement, and by the misrepresentation and influence of worthless Baba Nafdia, the karbharees could not bring particularly the subject to the notice of Sirkar. It is plainly observe from the saying or talking of your petitioner's enemy; but no one up to this time can ask him, nor release your petitioner from their confinement, according to the aforesaid of the above yadee. It is about two years your petitioners are ruining, which, of course, ought to be considered, because your petitioners are unable to express it unless the firm agreement should be adopted according to the aforesaid solicited in your petitioner's application.

11th. The great imposition which Nafdia has made on your petitioner equal that to a case of murder, but the Guicowar made no inquiries; your petitioner was, therefore, obliged to appeal to the British Government, and had the Guicowar Government instituted proper inquiries at that time, your petitioner would not have the least troubled to your Honourable Board.

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Board. The Resident having been informed by your petitioners very often, but without taking a least notice of it, ordered her mother should give her evidence before his Highness, which order was obeyed by humbly manner, by hope of protecting herself. Many days have been elapsed, but the case has yet not been referred to the Resident. Guard has been placed over your petitioner by Nafdia, as also jasoods, &c., from his Highness, from which confinement the British Government does not release her, though your petitioners being guaranteed persons. The case is a different one; inquiry, &c., of Motilallbhaee should, of course, be done, should it will be without expense. Pray, Sir, your petitioners can truly say, that they are suffering wants of victuals, clothes, &c., and have no means to pay servants' wages or for suwaree according to their respect. In consequence of your petitioner's mother's illness, your petitioner was permitted, with much trouble, to see her mother; but since then your petitioner was put to great inconvenience for want of clothes; Nafdia was not allowing your petitioner's people to enter in the house for providing clothes, and your petitioner cannot suffer longer such kind of confinement: your petitioner is, therefore, very anxious to reside with her mother for the above purpose. Having been connected to a respectable house, and it is necessary that she should expense according to her dignity, your petitioners have no power to obtain even a slightest thing for her own use. Your petitioners suffered a dangerous confinement when they have been confined at palace, which is indeed same as murder, which was seen by Nursoopunt, the karbharee of the Resident. The Resident should have immediately fettered and confined to your petitioner's enemy, Baba Nafdia, if it would have truly explained to the Resident the above officer by Nursoopunt; certainly immediate inquiry should have commenced. Nursoopunt, Baba Nafdia, and Gunnesspunt, the kamdar of his Highness, are related to each other. The former would have not mentioning anything to Resident which may inquire to Nafdia, which your petitioner previously informed to Sirkar, from beginning, that your petitioner's enemy shall inquire them if the notice being given to Durbar, which plainly comes to the knowledge of your petitioner; therefore your Honourable Board should consider, that, "When Jumnabaee Setanee, the daughter-in-law of Khooshalchund Ambaidass, came to Baroda, and preferred a complaint regarding her heirship, and the Guicowar not having investigated into the affairs in a proper manner, therefore she presented a petition to Bombay Government; upon which the Resident was ordered to investigate the case at the Residency. Then, without consulting the wish of his Highness, the inquiry was instituted, and allowance was granted to the Baee from the shop before the order of the Resident, and it was going on after the order of the above officer, although the said Baee had the ample fortune and influence of the country of Muthoora;" but as your petitioners have been persecuted and imposed as above detailed, the British Government has not instituted a least inquiry into their case, which your petitioner is obliging to suffer all sorts of scarcity, and their sufferings has not been least abated. It is, therefore, incumbent on your Honourable Board to take the above matter into their mature consideration.

12th. Leaving your petitioner's case aside, the Guicowar Government has proceeded with wrong inquiries; those persons through whom this business is being carried on are witnesses in this case, and these are ordered to his Highness by the British Government at the time of restoring the Peitlad Mahal to the Guicowar, and also the case of, Dhakjee, &c. that, not to employ those persons in the Durbar in such cases. Yet these very persons are employed in your petitioner's case; consequently they do what they like, such as fraud. If the British will take this matter into its mere consideration, your petitioner will then receive redress. Now, kindly consider that the persons who do not obey the command of the British Government, then how can they obey to your poor petitioner; see then how can your petitioner will reach to her complaint.

13th. When the British Government will take up the case, Nafdia, in order to save himself, will throw all the blame on Mahaluxumibhaee. From what your petitioner's mother has plainly stated in her petitions, in the month of August 1847, your petitioner knew, upon the receipts of the copies of yads filed in the records of the Residency on the 30th August, and signed by the Resident, that according to the subject of your petitioner's application upon this, Nafdia save his own person in the same yads from this case, regarding the copy of a yad received from the Residency, and from the enclosure to yad No. 634, from his Highness, being copy of one written by Nafdia in Mahaluxumebaee's name. It is very easy to reject the things which are written falsely, such as conspiracy. The enemy receives the news from the above-mentioned persons, therefore your petitioner has no need of writing it plainly at present. Nafdia has stated in his yad that this is a family affair; so he shows his greatness; therefore, whatever impositions or murder be committed, no one is to question him on the subject; such is the reason; but your petitioner has not heard whether pardon has been granted to Nafdia; however, such persons as Dewan and other respectable persons, who may commit murder, are not forgiven. Now, consider that your petitioner holds the British guarantee, and Nafdia is a goomasta, the crime same as murder, which are not be forbidden to your petitioner, which Baba does, and no one may ask him; upon which the British Government would not ask him too; besides, he is an unworthy person, of which the Sirkar is aware, but he has not received any punishment. The Sirkar should consider whether it is impossible or not why the Bhaskerrow Wittul Khasgswilla holds the guarantee, and who was charged with the murder of the Wagree. An inquiry having been instituted into the case at the Residency, he was punished by a fine of 60,000 rupees, which money was paid to the Guicowar Government. Such was the punishment given to him. But your petitioner's son Motilalbhaee was forcibly carried off

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by Nafdia, and confined him in the village, &c., and hide him, who up to this time could not appear, and therefore expect that the bundobust, which was solicited in the petition dated 2d August, should be executed. He writes in yad plainly, that the son dead, and gives false guidance, but still no curious investigation been took place, nor Nafdia was apprehended and placed in confinement, according to your petitioner's writing. Is this not most surprising thing?

14th. The British Government are most particular in upholding their pledge, so that it would not be blamed in any way. Your petitioner begs to write the following few examples, viz., which are adopted and worthy for notice, viz.:

1. The late Sir John Malcolm, the Governor of Bombay, gave his guarantee to Wittulrow Dewajee, without the consent of the Guicowar Government, on which account the Court of Directors granted a nemnook to his son of 24,000 rupees per annum.

2. When the late Resident, Mr. Williams, proceeded to Ahmedabad among of the servants of the Guicowar Government, accompanied him who did not possess the British guarantee; the Guicowar however dismissed them from their services,; but the English Government having taken their case into consideration, and got the Guicowar to reinstate them in their places. Beside these, several other managements have been adopted, which will plainly appear on inquiry.

3. The sons of the Gungadher Shastree enjoy a nemnook from the Guicowar Government of 60,000 rupees annually, and when a settlement was made with the Sowcars a deduction at the rate of 12,000 rupees per annum was made through the Resident, which for seven years, amounting to 84,000 rupees, the British Government not wishing to impose this loss on the Guicowar Government, because it was happened by the Resident, and the payment to be made out of its own treasury. In this manner the British Government have upheld its pledge up to this time, and have done as this in many cases; but the trial is stopped in your petitioner's case. Since many days have elapsed, and the persons who are employed in this case are of disopinion, one of them is Nafdia, who stain the famous character of his master Hurreebhugtee, and spends away the large sum of wealth by his own wish, and imprisoned your petitioner for the circumstances of committing murder by force, and ruins your petitioner by confessing this matter. However, no one punishes him about the murder which he committed, and no one release your petitioner from the confinement of his Highness and Baba Nafdia. And no one making any agreement of the expense of your petitioner, your Lordship should take all this into consideration, and direct that justice be done to your petitioner.

15th. On the 13th May 1848, the Resident sent a yad, No. 100, and in to your petitioner's mother, stating if she could not give her evidence, that the Resident would not interfere in her case to your petitioner's father; and the kamdar, who noticed by writing and speaking on some effect, consider ought to be done, that the Guicowar Government might have not finding the part from the first of Nafdia, your petitioner would have not confined by imposition, and the said Nafdia may not carry to your petitioner's son, upon which by degree the aforesaid should be considered whatever your petitioner's kamdar relates, and to commence the affairs fairly, and leaving aside the trial. Nafdia has got together these mischievous persons, about whom several yads were sent to the Guicowar Sircar from Residency, that not to employ these men in any capacity whatever, nor are they to attend the Residency; yet by spending thousands of rupees, Nafdia has assembled such disreputable persons and made false accusation against your petitioner and instituted inquiries; and your petitioner has heard that depositions, &c., are being taken also of different persons, and to discharacter your petitioner. But for what purpose your petitioner has complained and in way the business is conducted. The Resident should inquire into this; which not being done, your petitioner represented the matter to the Resident, according to the aforesaid being explained to your petitioner by the Resident, which ought to be done without bringing it to the knowledge of the enemy, which notwithstanding the order was issued as above; indeed it is much regret to your petitioner.

16th. Agreeably to the Resident's order, your petitioner has, with much difficulty and trouble, obtained a respectable person to conduct in her case, to whom, by Guicowar and others, not to speak or write falsely; but it would be done by pretension, that British subject would not appear at Durbar in this matter at all, which upon what ground the Resident desires. The Resident has informed to your petitioner, that not to send her kamdar to the Guicowar's Durbar, but that your petitioner's father, Bhanabhaee, may go. This has been much surprised to your petitioner. Your petitioner had not found a trustworthy person, and it was obliged to go very oftenly to Durbar; therefore she immediately employed to Amooluckram until she can find a trustful person; however, several yads as above were written, and also told in person, for the dismissal of your petitioner's above kamdar. After preventing this, it was seen by the Resident that your petitioner's father is unable to go on with the affairs. The Resident ordered that a respectable person should employed to conduct in her case. This having been done, and that gentleman accepted him, and sent a yad to Durbar with him by chobdar, to whom also prevented. What is the reason of this, and why said so, your petitioner cannot tell. But upon this consideration ought to do, that upon the saying of the enemy your petitioner's above appointed person should not employ, what

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what your petitioner should employ person by consent of her enemy, and may suffer loss and destroy her wealth; of course, it is difficult to do this. The persons whom your petitioner has employed receive no allowance from Bombay Government; but those who were formerly in the service of British Government, and are dismissed by receiving bribes and in other cases, have been readily employed in Guicowar Government. Nafdia having brought false accusations against your petitioner by keeping the help of above persons; but your petitioner's kamdars are not so blamish as they are. Such kind of irregularity is allowable in Guicowar's court. In your petitioner's case a trustful man has been engaged to go on the affairs in this case, to whom also was wrote as above. Your Lordship will favour on her to take this matter into consideration, because if a clever person is not allowed to your petitioner to conduct in her case, Nafdia is sure to gain his end, and several lacs of rupees he has squandered out of your petitioner's wealth has not been misspent to effect his purpose. Certainly for this reason they objecting to your petitioner's kamdar, which is not impossible according to the law and regulation.

17th. If the Guicowar Government happens to impose upon any person, the British Government interferes in his case, and affords him redress. Your petitioner having become connected with the family of Hurry Bhugtee, and possessing the British guarantee, cannot obtain redress up to this time; and though your petitioner was allowed to see her mother, residing in Dhackjee's house, during her illness, the sepoys and jasoods of Nafdia and the Guicowar followed her as a guard, and the Sircar's jasood will not leave your petitioner for a moment, which Nursopunt knows very well. Your petitioner is a female and subject to great exposure; it is better for her to lose her life than to allow her person to be exposed; she cannot bear any longer her imprisonment; your petitioner possessing crores of rupees is deprived even of the necessary food and clothes. The British Government is a protector to your petitioner, and therefore they should think and save your petitioner from dangerous Nafdia; by thinking so that a cow should be saved from a butcher's clutches.

18th. Your petitioner has on many occasions represented the above matter to the Resident. Many of the yads were kept and many were returned, which your petitioner has now in her possession; but no bundabust has yet been done according to your petitioner's writing. Your petitioner most humbly beg to state, that after taking her case into your Lordship's consideration, that the imposition which was done against your petitioner is plainly open, and of course for that punishment should be given to Nafdia, and justice be done to her, by restoring her son, Motilalbhaee, to whom Nafdia has taken away by force, which should be restored to your petitioner; and measures should be adopted, as your petitioner has previously been solicited, regarding her wealth, which Nafdia has been squandering, and to punish those persons who have made imposition on your petitioner, and to order for your petitioner's release from confinement. If many days are allowed to adopt this, your petitioner, by misery, will lose her life, and her parent too; which should be, think truly. Your petitioner, therefore, prays that your Honourable Board should take into consideration the above circumstances, and to propose such arrangement as your petitioner may please.

And your petitioner, as in duty bound, shall ever pray.

Baroda, 21 December 1848.

No. 358 of 1849.

Political Department.

The petitioner is informed that she should submit her application to the officiating Resident at Baroda, who has been furnished with the instructions of Government in her case.

By order of the Right honourable the Governor in Council.

(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 25 January 1849.

(F.)

Translation of Original Yad to Captain *French*, Acting Resident, from *Joitabaee*, wife of Bechurbhoy Samuldass, Heiress to the Property and Wealth of Hurry Bhugty; dated Paush Sood, 5th Summunt 1905 (30 December 1848).

For about two years, I and others have been suffering oppression and many kinds of hardships. Prior to the departure of Colonel Outram for Bombay, I had preferred a complaint, and also sent in many statements of my case, &c., to make him acquainted with all the circumstances; but, according to my request, no settlement was made. After the departure of Colonel Outram for Bombay and your arrival here, I had a conference with you,

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you, when I stated some of the particulars of my case. Afterwards (when I was longing to have another interview with you), on the 24th December 1848, you sent for me, when I deputed my man of business and my father, Banabhoy, to wait upon you. You told them that, by order of Government, the Guicowar Sirkar had been written to, and directed to appoint a punch to investigate the matter, and that (razeenamas) bonds of agreement were to be taken from the parties, to the effect, that they agree to abide by the decision of the punch, for which purpose they must go to the Guicowar's court. It was my desire that the matter should be investigated according to the yads, &c., previously sent; but my father went to the Durbar on the Guicowar's officials coming to summon him, agreeably to the orders of Government. They read over to him what had been received from you, of which they refused to give him a copy when asked for; I therefore agree to abide by your orders on the subject; but I will first send a kamdar or carkoon, in order to obtain copies of the order sent to the Durbar, &c., from which I shall be enabled to ascertain the names of the individuals nominated by the opposite party to form the "punch;" whereby I shall be able to pick out those whom I wish to appear on my behalf, and whose consent it is necessary to obtain previous to nominating them as members of the punch; after getting which, I will write, and give you their names. As this is a critical time, it is essential that trustworthy persons be sought for and appointed for this business, when you will be written to. I and others have now for nearly two years been enduring all manner of hardships and oppression to such an extent that I am next to hopeless; my ruin is not of one species that can be described. I formerly represented my case; but no attention has been paid thereto, or arrangement made regarding my maintenance, &c.; from which I have got deeply involved with my creditors, and am also indebted to my carkoons, kamdars, and servants, which has thrown me into endless difficulties, such as it is impossible to describe. As the Colonel was perfectly convinced that Bhanabhoy was incapable of conducting the management of this affair before the Durbar, he had postponed the investigation, and directed a confidential kamdar to be appointed for the purpose, which was accordingly done, and intimations to that effect sent in a yad to you, dated 29th March 1848. Notwithstanding this circumstance obtained the approval of the Resident, and as such, the kamdars ought to have been summoned to be present at all transactions connected with the case, yet the Durbar has never done so, but, on the contrary, has forwarded a yad in the name of his Highness, requesting that another person be appointed. Arrangements must be made to put a stop to this, because I am in the utmost anxiety regarding the motives of their present behaviour. Therefore it is highly desirable that the inquiry be conducted as recommended in former yads, because if the punchayet is conducted under the surveillance of the British authorities, it will be at once apparent to the Resident with whom the fault is. This is a very delicate case, replete with injuries, extraordinary, and a terrible affair; notwithstanding which it has been met with delays, causing me an amount of mischief, which I am unable to disclose openly. I have made some allusion to these matters in former yads, and from the settlement not having been made, in conformity with the suggestions therein contained, the case has been protracted, and how much longer the dispute will be continued it is impossible to say. It is then again incumbent on me to represent to you that for the last two years all the people of the firm have been revelling in all manner of delights without let or hinderance; while upon me all manner of oppression such as no one ever endured before has been exercised, and nothing is given me for my expenses. This is a most extraordinary dispute. In order to support the name and dignity of my family, it is necessary that I keep up such an expenditure as will enable me to live with respectability. It will be necessary to invite the members of the punchayet, and I shall then be obliged to have regard to popular customs, and act accordingly. I am very much concerned on this matter, and am in great difficulties as to how to act. It is, therefore, requested that the Resident, after giving this matter his kind consideration, will direct 12,000 rupees to be immediately paid to me from the firm for my present expenses, and make such arrangements that I may hereafter not experience any annoyances from want of funds. If this is granted, I shall have no occasion to trouble you again on this head, and I shall not be reduced to want. Therefore, if arrangements are made for the prompt payment of the above sum, my most pressing debts will be paid off, and no stain will fall upon the character of the house of Hurree Bhugtee.

(signed) *Bhanabhoy Kandass,*
for Joitabaee Settanee.

Endorsement on the above.

In reply to the above an order, No. 644, was sent.

(True translation.)

Baroda Residency,
30 December 1848.

(signed) J. T. Jameson, Assistant Commissioner.

Translation of Copy of a Letter from Captain *French* to *Joitabaee*, dated 30 December 1848.

I **received** a letter from you, dated 30th December 1848, requesting that 12,000 rupees might be given to you, for your expenses from the firm. I cannot give an order to that effect; my advice to you is, that, according to the directions of Government, which the Maharaja has informed you of, that you submit the decision of your case to a punchayet. If you do not agree to this, I will, as I told your father in my presence, write and acquaint the Government of the same; and if you behave improperly in the matter, the Bombay Government will consider about withdrawing the guarantee from you; I write to acquaint you of this.

(signed) *P. French*,
Acting Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(G.)

No. 199 of 1849.—Political Department.

No. 6706.

From Captain *P. T. French*, Acting Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

In reply to your letter of the 18th ultimo, No. 2640, I have now the honour to enclose translation of the substance of Joitabaee's petition; and, from the memorandum appended, it will be seen that the enclosures are mere repetitions, in all respects, of former complaints.

2. The Baee, you will observe, always speaks as if she was the owner of the Hurry Bhugtee's firm, whereas there is an elder widow of the late Bechur Bhaee Samuldass, besides a son and heir. For Joitabaee a distinct provision was made in the will of the deceased banker.

3. With reference to the concluding para. of Mr. Acting Secretary Courtney's letter of the 21st May, No. 2163, the part borne by the mooneen, Baba Nafra, is perfectly well known to every inhabitant of this city; but his services as active manager are indispensable to the existence of the firm, and the advice to the elder widow to dismiss him would be thrown away, for she, like Joitabaee, all concur in saying, is more than wanting in sense.

4. If Government will persist in not further interfering in this matter, and tell Joitabaee that the decision come to in Mr. Courtney's letter is final, it is more than probable that a reconciliation will come about between the parties.

5. It is asserted here by every one, that the deceased banker had not been near Joitabaee for more than a year previous to his death, as well as that the ceremony of "Uggurnee" in the seventh month of pregnancy was not performed; this rite is not secret or private, but one in which all of the caste are invited to share; in fact, that the Baee not only bore no child to her husband, but was not a mother at all, is perfectly well understood here; but had it been the reverse, then the charge (and which she prefers against Baba Nafra) is the child's abstraction; and, supposing this the case, can Government punish him, a subject of his Highness, for an offence in this Raj, though he be the servant of a guarantee; and who brings the charge? I presume all that could be done would be to request the Guicowar to see justice done; and I need not tell you that this foolish lady, or rather her mother, Larbaee, for her, declines all interference by the Durbar.

I have, &c.
(signed) *P. T. French*, Captain,
Acting Resident.

Baroda Residency,
21 July 1849.

(H.)

No. 55 of 1849.—Political Department.

From Captain *P. T. French*, Acting Resident, Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

From the accompanying translations of yads from this Durbar, it will be seen that the expectations entertained by Government, under date the 18th December last, No. 5269, have not been disappointed; Joitabhaee, second widow of Bechur Bhaee Samuldass, of the Firm of Hurry Bhugtee & Co., having declined to consent to the settlement of the dispute by arbitration.

2. I yesterday

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2. I yesterday sent for the father of Joitabhaee; he came, accompanied by the wuckeel they entertained in Bombay, and to them I explained that his Highness had written; he had several times endeavoured to induce them to settle the dispute by punchayet; but they wanted to re-open the case from the beginning, and argue it before me. The father of Joitabhaee is, perhaps you are aware, a perfect imbecile, and the lady is led in all matters by the wuckeel.

3. There is not, I believe, in the opinion of any one here, a doubt of the children having being supposititious, for it is said there were two, (one having died, another was introduced), nor that the manager of the firm, Baba Nafra, was a party to the introduction of both; but, of course, Joitabahaee and Baba Nafra allow but of one child, the former alleging that the latter carried it off, and the latter that it died subsequently to its removal on the discovery of the fraud. Had Joitabbaee, or her mother, Ladbaee, came to the Residency, instead of proceeding to Bombay to complain, there would have been little difficulty in the disposal of the case, probably at once; but instead of coming one or two miles, they went some hundreds, and now, as shown in my letter of the 15th last November, No. 282, it is enveloped in difficulties.

4. The object of Joitabhaee and her wuckeel would seem to be the management of the firm, to the exclusion of Baba Nafra, during the minority of Purshotumbhoy, son of the elder widow; Government will recollect an expression of Captain Lang's, in letter No. 553, of the 29th October 1840, para. 1, in speaking of the mother of Purtabsing, of Aglore, who had lately entertained an Ahmedabad wuckeel of notoriously bad character, even among the unprincipled class of men to which he belongs. I do not say Joitabhaee's wuckeel is obnoxious to the above charge, but few there are of his calling that do not give "bad council to gain their own end." (*Vide* Enclosure No. 18, to my former letter).

5. The late Mr. Boyd, when Resident, here forwarded to Government, on the 10th April 1841, certain articles of arrangement with the Durbar, the 25th of which sets forth that "whatever business guarantees may have should be brought to the notice of the Sirkar;" but the active agent in this case, Ladbhaee (the mother of Joitabaee), though holding no pledge, instead of at once coming to the Resident, went to Bombay and entertained a wuckeel, from which an unfavourable inference as to the justice of her case may be drawn.

6. The entire bearing of all concerned is so bad, and the case so notorious in the town, and was from the first, Sir R. Arbuthnot refusing to visit the house on the occasion of the child being named, that I am of opinion Government would be fully borne out in cancelling the guarantee, which it will be recollected is "during good behaviour." In the book of guarantees the entry will be found No. 13, and under the head of remarks, that it is "subject to their own merits." His Highness denies that the pledge is hereditary, but the above shows the British Government reserved to itself the privilege of cancelling it.

7. The legalised manager of the firm is Baba Nafra, a man Sir J. Carnac, in a kurreeta of the 8th February 1841, warned his Highness against; yet then, as now, he enjoys guarantee, though on the previous 12th November the Honourable Court of Directors, in their despatch No. 2468, in paras. 7, 8, 9, and 10, enunciate their hope of a curtailment of such "anomalies."

8. This is not the place to enter on the general subject, but the opportunity seems to me fitting for suggesting, in this one instance, a reduction in the anomalies; and be it that the Right honourable the Governor in Council is of opinion the tender age of the heir of the firm precludes our now cancelling the guarantee, I beg to say on that score there need be no fears, for the manager of the house, Baba Nafra, is on friendly terms with the Durbar, and that even were it otherwise, now, if any time for years back, it is not actually in the power of his Highness to oppose it. I need not remind you of the difficulty there is in our own towns to introduce weights and measures tending to the general improvement, nor that had the Durbar the power and were disposed to oppress Hurree Bhugtee's firm on the cancelment of the guarantee, that there would not in half an hour be an open shop in the city.

9. The Durbar would indeed be much surprised did it suppose our, at this date, so tenaciously preserving what the Court of Directors term anomalies, arose from a desire to protect them from its vengeance; and the surprise would be at its being believed his Highness had such power. When the pledges were given, it was as much to protect the guarantee from the ruler of the country as the Arab jemadars, singly or combined; that those days have gone, the jemadars are not in being, and the ruler is positively ruled by the sowkars, one of whom is the very Baba Nafra (the manager of Hurree Bhugtee's house), the subject of these paras., and against whose advice the Government of Bombay, in a letter to the late Guikwar, warned his Highness.

10. But even had the Durbar the power, and were disposed to exercise it after the removal of the guarantee, surely the Resident by treaty could interfere. The power, I again assure you, exists not, and I may with equal certainty say, neither does the inclination.

11. Therefore under all the circumstances of the case, seeing no chance of our interference in this dispute being attended with other than very baneful results to the firm of Hurree Bhugtee & Co., and bearing in mind that on various occasions it has done quite enough to forfeit

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forfeit the guarantee, I beg that in the spirit of the Honourable Court's views given in the despatch of the 12th of November 1840, No. 2468, the guarantee may be cancelled.

I have, &c.
(signed) *P. T. French,*
Acting Resident.

Baroda Residency, 22 February 1849.

TRANSLATION of a Yad from his Highness to the Acting Resident, dated 21st Rubil Avul 1249 (15 February 1849).

AFTER repeating the contents of a yad from the Residency, dated 22 December 1848, communicating the purport of Mr. Chief Secretary Malet's letter, No. 5269, dated the 18th December 1848, relative to the punchayet in the case of Joitabaee Shetanee, proceeds as follows:—

On receipt of the yad, Joitabaee's father, named Bhanabhaee, and the moonim of the firm, Baba Nafra, were sent for by Meer Surfraj Allie, Gopalraw Myral, &c.; they were separately informed of the contents, and requested to nominate a punchayet, and furnish a writing that they would abide by their decision. Maha Luxmee Baee consented to the proposition, and on the 2d Poush Shood (27 December 1848) presented a writing to that effect, but no reply having been received from Joitabaee, her father, Bhanabhaee, was again, on the 5th Poush Vud (13 January 1849) sent for, and the matter was explained to him. His reply was unfavourable, consequently a yad was addressed to Joitabaee on the 9th Poush (17 January), and another on the 13th of the same month (22 January), but no answer came regarding the punchayet. On the 7th Magh Shood (31 January) a jassood was sent to the Shetanee requesting her attendance at the apartments of Bayah Sahib (his Highness's mother), who would explain to her the circumstances of the case. This was also declined, and a third yad was addressed with similar effect. Notwithstanding this proposition has been made both personally and in writing, she still refuses to consent. I have the honour to inform you, that in consequence of this refusal the settlement of the case is postponed, and I beg you will have the goodness to bring this yad to the notice of the Bombay Government.

(True translation.)

(signed) *M. Battye,* Assistant Resident.

TRANSLATION of a Yad from his Highness to the Acting Resident, dated 21st Rubil Avul 1249 (15 February 1849).

Note.—The Durbar's note gives the matter in Mahaluxmee's yad.

MAHA LUXMEE BAEE, Shetanee, has presented a yad to the Durbar, to the effect that Joitabaee still refuses to consent to the nomination of a punchayet to investigate the complaint regarding her son; that these continued disputes are very degrading to the firm; that under pretence of her mother Ladbhaee's sickness, she has been for the last eight months living at her vuckeels, where strangers are constantly in the habit of going, and it is said that these vuckeels, &c., have made away with her jewels, which the Sirkar will admit is highly prejudicial to the character of the firm. Copy of the memorandum drawn up by the Shet for the prevention of all future misunderstandings regarding Joitabaee, and with a view to her observing a respectful demeanor towards the firm, has been already submitted to the Sirkar, on referring to which the circumstances of the case will become apparent.

A copy of Maha Luxmee Baee's yad is herewith forwarded; a copy of the paragraph of the memorandum above alluded to, was sent to the Residency with a yad, dated 29th Ramzan 1903 (8 September 1847), to which I request your attention; Joitabaee's conduct is highly disapproved of by the members of the firm of Hurree Bhugtee. I therefore have the honour to request, after taking the above into consideration, you will have the kindness to address the Bombay Government on the subject.

(True translation.)

(signed) *M. Battye,*
Assistant Resident.

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(I.)

TRANSLATION of *Nursoo Punt*'s Defence on the First Charge, addressed to *W. E. Frere*, Esq., Commissioner.

CHARGE I.

That, in the case of Joita Baee Settanee, a suitor for redress at the hands of the British authorities, Nursoo Punt conveyed, or caused to be conveyed, erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully in the following instances:

THE following is the explanation I have to offer on the first of the charges preferred against me by Colonel James Outram, Resident, Baroda.

First Instance.

Inasmuch as, between the 2d and 15th of November 1848, he communicated to Captain French an erroneous account of certain petitions from Joita Baee Settanee, and her mother, Lar Baee, then lying untranslated in the Residency Office, thereby misleading Captain French, to the prejudice of Joita Baee Settanee.

First Instance of the First Charge.

Para. 1. To substantiate this, the report of Captain French, No. 282, dated 15th November 1848, and 48 untranslated Mahratta and Goozerattee papers have been produced, and merely because Captain French in the 4th para. of that report, in stating the nature of them, gives an epitome of their contents, which is said to be incorrect, I am accused by the Colonel of having misrepresented the meaning of these papers. With respect to this, I beg to state, that of these papers, only five are petitions from Joitabaee, and what Captain French has stated in the para. alluded to, is applicable to the whole 48. I deny having misrepresented to Captain French the meaning of the untranslated documents. A few days after Captain French arrived here, he sent for all the English books and papers, &c., connected with the case then pending (the complaint made by Joitabaee Settanee regarding her son), and was occupied some three or four days in reading them. Afterwards, he also demanded all the Mahratta and Goozerattee papers, having reference thereto, and after making himself acquainted with the contents of the untranslated documents, he sent in a report of the case to Government. In the fourth para. of that, it is stated that numerous repetitions occur, that what is asserted one day is denied the next, and many subterfuges and evasions are practised by the petitioner. Most of the papers alluded to had reference to the taking of Larbaee's deposition, on examining which it will be at once apparent that Captain French's statement was correct, and it will also be seen, that in addition to what was contained in the translated papers which accompanied the report, nothing of any great consequence occurs in the untranslated documents.

2. The Colonel accuses me of being a relative of Baba Nafra's, of having received bribes from him, and adds that if Captain French had been informed of the circumstance that Joitabaee in her petitions charged me with being an accomplice of the Baba's, and had then instituted inquiries into the matter, that it would all have been made apparent; to conceal this, the Colonel says, was my object for misrepresenting the contents of the papers alluded to. This accusation of the Colonel is perfectly groundless. It is very fortunate for me that Captain French never entered an endorsement (shera), on any paper sent in to the Residency, without previously hearing it read through; and it certainly would be a great hardship if people in my position, who are in the habit of reading and explaining Mahrattee and Guzerattee papers to gentlemen, who write down their contents in English, the purport of which we know nothing at all about, should be held responsible for any mistakes that might afterwards appear in such translations; if such were the case we should be helpless.

Second Instance.

Inasmuch as he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joita Baee Settanee to have been impotent for such a length of time previous to his decease, as proved the alleged pregnancy and delivery of Joita Baee Settanee to have been fictitious, and that the fictitious nature of the alleged events was so notorious, at or soon after the date of their occurrence, that Sir Robert Arbuthnot, baronet, then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joita Baee's child.

Second Instance.

Para. 1. To substantiate this instance, the Colonel has produced his report, with accompaniments, No. 47, dated 31 March 1851. With reference to it, I beg to observe, that the popular opinion of Baroda, &c., could easily be discovered, from the correspondence that Captain French had previously perused, and he is not one of those sort of people who would take long in sounding such matters, for he was always in the habit of conversing with every one who came to see him in a frank open manner. It is therefore needless for me to amplify on this subject; all will be made clear when his (Captain French's) evidence is received.

2. In support of the assertion, that I told Captain French that Sir Robert Arbuthnot had refused to attend at the ceremony of (the 12th day), naming the child, the Colonel states that I was his informant, but I deny that I ever told him; he may have conjectured so from the purport of the first report on the subject, sent in to Government by Mr. Andrews in February or March 1847, or he may have heard it from some other source, and forgetting this circumstance, as he entertains doubts in his mind regarding everything connected with me, he now imagines that I was the person who informed him. The Colonel avers that shortly after his arrival in Baroda, I told him the above story to prejudice him against Joitabaee, to which end I used my best endeavours, from which circumstance he began to entertain doubts of my honesty, and spoke to Mr. Mansfield on the subject, who also concurred in his surmises; but if the Colonel entertained

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tained such suspicions against me at that time, he surely would not have trusted me as he did with the responsible duties of the Resident's office for nearly 12 months afterwards, nor would he afterwards have written to me in April 1848 a note to the following effect: that "I hear you want to take your pension. I am not pleased at that; but do just as you like." To repeat any kind verbal expressions that he also made use of to me at that time would now avail me little. With respect to Mr. Mansfield, who was at that time Political Agent in the Rewa Kanta, if he also had entertained suspicions regarding me, is it probable that he would have spoken so highly as he did of me in the letter he sent in to Government some time in the month of January 1848, requesting that my son, Keshoo Raw, might be confirmed in his appointment? In short, it was from about the month of July 1848 that my enemies and detractors began to speak ill of me to the Colonel, from which period I date the commencement of the Colonel's suspicions regarding me; it is therefore unnecessary that I should enter further into details on this head.

3. I entirely deny the truth of the accusation that I misinformed Captain French as to Sir Robert Arbuthnot's reasons for not attending at the ceremony of naming the child; he may very probably have understood it from the purport of Mr. Andrews' letter of 1847 before alluded to, or he may have heard it from other quarters I am certain of, for I have been told that written proof can be procured here that Sir Robert Arbuthnot stated to certain parties in this city that the popular rumour on the subject was his reason for not attending at the ceremony of naming the child; but to produce that at the present time would be not only very difficult, but perhaps if I attempted it it would be destroyed; for this cause, I am unable to substantiate this fact clearly. Touching this matter, I beg to state that I never informed Captain French of it, or caused him to be informed of it, or even induced such an idea to enter his mind, and I do not positively recollect that Captain French ever so much as alluded to the subject before me; besides, up to this day I am ignorant of the purport of the report sent in by Captain French on the 22d February 1849, but when the evidence of that officer is received, all will be cleared up.

4. With regard to the above, it is clear that it was utterly impossible for me to root out of his mind any preconceived ideas without my being informed in any way of their existence, or of an inquiry having been instituted in the matter, because when the child was born, a variety of popular rumours were current in the town, of which I am perfectly convinced Sir Robert Arbuthnot was cognizant, and it is at the same time true that that gentlemen did not attend at the ceremony of the christening.

Third Instance.

Third Instance.

Inasmuch as he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joita Baee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French, the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required, to secure the transmission, for submittal to the Resident's review, of the proceedings of the Punchayet, that had been assembled, at my instance, to investigate the complaints preferred by Joita Baee Settanee against Baba Nafra, the Moonim Goomashta of her late husband's bank.

1. To substantiate the above, the Colonel's report, No. 47, of 1851, before mentioned, has been produced and recorded, and the Colonel further states that Captain French framed the contents of the letter dated 15th November 1848, at my suggestion. With regard to this, I have to observe, that the Colonel's report and all its various accompanying enclosures are written in English, and are very lengthy, from which causes I am unable to understand the whole of the contents; and, indeed, it is not necessary that I should do so, because Captain French did not inform me of all he had written in his report of the 15th November. After an examination of the whole of the correspondence connected with this case, Captain French drew up of his own free will the report alluded to, and sent it to the office. Shortly afterwards, when I went to speak to him on the business of the day, he told me that he had written to Government on the matter, and given it as his opinion that a settlement of this case should be effected by a punchayet appointed from among the parties themselves, to which I gave a short and decided answer that this was a "criminal charge," and that Government would never sanction his recommendation that it should be disposed of as a "civil case;" he replied that it was necessary to preserve the respectability of a great house, and to put a stop for the future to disputes which only entailed ruin on all concerned. This was all that passed between us, and on my return to the office I informed Mr. Battye of what had occurred. No further conversation took place between Captain French and myself on the subject of this report, and he never so much as asked me my opinion. It was his opinion that the course which had hitherto been adopted with regard to the settlement of this case should be entirely altered; but what blame can be attributable to me for that?

2. Captain French, from an examination of all the papers connected with the case which had been received previous to his arrival, made himself fully acquainted with the manner in which it had hitherto, up to the present time, been, and was for the future to be conducted. I also informed him about it, and Mr. Battye has stated in his evidence that at the time of giving over charge to Captain French he had informed him that the case was at a stand-still, owing to the Gaekwar being unable to send in the proceedings for want of Larbaee's evidence, and a memorandum to this effect, dated 9th October 1848, will be found among the untranslated documents, which will also be explained by Mr. Battye when questioned on the subject, and all will be cleared up on the receipt of Captain French's evidence.

3. The colonel is constantly harping on the circumstances of the few days that elapsed

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between the arrival of Captain French and the despatch of his report to Government, dated 15 November 1848, and attributes the misrepresentations therein contained entirely to my suggestions and advice; but this is altogether without foundation, because Captain French in drawing up reports for Government never acted entirely upon my advice, which is clearly shown from Mr. Battye's evidence already taken.

4. The Commissioner should have the goodness to inquire whether, from the date of Colonel Outram's return to Baroda in the month of May 1850, up to the end of June of the same year, any further reports were sent in to Government regarding the present case; and if so, to ask for, and examine them, when if there is anything further worth knowing in the matter, it will be at once apparent.

Fourth Instance.

Inasmuch as, when directed by Captain French to draw up a summary of a petition, addressed by Joita Baee Settanee to the Right honourable the Governor in Council of Bombay, and dated 7th of May 1849, and its enclosures (copies of petitions), he prepared, or caused to be prepared, and gave, or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an inaccurate description of its enclosures, knowing that the said incorrect version and inaccurate description were to be transmitted to the Right honourable the Governor in Council of Bombay.

Fourth Instance.

Para. 1. To substantiate the above, the following documents have been produced and recorded :—

Petition from Joitabaee, dated 7 May 1849, to the Governor in Council.

Ditto - - ditto to the Resident; and two ditto, dated 10 and 20 April, to the ditto; and 115 para. of Colonel Outram's report to Government, No. 47 of 1851; and the evidence of Mr. Battye has been taken.

With reference to the above paper, I beg to observe that the copy of the petition dated 10 April is not included in the petition of the 7th May to Government; but only the copies of the two petitions from the petitioner to the address of the Resident, and dated 20 April and 7 May respectively are sent with it. It is invariably the custom, whenever an entire translation is required of any paper, or merely the substance of it, for a karkoon to take the original paper and read it word for word to the Assistant Resident, who makes the required translation. In this manner the papers above alluded to were translated by the Assistant through the medium of Narrain Row, carkoon. I did not draw up, or cause to be drawn up for translation, the substance of these petitions; of this I am quite positive, and have not the slightest doubt. It was not even the custom to draw up for translation summaries of petitions of this description. It was usual for the carkoon to read out the paper, and for the Assistant, or English writer, to translate therefrom either the whole, or only a portion of it, as was required. In this manner the paper above alluded to was prepared; I therefore cannot comprehend on what ground the Colonel prefers this false accusation against me. It is the business of the translator to examine and compare translations of Mahratta and Goozerattee documents with their originals, and see that they are right. I am entirely ignorant of English, therefore if, as the Colonel says, any discrepancies occur in the translations, why need I enter into particulars thereon? Mr. Battye, in his evidence on this matter, at first states that there was a paper containing the substance of the above documents, but afterwards expresses a doubt on the subject, and says that, with the exception of this one paper, no other written summaries of Mahrattee and Goozerattee papers were ever in the habit of being prepared; but if a translated summary of any petition, &c. was required, the original document was read out to the translator, who therefrom took down the substance thereof. It is clear from this and the remainder of his evidence that it all goes for nothing in substantiating the present charge against me. In further support of this, I beg to observe that underneath the English translation of the substance of these papers appears an endorsement (shera) to the following effect :—"That the contents of the enclosure correspond with the contents of the English petition dated 21 December 1848." Now what was in this English petition I have not the most distant idea, nor did I ever see it. From this it will be seen that it is utterly improbable that the above endorsement was subscribed at my suggestion. It is quite evident that the Assistant Resident had the Mahrattee and Goozerattee papers read and explained to him, and after comparing them with the English, wrote the endorsement in question; and if that gentleman is again questioned on the subject, it will be cleared up. In reply to a question put by the Colonel, Mr. Battye gives it as his opinion that the native agent is responsible for all translations, although they may have been made through the medium of other carkoons. Now from this it is clear that the subordinate position which that officer holds, induced such an answer.

2. The Colonel brings forward in support of the groundless accusation that I misinterpreted the meaning of the papers in question as one of my principal reasons for so doing that they contained a complaint against myself which I was anxious to conceal. Regarding this, I beg to state, that in the (shera) endorsement entered beneath the translated substance of the petition of the 7th May, a reference is made to the English petition of the 21st December 1848, which had been received from Government, which contains many complaints against me. The Colonel further gives and quotes as another reason for my thus acting, that had I done otherwise, Government would have been convinced that there was no necessity for altering the course which he had adopted for the settlement of the case, and of assembling another punchayet for that purpose. The Colonel sent in a letter on this matter on the 26th December 1847, and Captain French in forwarding his report of the 15th November 1848, sent all the papers, documents, &c. connected with the case along with it; and as they were all before Government, they must have been perfectly cognizant of the fact that the investigation of the case was first to be concluded in the Guicowar court, and afterwards

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wards referred to the Residency. In the untranslated papers there was nothing that Government was not already acquainted with. Again, the Colonel brings forward as another reason, that had I done otherwise the Government would have been made aware of the fact of the Guicowar Sirkar having sent in a false memorandum (yad), stating that Joitabaee had refused to abide by the decision of the new punchayet directed to be chosen from the parties concerned, when no such dissent had ever been given by her, and on the receipt of which yad Captain French had written to Government acquainting them of the circumstance on the 22d February 1849. Now I beg to observe, that in the 2d para. of the letter above alluded to, it is apparent that Captain French did not write this letter merely from the fact of his putting confidence in the statement of his Highness; but he states that he also sent for the father of Joitabaee, and made inquiries of him on the subject.

3. In the report produced for substantiating this charge several other accusations are preferred against me, to which I beg leave to submit the following brief answers:—

1st. The Colonel states that I misrepresented the meaning of the petitions received from Joitabaee, dated the 30th December 1848, 3d and 17th January, and 5th April 1849, to Captain French, which led to his sending improper answers to them. Regarding this, I have to observe, that if these papers, with the endorsement thereon, are produced and shown to Captain French, it will be proved that these petitions were read word by word to him; that without asking my opinion, he of his own accord caused the orders to be endorsed thereon. This will be quite apparent.

2d. Two petitions of the 10th and 20th April 1849, respectively, were received by the Acting Resident from Joitabaee, and on the heading of them appear endorsements with that gentleman's signature attached, to the effect, that as these petitions contain disrespectful language, they are returned without being read through. Now, if these petitions are shown to Captain French, and he is questioned in the matter, he will explain it fully.

3d. It is said that a correct translation of the papers which accompanied the petition of the 7th May 1849, was not sent in to Government, but that the substance thereof only was extracted, and that in doing this it was my endeavour to deceive the Government. With reference to this, I beg to state, that it rests entirely with the head of the office to decide whether a literal translation or a mere substance should be sent in to Government. In reply to Captain French's letter, dated 15 November 1848, Government, apparently forgetting what had before taken place, sent an improper order; this the Colonel entirely attributes to my doings. To such an accusation I am unable to reply at length, because from every proof brought forward, it would appear to be the Colonel's opinion that I was the principal person in carrying on the duties of this Residency, and that the Resident invariably acted according to my suggestions; and further, that he never rejected an opinion of mine. Such was not the case; for since the receipt of the Government order removing the responsibility from the native agent, his weight and influence have been entirely done away with. He now only reads and explains, like a carkoon, any Mahrattee or Goozerattee papers which may be received; and beyond writing answers, or endorsing orders, according to the Sahib's direction, he has nothing else to do. Captain French, after his arrival here, sent in several reports to Government on this and other cases; but of the purport of these I am quite ignorant, and he never even asked my opinion thereon. He was in the habit of getting all the English correspondence for a long time back from the records of the office, and used to read them up day and night, by which means he made himself well acquainted with their contents. He had no occasion for a native agent, and even reported to Government that, in the event of (Nursoo Punt's) my being relieved, there would be no necessity for another native agent, that a sherestedar was all that was requisite. That he did not require the assistance of a person like me is quite evident from this. He used to send for carkoons at all hours, and even transacted business through them; but he never did anything without first making himself thoroughly and satisfactorily acquainted with the subject he was on.

The above is my reply to the fourth instance of the first charge.

1st. On perusal of the above brief reply, it will be at once apparent that, owing to a misunderstanding which has taken place between the Colonel and Captain French, all that has been done by the latter in this case has been disapproved of by the former; and he, therefore, without rhyme or reason, falsely accuses me. In such a strait, I acknowledge that God has been so far merciful to me, inasmuch as Captain French is at the present moment alive, and residing in this country, otherwise death would have been my only door of escape from the groundless charges, both written and verbal, of the Colonel. I need not enlarge on this subject. The awarder* of justice is capable of drawing his own conclusions.

2d. The Colonel is always asserting, both in writing and words, that in consequence of the relationship that exists between Baba Nafra and myself, I am an accomplice of his, and interested in all that concerns him. Now, at the time the Colonel heard this rumour from other parties, what was there to have prevented him from inquiring personally of me as to the nature of the relationship that existed between us, or if there was any at all? Baba Nafra is no near relative of mine. There are very few families of my caste in this city; therefore intermarriages have taken place among us; owing to which he is a connexion of mine.

Firstly. Vishnoo Punt Nafra, the husband of my wife's sister, and formerly a karbaree of the firm of Hurry Bhugtee, was the uncle of Baba Nafra, which is the original connexion between

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* Commissioner.

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between that individual and myself, and, for this very reason, no friendship subsists between us, because when the son of Vishnoo Punt, named Abba Nafra, was only an infant six months old, he lost both his parents, and his father's situation in the firm was thereon forcibly retained by Baba Nafra. When the boy grew up, a small situation was given to him, and he was thrown upon the world, and left to his own resources. The weight of all his father's (Vishnoo Punt's) debt, which had been incurred during his lifetime, were, however, cast by Baba Nafra on his (the lad's) shoulders, whereby he was reduced to poverty, which has occasioned great enmity between the two up to the present time. Now, as Abba Nafra and I are on good terms, Baba and I are consequently on bad, which circumstance was publicly known, not only to all the people of my caste and many of the city, but the late Maharaja himself was also acquainted with it; and he was also heard to remark to some one, that owing to my friendship with Abba Nafra, that I entertained an enmity for Baba Nafra. At the present time, from want of assistance, I am unable to produce proofs of the truth of this; but if due inquiries are made through some other means, it will be satisfactorily proved.

Secondly. Regarding the second connexion that exists between us, I beg to state that some time after my arrival here in A.D. 1845-46 (the Sumvut 1901), my elder brother wrote, and consulted me regarding the advisability of marrying his daughter to Baba Nafra's son. This I disapproved of; but without obtaining my full consent, he at the unfortunate solicitation of his wife, married them. From that time a rupture occurred in the friendship of my brother and myself, and his family having separated from mine, now reside at Baroda.

Thirdly. Regarding the third connexion that exists between us, I beg to remark that Baba Nafra's wife's sister's daughter was married to my son in the year 1901 (A.D. 1845-46), but the sisters are not on good terms with each other.

These are the whole particulars of the case, but, notwithstandig, I have no intercourse whatsoever with Baba Nafra. The Commissioner should bear in mind, in reference to this, that amongst us natives, besides brothers of the same parents, father and son, wife and husband; although there is no other relation which we consider near or are bound to by the ties of affection, yet even amongst these, enmity, almost to the taking of each other's lives, occasionally exists, in support of which I will quote the case of the sons of Gungadhur Shastree, who although sons of the same parents, yet up to the present time such dire enmity subsists between them, that although they live near one another, yet on a death occurring in one of their families, the other would not enter the house of his brother. A thousand such examples might be quoted, but it is needless to lengthen this by a detail of them. It does not follow that because people are related to each other they should be friends, and have intercourse with one another; this is quite a different affair. There are hundreds of examples to prove that if the son, father, or any other relative whatsoever of an upright man misconducts himself grossly, he immediately drops all intercourse with him. It was therefore necessary at the time to have instituted a minute inquiry by any other means, except through my enemies, as to the truth or otherwise of my being in intercourse with Baba Nafra.

3d. If the Colonel advances the relationship existing between Baba Nafra and myself, as a reason for my being his accomplice, then the explanation I have above given will sufficiently refute it. Again, if he asserts that he only entertained suspicions of my exercising partiality towards him, then I beg to say such is not the case; in support of which I beg to submit the following explanation:

1st. When Joitabaee's petition first came to the Residency, I informed the Colonel that this was a very perplexing case, and demanded an investigation into it in his presence; but my suggestion was not heeded, and it was decided that it should first be inquired into in the Guicowar's court. They were of course aware of the important dispute that had arisen in this case, and therefore it was clear that the inquiry would never be set agoing in accordance with the strict laws of justice.

2dly. When the Meetapor villagers came from Kaira to give their evidence, I recommended the Colonel to have their depositions first taken at the Residency, and afterwards to send them to the Durbar. To this he gave me a distinct answer that the preliminary investigation was to take place at the Durbar, and that we had no business to interfere in the matter, and directed that the people should be sent immediately. They were accordingly sent to the Durbar without having their depositions taken. If my recommendation had been acted upon at the time, the true features of the case would have been made apparent.

3dly. The Colonel was frequently written to, and informed by the Guicowar that no wakeel was required on the part of Joitabaee, and that Bhanabaee only should be permitted to come and conduct the case. I at that time distinctly informed the Colonel that Bhanabaee was not sufficiently clever to manage the business; and added, how will the inquiry get on in that case? The Colonel then, according to my recommendation, desired that a good man should be appointed for the purpose, and the Durbar was written to to that effect. Notwithstanding this, there was something like a prohibition against a wakeel going to Joitabaee, and I several times reported this to the Colonel, but in consequence of his meeting Govind Row, what I said was unheeded, and she did not get free permission for retaining a wakeel.

4thly. I represented to the Colonel that Joitabaee, the complainant, being of the same rank as

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as the elder Settanee, no guards should be placed over her, to which he replied, "That as suspicion rests on her, it is necessary that she be kept under some restraint."

5thly. I had a conversation with Trimbuck Shastree regarding the dispute which occurred in the evidence of Joitabaee, which had been taken by Trimbuck Shastree and other kamdars of the Durbar, the purport of which I communicated to the Colonel.

6thly. As great delay had occurred at the Dubar, owing to Lardbaee's deposition not having been taken, and the proceedings consequently not forwarded to the Residency, I several times recommended the Colonel to send for the case and proceedings, as they then stood, without the deposition in question; but he did not follow my advice, saying that he would not interfere in unfinished matters, but as soon as it was completed he would send for it. After this he, Colonel, merely used his endeavours to get Lardbaee's deposition taken as speedily as possible; but, up to the time of his departure, this was not effected.

The above is a brief sketch of what occurred; and whether the Colonel may recollect it or not, I was at all times in the habit of acquainting him with anything that might suggest itself to me regarding this case, with the utmost impartiality. I take God as my witness that I acted without favour or affection to either party; for it is quite clear that there can be no proof of conversations that have taken place with gentlemen on different subjects, if they themselves fail to remember the purport of them. From the circumstances of my not being perfectly conversant with the true features of the case, I have appeared in the light of a go-between, and have been constantly blamed by both parties at the Residency and elsewhere; nevertheless, regardless of that, I have always relied on my own rectitude.

There is another circumstance I wish to relate. At the time this case was being investigated, in the Sumvut 1903, about November A. D. 1847, when the wife of Baba Nafra first set out on a pilgrimage (jutra) to Dwarka, his Highness the Guicowar received a petition from Joitabaee, requesting that she might be brought back, which gave rise to a dispute, and he thereon ordered her back from Peitlad. On her return to Baroda, with all her followers, Baba Nafra's people gave me no end of abuse, and blamed me far and near; and I was afterwards informed that an account of the circumstance had even been sent down and published in the English newspapers at Bombay. From this it will be evident that there is not the slightest foundation for accusing me of being an accomplice of his.

4. Baba Nafra had great interest with Gunesh Punt, then the principal karbaree of the Guicowar's court; and the late Maharaj was also very kindly disposed towards the Baba, which gave him vast influence and importance, a fact which was well known to all the people in Baroda, old and young. He did not care about the acquaintance of a person like me; on the contrary, looking on me as a mean low fellow, he was in the habit of casting reproaches upon me on all occasions. On the death of the late Mahrajah, in the same manner as he had formerly effected his object with his late Highness, he again succeeded in securing the favour of the present Guicowar.

5. In the very commencement of these proceedings, the Colonel, in his opening address, has endeavoured to prejudice the mind of the Commissioner against me, and to give rise to suspicions to my detriment by assertions such as these; that I came to Baroda on a reduced salary; that about the time of my arrival here, an anonymous petition was received at the Residency, stating that I had received bribes when at Baroda on a former occasion, and also mentioning a variety of other things of a suspicious nature; that I had relations among the wealthy and influential inhabitants of Baroda, as well as among those of indifferent character; these, and a host of other imputations, were laid on me, to which, were I to attempt a reply in full, I should entail a deal of trouble on the Commissioner. Besides, until the investigation is completed, and my innocence clearly established, how can the Commissioner place confidence on my present assertions? I shall therefore not enter into particulars just now; as the case proceeds, I will, to the best of my abilities, furnish my explanations. Nevertheless, if I abandon entirely the idea of taking any notice of them in this, my first defence, the effect of these slanderous calumnies on the mind of the Commissioner may prove injurious to me as the investigation progresses; I therefore beg leave to submit the following brief explanation:

The anonymous petition above alluded to is of a date antecedent to my receiving charge of the office, and the writer of it is evidently a person who, having heard the fame of my honesty, entertained great fears that my coming to take up this appointment would put a stop to all illicit profits, &c., and he therefore naturally endeavoured to raise doubts in the mind of Government regarding me; the proof of which is, that the assertions contained in that petition are entirely false. One of the principal accusations in that petition is, that when I accompanied Lord Clare's (then Governor of Bombay) suite to this place in 1831-32, I received bribes. Now I beg to state, regarding this, that at that time I did not accompany the Secretary on any Government employment, nor was I concerned in any of the transactions then going on here; therefore what object could any one have in offering me a bribe, and still less opportunity could I have of accepting one? At the time in question I was dufterdar at Surat, and when I heard that the Right honourable the Governor's suite was about to return to Bombay by sea, as there were several gentlemen of my acquaintance with them, I immediately got four days' leave from Mr. Stubbs, and came up to Baroda to meet them, and arrived here at the very time that the Governor had completed all the business he had to transact, and he and his establishment were about to start for Surat, to which place I accompanied them back. Again, the manner in which I am connected with people as stated in that petition is incorrect, in support of which I beg to refer you to the 3d paragraph of the present defence.

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Touching the imputation cast on me relative to my having come to Baroda on a reduced salary, I beg to state that I have Government orders and other papers to show my reasons for so doing, and I have also proofs that I used my best endeavours to obtain a situation at another place, but no opportunity offered, and I will produce these whenever the Commissioner has leisure to examine them, from which he (the Commissioner) will be convinced that the Colonel's assertions are entirely without foundation. It would be unbecoming of me to enter further into detail on this head just now.

6. In conclusion, I beg to observe that the Colonel, to substantiate the charges above alluded to has produced several immense volumes of English papers, and has been employed in preparing the charges now brought against me for the last 12 months. I do not understand the English language at all, and I am utterly unable to expend the large sum of 15,000 or 20,000 rupees to engage an English advocate to defend and plead my cause.

Up to this time, I have faithfully served Government, and earned a reputation.

The Colonel is a great sirdar, I am a mere carkoon; I am therefore powerless to enter on a discussion with him, and for this reason I have briefly detailed the true particulars of my case. On this subject what need is there of further remark? I have no papers to produce to refute this charge. The following is the list of my witnesses:—

1st. Captain French, who, not being present, must have the questions in the accompanying memorandum sent to him for his answers.

2d. Mr. Battye. This gentleman has been examined by the Colonel, but at the time he gave his evidence I had not seen the papers in support of the charges; since examining several of them, some questions have occurred to me, which it is necessary to put; his evidence is therefore again required.

3d. Narain Row Chimnajee.

4th. Hurry Appajee.

These two were at first included in the Colonel's list of witnesses, but their names were afterwards struck out. Their evidence must be taken. Altogether the depositions of four witnesses are required.

Baroda, 23 June 1851. Jesth Vudh, 9th (Monday) Sumvut 1907.

(signed) *Nursoo Luxomon,*
Late Native Agent, Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(K.)

From *W. E. Frere*, Esq., to *J. L. Johnson*, Esq., Clerk and Commissioner of the Court of Requests, Bombay.

Sir,

I have the honour to enclose six papers of questions submitted by the accused and prosecutor in an inquiry before me under Act XXXVII. of 1850, to be put to Captain French, now Town Major in Bombay, and late Acting Resident at this Court, and to request you will, under Act VII. of 1841, take his answers on oath and return them, together with their questions, to me, with as little delay as practicable.

* *See* below.

Documents, as per margin*, are enclosed, which I request may be shown to Captain French and returned with his answers.

I have, &c.
Baroda, 23 June 1851. (signed) *W. E. Frere.*

(L.)

From *J. L. Johnson,* Esq., Commissioner and Clerk, to *W. E. Frere,* Esq., Baroda.

Sir,

I have the honour to acknowledge the receipt of your letter, dated the 23d ultimo, with the documents noted in the margin †, and to return herewith the replies, taken on oath, of Captain

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* (A.) Letter from Captain French to A. Malet, Esq. (No. 282), dated 15 November 1848, with enclosures, the whole paged from 32 to 91 inclusive.
(D 1.) Petition, in Guzerattee, from Joitabaee Sethanee, dated 10 April 1849.
(D 2.) Ditto, ditto, dated 20 April 1849.
(G.) Letter from Captain French to A. Malet, Esq. (No. 199), dated 21 June 1849, and enclosure.
(H.) Ditto, ditto, (No. 55), dated 22 February 1849, and enclosures, paged 108 to 113, both inclusive.

† Letter from Captain French to A. Malet, Esq. (No. 282), dated 15 November 1848, with enclosures, the whole paged from 32 to 91 inclusive.
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(G.) Letter from Captain French to A. Malet, Esq. (No. 199), dated 21 June 1849, and enclosure.
(H.) Ditto, ditto, (No. 55), dated 22 February 1849, and enclosures, paged from 108 to 113, both inclusive.

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Captain P. T. French, to the six papers of questions submitted by the accused and prosecutor, in the inquiry before you referred to.

You will have the goodness to observe that exhibit (F.) (stated to be a petition from Joitabee, dated the 30th December 1848), referred to in one of the questions submitted by Nursoo Luxamon, was not enclosed in the packet, nor is it enumerated amongst the documents noted in the margin of your letter.

I have, &c.
(signed) *J. L. Johnson*,
Commissioner and Clerk.

Bombay, Court of Request's Office,
5 July 1851.

Fee on one summons, nine annas and eight pies (9. 8.)

(M.)

QUESTIONS to be put to Captain *P. T. French*, late Acting Resident at Baroda, on Behalf of Nursoo Luxmon, late Native Agent there.

1. You having taken charge of the office of Acting Resident at Baroda on the 2d November 1848, on the 15th November 1848 made a report to Government regarding the child of Settanee Joiteebaee, wife of Bechur Samul, of Hurree Bhugtee's firm, about which a complaint had been made to Government; is it true that you made this report, after reading and considering the English correspondence and translated papers, and after having made yourself acquainted with the untranslated papers?

Yes, I read and considered the English correspondence and translated papers. I do not recollect having had read to me the "untranslated," but must have gathered that they were, as I stated, from the Assistant Resident, Lieutenant Battye, and the native establishment of the office.

2. Were you aware when you made this report that the Guicowar authorities were, by a committee, inquiring into the case, and that their proceedings were to be submitted to the Resident?

I don't recollect anything about this committee.

3. Did you know from Colonel Outram's report of the 26th November 1849, and other papers, that the inquiry before the Guicowar's authorities was stopped on account of Larbaee's deposition, but that upon the receipt of that deposition, a kind of appeal was to be made to the Residency to be sent to Bombay?

I suppose I did, if it was the case, as I read all the compilation.

4. Is it true that after you took charge on the 2d November, besides me, Govind Row Rode and others were constantly coming to you and conversing with you on all subjects?

Of course many natives came to call, and we conversed on various subjects.

5. Upon whose information did you give the common reports which you have mentioned in your report to Government?

Upon that recorded I knew, and conclude I made inquiries of many others. That is on report of 15th November.

6. Did I advise you in your letter of the 15th November, or did you write it of your own accord?

I conclude I asked the native agent on many points of the case before writing my report.

7. Did any conversation take place between us after you sent the letter to be copied, in consequence of your informing me that you had recommended that the question should be referred to arbitration, and if so, what was it?

I have no recollection; it is very probable, and I wish the question was so put as to recall the matter to recollection.

8. Did you make your reports to Government of the 22d February 1849, No. 55, and the 21st July, No. 199, on my information, and did you ever consult me on the subject of them?

When the two reports in question were made, I had become, through conversation with many, versed in the case a good deal. I conclude I spoke to and conversed with the native agent ere writing, but have no positive recollection.

9. From whom did you obtain the information you have given in your letter of the 22d February, that Sir Robert Arbuthnot did not attend the ceremony of naming Joitabaee's child?

From the English compilation. The letter is replied to by Government.

10. What led you to give the answer endorsed upon Joiteebaee's petition of the 30th December 1848, Exhibit (F.), now shown you?

The Exhibit (F.) *referred to in the question was not enclosed in the Commissioner's packet, and consequently the answer cannot be taken.*—(signed) *J. L. J.*

11. What led you to give the answers endorsed upon exhibits (D 1.) and (D 2.) now shown you?

(D 1.) For its incivility. (D 2.) For the same reason. Both urzees are disrespectful to his Highness the Guicowar.

12. Did

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12. Did you employ other carkoons besides me in reading papers and conducting business while you were Acting Resident?

Yes; Narrain Rao and the other carcoons; but only occasionally. I usually employed the native agent.

13. Did you do all your work as Resident with my advice, or did you ever do anything without consulting me; and did you ever observe me trying to bias you in this or any other matter?

I inquired of all I could, and acted on my own judgment. Often, I doubt not, without consulting the native agent. Nursoo Punt's ideas were those of all I ever met at Baroda on this case of Jootai Bhy (except her father and wuckeel), and those ideas he expressed, but I observed, seldom or never unless when asked; and this seemed to me to arise from his being a relation of Baba Naffra, a person who had, Nursoo Punt once told me, made and would unmake the house of Hurree Bucktee. He never tried to bias me that I can recollect. Neither do I entertain any impression that he ever tried to "bias" me in the case in question, or in any other one; he expressed and was encouraged to express his real feelings. They might be right or wrong, and might or might not concur with mine.

(signed) *P. T. French*, late Acting Resident, Baroda.

Taken on oath before the Court of Requests, Bombay, this 3d day of July 1851.

(signed) *J. L. Johnson*, Commissioner and Clerk.

(N.)

Questions to Captain *P. T. French* on behalf of the Prosecutor.

1. Did you ask Mr. Battye to communicate to you his own views regarding the Joiteebaee case?

Of course. Mr. Battye and self conversed on all such cases freely.

2. If so, what were his views as expounded to you by him?

The same as my own, as far as I recollect.

3. Prior to writing your letter of the 15th November 1848, in reference to the Joiteebaee case, had you had any conversation on the subject of that case with Nursoo Punt?

Of course, I must have had.

4. If so, what was the nature and the amount of information he gave you?

We conversed; but I can't say if he gave any or what information, after a lapse of 2½ years.

5. What were the cases then pending at the Residency on other matters discussed in the various conversations you had with Nursoo Punt between the 2d and 15th November 1848?

The records will tell. I can't at this distance of time.

6. Did you seek information regarding the Joiteebaee case, or regarding matters bearing on that case, from any one else than your assistant and your native agent; if so, state the name or names of the party or parties from whom you sought or obtained such information?

Of course I did; but at this distance of time can't say names, especially touching my first report.

7. Was it your duty to endeavour, before communicating to Government any information thus obtained, to test its accuracy by referring to or interrogating your assistant and your native agent?

Yes; no man should report to Government aught he believes won't stand a test.

8. Do you understand Mahratta when read to you?

Yes.

9. Can you yourself read that language?

No.

10. Can you write it?

No.

11. Can you understand Goozerattee when read to you?

Indifferently.

12. Can you yourself read it?

No.

13. Can you write it?

No.

14. Whom did you consider responsible for the accuracy of yads, or other documents addressed to the Durbar, or to Joiteebaee (in the native language), by your order?

Government considers the Resident responsible, and he may look to the native agent as head of the native establishment, but there is also the head karkoon; and I think I introduced a system of the native assistant, or head carkoon, signing each paper, to beget responsibility and care.

15. Between the 2d of November and the 15th, 1848, when you reported to Government on the Joiteebaee case, what means had you taken to ascertain the real merits of the case, or the progress that had been made in its investigation prior to your assumption of office at Baroda?

I know I read the compilation, and I conclude I conversed with the assistant native agent, karkoons, and others, but after 30 months, can't swear thereto.

16. When

16. When you reported to Government regarding the Joiteebaee case on the 15th November 1848, had you yourself read the correspondence that had passed between the Residency and the Durbar, in reference to Joiteebaee, and that between the Residency and the abovementioned lady and her parents?

I do not recollect. I made myself acquainted with the subject, and wrote.

17. If you did not read it, was it read aloud to you by any one?

Don't recollect.

18. If so, state by whom?

Can't say.

19. Was he the proper person?

Can't say.

20. In your letter, you say the untranslated papers are very similar to those now forwarded, in fact "in many respects mere repetitions, a denial on one day of what, on the previous one, was admitted; subterfuge and evasions; but all on the part of the petitioner, Joitabaee and her parents." On whose or what authority did you inform Government that the untranslated papers contained "a denial on one day of what on the previous day was admitted; subterfuge and evasions; but all on the part of the petitioner, Joitabaee, and her parents;" did you do so from having yourself perused the papers thus characterised, or did you do so from having had them read aloud to you, or did you do so from having received a description of them from some one else?

Can't say at this distance of time; I made myself acquainted with my subject, and reported.

21. If you did not characterise them from a knowledge of their contents derived from a personal perusal of them, but from having had them read aloud to you, who was the person who read them aloud to you?

Can't say.

22. If you characterised these papers in the manner above alluded to on the authority of a description of them given to you by another person, who was the person from whom you obtained the description of them, which you communicated to Government in your letter of the 15th November 1848?

As before said, I made myself acquainted with the subject, and wrote; but how, I can, of course, only say on positive recollection, that I consulted the records in English.

23. Were you justified in designating the untranslated papers in the manner you did, from the impression of them conveyed to your mind when, having had them read over to you by a carkoon, without ascertaining from your assistant or your native agent whether their impressions regarding the said papers coincided with your own?

I believed I was, and knew of no reason for changing that belief.

24. If you did consult your native agent and assistant, what were the sentiments expressed by one or other or both of these individuals, according as you consulted one or both?

Can't say at this distance of time.

25. When you wrote your letter of the 15th November 1848, were you aware that all that Joitabaee had ever prayed for was an impartial inquiry into her allegations, to be conducted by the Resident in person, adequate precautions being taken pending that inquiry to protect the wealth of her late husband, to prevent the alienation of Baba Nafra's own property, till the peculations she charged against him had been disposed of, and to confine his person till after he had been tried for conspiracy, child-abduction, &c.?

I gave all the information I was in possession of, and that on the English records, and what I could gather in the Residency. I neither then nor now believed that all Joitabaee wanted was as given in this question.

26. At the date of your letter of the 15th November 1848 were you aware that the reason assigned by Joitabaee for praying that the Resident might conduct the investigation in person, was that the majority of the Residency native establishment were in Baba Nafra's interest?

Can't say I was or was not aware then that the lady thought the Residency establishment more her enemies than she had ever said they were from the time Sir Robert Arbuthnot was Resident.

27. When you stated that at the date of writing your letter of the 15th November 1848, "the case is undisposed of, and seems as far as ever from amicable settlement," had you been made aware that a punchayet had been appointed by the Durbar to investigate the charges brought by Joitabaee Settannee against Baba Nafra; had you also been made aware of the state in which the case then remained, and if so, who gave you such information?

I might have been, but can't say now I was.

28. Were you at the same date aware that prior to your arrival at Baroda, Larbaee had given as full and ample a deposition as the punchayet had a right to demand of her, and that thus the punchayet had been deprived of the only pretext they had had for delaying to close their proceedings and forward them to the Residency for that review to which I had intimated they would be subjected, and in the course of which it might be necessary to test much of the evidence recorded by the punchayet.

I might have been, but have now no recollection one way or the other.

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29. Were you aware that the punchayet appointed by the Durbar to investigate the charges preferred by Joitabaee Settannee against Baba Nafra was composed of the personal friends of the Baba?

If they were so, I suppose I was not, I have no recollection now of what I thought 30 months back.

30. If such had been the case, was it the duty of the native agent to bring it to your notice?

The native agent and all in the office would, of course, be bound in duty to report if they thought such the case.

31. Had the native agent informed you that such was the case, and had you ascertained that his information was correct, and further, had he informed you that Larbaee having given her deposition without a vakeel, there remained no obstacle to the closing of the punchayet, should you have deemed it right to follow the plan I had laid down of calling for the punchayet proceedings, and subjecting them to that review which Joitabaee was entitled to demand in virtue of the guarantee enjoyed by her late husband?

No, I don't suppose he thought "such was the case," and I had no such information to test from him or any one. Of this matter I have now no recollection of aught occuring, or the reverse.

32. In the 6th para. of your letter above quoted, what was the particular act of Larbaee referred to by you as constituting a departure from the customs and usages of her caste and profession; was it the bringing a vakeel from Bombay, or the wish expressed by her to have a lawyer from the Presidency?

I conclude I meant not submitting her complaint to a caste punchayet.

33. In the 5th para. of your letter of the 15th November 1848, you wrote as follows: "In a case of this nature we meet with impediments at every step in the investigation; the honour of a female of an ancient and respectable firm is concerned. One widow of the deceased banker states that the other had the usual monthly visitations after the death of her husband, and he, the people here assert, was unable to beget progeny for a period that, if true, would settle the point. Thus it will be seen that insuperable difficulties beset the settlement of the question either at the Residency or the Durbar." In the foregoing paragraph, whom did you mean to indicate by the expression "the people here"?

I can't now say who were meant by "the people here," 30 months back, with of course any precision, but I suppose the impression on my mind arose from reading and conversing with all the Residency, including the assistant, native agent, &c. &c., and with the Dubar wuckeel, Govind Row Rori, besides any others. Of late reports I can speak with more confidence, be there any questions to answer referring to them.

34. From whom did you derive the communication thus forwarded to Government concerning what was asserted by "the people here"?

The above is my reply to this.

35. Ought you not to have applied to your Assistant or your native agent, and did you apply to either or both of these individuals, with a view to ascertain whether the assertion attributed to the parties whom you designated "the people here," was actually made by these parties?

Reply No. 33 is my answer to this.

36. If you did so, state the nature of the information given to you by your Assistant and your native agent, one or other, or both?

Reply 33 tells, I can't answer this with any certainty.

37. Should your information have been derived from Narrayen Row; will you state the circumstances under which that karkoon came to offer his opinion on such a subject, at a time when you had been scarcely a fortnight at Baroda?

If Narrain Row came, I don't now recollect the circumstance.

38. If Narrain Row was your informant as to the alleged assertion of "the people here," and if he did not volunteer his information, can you recollect what circumstances or considerations induced you to seek information as to the popular belief of Baroda, or of a portion of the people of Baroda, in reference to matters then pending at the Residency?

The "inducement" lay, I conclude, in a desire to know the popular feeling, and why for years Joteebaee should have resisted a settlement.

39. If you had been told by your native agent that the Durbar had from the first exhibited a spirited partizanship in favour of Baba Nafra, and an unfair bias against Joiteebaee, and also that the punchayet appointed to investigate Joiteebaee's charges against Baba Nafra, had unduly consulted that latter individual's interests, would you, without severely testing them, have recorded any allegations calculated to prejudice Joiteebaee that emanated from any of the servants or courtiers of the partizan Durbar, or from any of the members of the partizan punchayet?

I decline pleading to a question which is improper; I would have recorded what I deemed well founded.

41. Were you aware that Nursoo Punt was connected by family ties with Baba Nafra and other individuals who had incurred the displeasure of Government for corrupt practices, or complicity in corrupt practices?

Yes; and I think Nursoo Punt told me he was by marriage connected with Baba Nafra, but to whom "other individuals" refers, I know not.

42. If

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42. If so, about what time did you obtain information that such was the case, and from whom did you obtain it?

The above tells all I know, and I have no recollection of the time.

43. In the letter of the 22d February 1849, in which you reported to Government that Joitabaee Settanee had declined to submit her affairs to arbitration, you expressed yourself thus: "The entire bearing of all concerned is so bad, and the case is so notorious in the town, and was so from the first, Sir Robert Arbuthnot refusing to visit the house on the occasion of the child being named, that I am of opinion Government would be fully borne out in cancelling the guarantee, which it will be recollected is during good behaviour." When you penned this para., did you mean Government to understand that Sir Robert Arbuthnot's reason for not being present at the naming of the child was the notoriety which the case had then obtained?

Yes; I conclude he did, and that in Sir R. Arbuthnot's letter in the English compilation he says as much.

44. If such were not the meaning you wished to convey to Government, what was it that you wished Government to understand from your allusion to Sir Robert Arbuthnot?

The above replies to this.

45. If you meant Government to understand that Sir Robert Arbuthnot's reason for not attending at the naming of the child was the notoriety the case had obtained, state the facts the notoriety of which made him decline to attend?

Sir R. Arbuthnot states his own "facts" in the compilation.

46. On whose or what authority did you assert that Sir Robert Arbuthnot refused to attend the naming of the child on account of the notoriety of the case?

His letter in the English dufter, I conclude.

47. If you did not learn this alleged fact from your assistant or your native agent, ought you not to have applied to these individuals with a view to ascertain whether the alleged fact was true, before reporting it to Government as a matter of history?

The above replies to this.

48. If you did so apply, state the nature of the information given to you by either or both of these individuals?

Answered above.

49. Did you cause the records to be searched, with a view to test the accuracy of the alleged fact?

No search required. Sir R. Arbuthnot's letter and the reply of Government are in the compilation, or my memory deceives me much.

50. If so, state to whom you deputed the task of searching them, and the nature of the information elicited by the search?

Answered above.

51. Two of the petitions, copies of which were sent to you for translation, those of the 10th and 20th April 1849, you had returned to Joitabaee with endorsements to the effect that their improper tone had prevented you from reading them to the end; do you recollect what steps you took to ascertain their entire contents before transmitting to Government the memo. to the effect that they were but repetitions of the petition of 21st December 1848?

None, "no steps;" that is, Joita Bhy was told to send civil letters, and they would be attended to; the petitions in question came and were partially read when the Guicowar's wukeel was with me.

52. To whom was it proper that you should have referred the petitions for examination, before reporting to Government that they were mere repetitions of the petition of 21st December 1848?

Such references should be made through the assistant to the native agent. All drafts and fair copies of letters the former sees ere signed by Resident.

53. Do you recollect, or can you form any conception of the cause of the delay that occurred in preparing and transmitting the so-called translated substance with its accompanying memorandum?

No, I do not recollect anything on the matter.

54. Since you ceased to be Acting Resident, have you communicated with Nursoo Punt either directly or indirectly, orally or in writing?

I may have, but do not recollect hearing from Nursoo Punt since leaving Baroda.

55. About how many communications, direct or indirect, oral or written, do you think you have received from him?

The question is improper, but 'tis above replied to.

56. Have any of these communications had any reference to Baroda matters; that is, to matters pending, or that have pended at the Residency?

Improper again, but above replied to.

57. Have you, since you ceased to be Acting Resident, had communications, direct or indirect, oral or written, with any other members or ex-members of the Residency native establishment relating to matters pending, or that have pended at the Residency?

Question improper in my opinion, but easily answered, and in one word, No; unless a note from Narrayen Row, telling of his suspicion, is considered a communication.

58. If so, have the goodness to enumerate the person or persons with whom you have had communications?

Question answered above.

59. State also the matters, regarding which such communications have taken place?

The question is above replied to.

60. Were

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60. Were you, previous to the 15th November 1848, aware that Nursoo Punt was connected by family ties with Baba Nafra?

I should fancy not, as ere reaching Baroda in November, I should doubt if I ever heard of either's name.

61. Did you ever, in Bombay or elsewhere, orally or by letter, inform Mr. Battye that Nursoo Punt had deceived you as to the Joitabaee case, or words to that effect?

Question improper, but easily answered; I have no recollection, and could not have so informed Lieutenant Battye, for to this day I do not believe that Nursoo Punt deceived me in the case in question. I was less in the hands of a native agent than many I could name, from temperament, a high appreciation of native worth, and a natural fondness of their society, though I saw far less of them at Baroda than was desirable; whence gathered, I can't now of course say, but on my mind the belief is strong, that I reported to Government as near the facts of the case as may be in such matters generally, that the belief of the people of Baroda was as given; and here I add, the names of some I believe I derived my impression from: Meer Surferaz Alli, the Nuwab of Baroda, Gopall Row Myral, Bheema Shunker, and his brother Bhow Shastrees, with of course Govind Row Rori, the Durbar karbharee, who often went with me long rides; and when of course I asked the opinions of the Durbar generally, and since coming here Baba Phurkey confirmed those impressions. He was no friend surely of the late native agent, but in addition, I add my strong impression that if Bheema Shunker, Gungadhur Shastree and Gopall Row Myral (both, I am informed, members of a late punchayet), are separately and quietly asked their opinions, they will concur in those I have given in my reports, as "opinions of all here," all at Baroda that is.

(signed) *J. Outram*, Resident.
Baroda, 23 June 1851.

(signed) *P. T. French*,
Late Acting Resident Baroda.

Taken on oath before the Court of Requests, Bombay, this 3d day of July 1851.

(signed) *J. L. Johnson*,
Commissioner and Clerk.

(O.)

EXTRACT from a Memorandum Book from September 1844 to the end of 1846.

Extract from page 45, dated Bradrapud Sood 3d, Sumvut 1901, (4 September 1845, A. D., Thursday).

"The head of the firm at Baroda of Hurree Bucktee, Bechurbhaee Shet, having been ill for about 15 months of rheumatism, &c., received God's order (died) on Wednesday, about the last watch in the night. He has two wives,* the elder has a son about three years of age, by name Purshotumbhaee. Bechurbhaee held the Company's guarantee."

(signed) *Nursoo Luxman.*

(True translation.)
(signed) H. Jameson, Assistant Commissioner.

* S. O.

(P.)

EXTRACT from Page 9 of Memorandum Book for 1847; dated 22 March 1847, *alias* Chyter Soodh 6 (Monday), 1903.

"As written on the 45th page of the Memo. for the 4th September 1845, Parek Bechurbhaee of Hurree Bucktee's died. At that time his second wife had no issue. After that, in January 1846, *alias* in the month of Poush, I heard that the younger wife had a son, and some days after that the child was named, and the Guicowar and suite went to that ceremony, and an invitation was sent to the Resident, but he did not go. That child, according to custom, was betrothed, and all other ceremonies performed to this day according to the custom of the caste. But now, on the 12th Fulgoon Sood, or 26th February 1847, I heard that the day before some two or four coolies, from some village, came, and went to the younger wife's father's house, and told her father, Bana, that he had given them a writing for their child, promising money, and that he should either pay the money as promised, or return the child; and thus having in this manner spoken and disputed, they went to Hurree Bucktee's shop, and there having taken their statements, and having collected the mahagins of the caste, and having passed a writing, to the effect that Bhana was an outcaste, put their marks upon it, and put the younger wife in another separate room in the house; and to-day I understand that yesterday, having taken some writing from the younger woman, having sent guards to Bana's house, he and his household are kept in custody in the house. They took the younger wife with the nurse, who were staying there, to Hurree Bucktee's house; and that Bhana's wife (Lardbaee), when the guards came to the house, having got out, went to complain to the authorities; but, not finding any one to listen to her, she has concealed herself somewhere."

(signed) *Nursoo Luxmon.*

(True translation.)
(signed) H. Jameson, Assistant Commissioner.

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(Q.)

No. 70 of 1847.—Political Department.

From *W. C. Andrews*, Esq., Acting Resident, Baroda, to *Arthur Malet*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to forward, to be submitted for the information of the Honourable the Governor in Council, a memorandum of events currently reported in this town to have recently occurred, in which the banking firm of Hurry Bhugtee, holding the guarantee of the British Government, is immediately concerned, and which may hereafter lead to disputes requiring the intervention of the British Government in virtue of its guarantee.

I have, &c.
(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency, 22 March 1847.

MEMORANDUM.

BECHUR SAMUL, proprietor of Hurree Bhugtee's firm, died on the 4th September 1845, leaving two widows, and one son by the first wife, named Pursotum, then about three years of age, and who is, of course, the heir to the firm. The second wife was then childless. In January 1846 it was heard that the second wife had given birth to a son, and some days afterwards the ceremony of giving a name to this infant was solemnized, which was attended by his Highness the Guicowar; the Resident was invited, but he did not go; afterwards, according to the custom of the caste, (Vissarlad Banians) the child was betrothed, and a feast given to the caste. On the 26th February last it was reported that some Coolies had come to Baroda, and gone to the house of Bhana, the second wife's father, and raised a dispute with him, demanding that as, according to agreement, the money for the child taken by him had not been paid, it should be restored. They then proceeded to the firm of Hurree Bhugtee, where the statements of the Coolies were taken down in writing, and the principal people of the caste were assembled together, who decided that Bhana had committed a fraud, and that he should be accordingly turned out of the caste; and it was decided also that the child was a Cooly. A writing was executed to that effect. The second wife was then, in consequence of this, placed in confinement in the house of the firm. It is reported to-day that yesterday a writing was taken from the second wife, acknowledging the child to be spurious, and a guard was placed over the house of Bhana, the second wife's father, and he and the inmates placed in confinement in the house. The child, who had been up to this time in the house of Bhana, was taken to the house of Hurree Bhugtee's firm. Bhana's wife, it is said, escaped, and went to complain to the Durbar; but, not being attended to, she has concealed herself somewhere, from the fear of being confined also. The affairs of the firm are conducted by the mooneem goomashta, Baba Nafray, it is said, under a will or deed executed by Bechurbhaee before his death, appointing Baba to act during the minority of his (Bechurbhaee's) son, Pursotum. This affair has been entirely conducted apparently within the house of the firm; his Highness has not publicly interfered, nor has any notice of the circumstances been brought publicly to the Residency.

(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency, 22 March 1847.

ENUMERATION OF CHARGES

Against *Nursoo Luxmon*, commonly called *Nursoo Punt*, late Native Agent to the Residency at Baroda.

CHARGE I.

THAT in the case of Joitabaee Settanee, a suitor for redress at the hands of the British authorities, Nursoo Punt conveyed, or caused to be conveyed, erroneous

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully in the following instances:—

First Instance.

Inasmuch as between the 2d and 15th of November 1848 he communicated to Captain French an erroneous account of certain petitions from Joitabaee Settanee and her mother Larbaee, then lying untranslated in the Residency Office, thereby misleading Captain French, to the prejudice of Joitabaee Settanee.

Second Instance.

Inasmuch as he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joitabaee Settanee to have been impotent for such a length of time previous to his decease as proved the alleged pregnancy and delivery of Joitabaee Settanee to have been fictitious; and that the fictitious nature of the alleged events was so notorious at or soon after the date of their occurrence, that Sir Robert Arbuthnot, Baronet, then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joitabaee's child.

Third Instance.

Inasmuch as he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joitabaee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required to secure the transmission, for submittal to the Resident's review, of the proceedings of the punchayet that had assembled at my instance to investigate the complaints preferred by Joitabaee Settanee against Baba Nafra, the moonim goomashta of her late husband's bank.

Fourth Instance.

Inasmuch as when directed by Captain French to draw up a summary of a petition, addressed by Joitabaee Settanee to the Right honourable the Governor in Council of Bombay, and dated 7th of May 1849, and its enclosures (copies of petitions), he prepared, or caused to be prepared, and gave, or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an inaccurate description of its enclosures, knowing that the said incorrect version and inaccurate description were to be transmitted to the Right honourable the Governor in Council of Bombay.

CHARGE II.

That in the case of Govind Row Guicowar he allowed a false claim, to the extent of nearly (3) three lacks of rupees, set up by Baba Nafra, to be prosecuted in my office, without expressing to me the slightest doubt of the justice of the said claim, though he knew it to be unjust, and that he culpably withheld from my notice documents in his custody,* which proved the unjust nature of the claim, thereby betraying his trust as head of the native establishment of the Baroda Residency.

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* 1. A memorandum of account, submitted by the firm of Hurry Bhugtee, dated 10th Falgoon Sood, Sumvut 1898 (February 1842).

2. A yad, presented by the same firm, dated 7th Ashood, Sumvut 1901 (11 January 1845).

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Charge III.

That he was guilty of a similar betrayal of his trust in the case of Gorajee Pole in the following instances:—

First Instance.

Inasmuch as he had connived at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement on the part of the individual to whose management the estate had been confided.

Second Instance.

Inasmuch as he allowed a certain lease * to be abandoned or cancelled without bringing the circumstances to the notice of the Resident, though well aware that by maintaining the leases on the original terms the revenues of Gorajee Pole would have been preserved intact.

Charge IV.

That he, on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, the sum of (20,000) twenty thousand rupees as a bribe, given apparently with a view to secure his (Nursoo Punt's) services in behalf of the firm; supposed to be on account of the case then pending before Government concerning the dispute between the above firm and the sons of the late Gungadhur Shastree.

Charge V.

That he, on or about the 19th or 20th of October 1848, received from Baba Nafra, as a bribe, the sum of (28,070) twenty-eight thousand and seventy rupees, being in part payment of a sum of 78,070 rupees, to be paid by Baba Nafra for the exercise of his influence in Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabaee Settanee.

Charge VI.

That on or about July 1848 he instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council.

Charge VII.

That at various times between the 12th of September 1848 and the 1st of May 1850 he made an improper and unauthorised use of the name of the Honourable Mr. Reid, late Member of Council, and encouraged the belief at Baroda that he enjoyed the support and confidence of that gentleman.

(signed) *J. Outram,*
Resident.

Baroda Residency, 10 June, 1851.

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* Dated 14th September 1844, by which the patells bound themselves to make good the revenues of the three villages, to the amount of (5,701) five thousand seven hundred and one rupees per annum for seven years, giving " nisha " (banker's security) for the same.

LIST of DOCUMENTS and WITNESSES in support of the First Charge.

Second Instance. *Vide* paras. 37 to 50 of Section II., second section; also Captain French's Letter of 15th Nov. 1848.	*Vide* page 1 of accompanying compilation of the Joitabhaee's case.	1. Letter to Government, dated 31st March 1851 (No. 47), with accompanying Report.
	Submitted, Remark No. 1.	2. Petitions from Joitabaee Settanee. 1. To the Right Honourable Lord Falkland, dated 21st December 1848. 2. To Captain French, dated 30th December 1848.
Third Instance. The whole Report on the Joitabaee case.	Original Petitions submitted, Packet No. 2.	3. To the Right Honourable Lord Falkland, dated 7th May 1849, with enclosed copies of three Petitions to Captain French, dated 10th and 20th April, and 7th May.
	Vide para. 115, section II. of Joitabaee's case.	4. Translated substance of the above (No. 3, and its enclosures), as furnished to Government by Captain French.
Fourth Instance. The Documents numbered 3 and 4 of the List.	*Vide* Appendix (K.) of Joitabaee's Report.	5. Judicial Commissioners' Report.
	Vide Appendix (L.) ditto.	6. Medical Committee's Report.
	Vide Appendix (A.) to ditto.	7. Petitions of Joitabaee and her Mother to Government, and to the Resident, and Replies thereto.
	Vide Appendix (B.) and (D.) to ditto.	8. Petitions of Joitabaee and her Mother to the Durbar, and Replies.
	Vide Appendix (J.) of ditto.	9. Correspondence between the Residency and Durbar.
	Submitted in Packet No. 3.	10. Translated Petitions handed up to Government by Captain French with his Letter, dated 15th November 1848.
First Instance.	Submitted in Packet No. 4.	11. Untranslated Petitions referred to Captain French in that Letter.
	Vide Appendix (E.) to (G.) of Joitabaae's Report.	12. Depositions recorded by the Punchayet. 13. Finding of the Punchayet.
	Vide Appendix (M.) of Joitabaee's Report.	14. Lieutenant-colonel Outram's Analysis of Evidence, and Remarks thereon.

WITNESSES:

Lieutenant Battye, Assistant Resident.
Narrain Row, Residency Carkoon.
Hurry Appajee, Residency Carkoon.
Bhanabhaee, Father of Joitabaee Settanee.

(signed) *J. Outram*, Resident.

PROCEEDINGS.—FIRST CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere*,
Special Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

PROCEEDINGS.

Baroda, 11 June 1851.

Mr. W. E. Frere, the Commissioner appointed in Mr. Chief Secretary Malet's letter, No. 165, of the 16th ultimo, under Act XXXVII. of 1850, to investigate charges brought by Colonel Outram, Resident at Baroda, against Nursoo Luxmon, late native agent, having arrived here this morning, information is communicated to Colonel Outram and Nursoo Luxmon.

(signed) *W. E. Frere.*

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12 June 1851.

Received letter from Colonel Outram, c. b., dated 10th May (for June) 1851, enclosing seven charges preferred by him against Nursoo Luxmon, together with lists of witnesses and documents by which these charges are to be supported. The letter is recorded, and attested copies of the charges and lists are sent to Nursoo Luxmon, and his receipt for the same is recorded, and Monday next, the 16th instant, is appointed, under section 10 of the above Act, for commencement of the inquiry.

(signed) *W. E. Frere.*

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16 June 1851.

The Commissioner proceeds this day with the inquiry, and Nursoo Luxmon being in attendance, the prosecutor having exhibited his articles of charge, they are read over to the accused, at his request, in Maratha, and his pleas taken in that language, and the whole recorded in English as follows:—

That in the case of Joitabaee Settanee, a suitor for redress at the hands of the British authorities, Nursoo Punt conveyed, or caused to be conveyed, erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully in the following instances:—

First Instance.—Inasmuch as between the 2d and 15th November 1848, he communicated to Captain French an erroneous account of certain petitions from Joitabaee Settanee and her mother, Larbaee, then lying untranslated in the Residency office, thereby misleading Captain French, to the prejudice of Joitabaee, Settanee.

Plea:—Not Guilty.

Second Instance.—Inasmuch as he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joitabaee Settanee, to have been impotent for such a length of time previous to his decease as proved the alleged pregnancy and delivery of Joitabaee Settanee to have been fictitious; and that the fictitious nature of the alleged events was so notorious at or soon after the date of their occurrence, that Sir Robert Arbuthnot, Bart., then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joitabaee's child.

Plea:—Not Guilty.

Third Instance.—Inasmuch as he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joitabaee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required to secure the transmission, for submittal to the Resident's review, of the proceedings of the punchayet that had been assembled at my instance to investigate the complaints preferred

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preferred by Joitabee Settanee against Baba Nafra, the moonim goomashta of her late husband's bank.

Plea:—Not Guilty.

Fourth Instance.—Inasmuch as when directed by Captain French to draw up a summary of a petition, addressed by Joitabaee Settanee to the Right honourable the Governor in Council of Bombay, and dated 7th of May 1849, and its enclosures (copies of petitions), he prepared, or caused to be prepared, and gave or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an inaccurate description of its enclosures, knowing the said incorrect version and inaccurate description were to be transmitted to the Right honourable the Governor in Council of Bombay.

Plea:—Not Guilty.

Second Charge.—That in the case of Govind Row Guicowar he allowed a false claim, to the extent of nearly (3) three lacs of rupees, set up by Baba Nafra, to be prosecuted in my office, without expressing to me the slightest doubt of the justice of the said claim, though he knew it to be unjust, and that he culpably withheld from my notice documents in his custody. 1. A memorandum of account, submitted by the firm of Hurry Bhugtee, dated 10th Falgoon Sood, Sumvut 1898 (February 1842). 2. A yad, presented by the same firm, dated 7th Ashoo Sood, Sumvut 1901 (11 January 1845), which proves the unjust nature of the claim, thereby betraying his trust as head of the native establishment of the Baroda Residency.

Plea:—Not Guilty.

Third Charge.—That he was guilty of a similar betrayal of his trust in the case of Gorajee Pole, in the following instances:—

First Instance.—Inasmuch as he had connived at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement on the part of the individual to whose management the estate had been confided.

Plea:—Not Guilty.

Second Instance.—Inasmuch as he allowed a certain lease, dated 14th September 1844, by which the Patells bound themselves to make good the revenues of the three villages, to the amount of (5,701) five thousand seven hundred and one rupees per annum for seven years, giving "nisha" (banker's security) for the same, to be abandoned or cancelled, without bringing the circumstances to the notice of the Resident, though well aware that by maintaining the leases on the original terms the revenues of Gorajee Pole would have been preserved intact.

Plea:—Not Guilty.

Fourth Charge.—That he, on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, the sum of (20,000) twenty thousand rupees as a bribe, given apparently with a view to secure his (Nursoo Punt's) services in behalf of the firm; supposed to be on account of the case then pending before Government concerning the dispute between the above firm and the sons of the late Gungadhur Shastree.

Plea:—Not Guilty.

Fifth Charge.—That he, on or about the 19th or 20th of October 1848, received from Baba Nafra, as a bribe, the sum of (28,070) twenty-eight thousand and seventy rupees, being in part payment of a sum of 78,070 rupees, to be paid by Baba Nafra for the exercise of his influence in Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabhaee Settanee.

Plea:—Not Guilty.

Sixth

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Sixth Charge.—That on or about July 1848, he instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council.

Plea:—Not Guilty.

Seventh Charge.—That at various times, between the 12th of September 1848 and the 1st of May 1850, he made an improper and unauthorised use of the name of the Honourable Mr. Reid, late Member of Council, and encouraged the belief at Baroda, that he enjoyed the support and confidence of that gentleman.

Plea:—Not Guilty.

The prosecutor then proceeds to address the Commissioner in explanation of the first charge.

The Commissioner proceeds to record the documentary evidence exhibited for the prosecution on first instance of the first charge.

The prosecutor gives in Captain French's letter to Government, No. 282, dated 15th November 1848, with translations of petitions annexed, which are recorded (A.)

Forty-eight untranslated petitions, which are recorded (B.) 1 to 48; of these 22 are copies of petitions, and the other 28 originals. *Vide* infra, 18 June.

In support of the second instance of the first charge, the prosecutor exhibits, letter from Colonel Outram to Government, No. 47, dated the 31st March 1850, by mistake for 1851, with accompaniments (A.) to (N.), which is recorded (C).

In support of the third instance of the first charge, the prosecutor exhibits the above letter recorded (C).

In support of the fourth instance of the first charge, the prosecutor exhibits petitions from Joitabhaee, dated 7th May 1849, and 10th and 20th April in that year, recorded (D.) 1, (D.) 2, (D.) 3 and (D.) 4.

Translated substance of the same, *vide* paragraph 115 of the report, recorded (C.), and also the original, which is recorded with Captain French's letter, No. 199, dated 21st July 1849 (G).

Petition of Joitabhaee Settanee to Lord, Falkland, dated 21st December 1848 (E).

Her petition to the Acting Resident, dated the 30th December 1848, and his answer (F).

The prosecutor calls in the following witnesses:

Lieutenant *Montague Battye*, is sworn, and Examined by the Prosecutor. **Lieut. M. Battye.**

I recollect speaking with Captain French, during the first fortnight of his residence here, regarding the Joitabhaee case, as being a case in which several papers had been translated, and there were several to be translated, which it was Colonel Outram's intention to submit to Government. I had never read the untranslated ones, but some of the translated ones I translated myself. I never read the untranslated ones, and so never expressed an opinion regarding them. I do not recollect having ever expressed an opinion about the translated ones; they were all sent for Captain French's perusal. Those which I did not translate before Colonel Outram left, were I believe translated by Mr. Hykoop, the head clerk in the office. I mentioned to Captain French that you always thought in the Joitabhaee case, that she had been very hardly treated, and that it was a case in which Government would certainly interfere. I cannot say positively, but I should say the native agent with whom Captain French was in communication for several hours daily, was the person he consulted on the case. Narain Rao was not in the habit of attending Captain French during the first 15 days after his arrival, as he was always with me in the office. I have often heard Captain French say that the general

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general opinion was of Joitabhaee's husband's impotency, but I cannot say that it was prior to the 15th November; he never told me who had said so. When I was in Bombay in January or February last, Captain French told me that you had expressed, before you went to Egypt, doubts as to Joitabhaee's chastity. I do not recollect ever having heard it from him before; I never expressed an opinion to Captain French, regarding Joitabhaee's chastity. The initials on the document now shown me are mine. To the best of my belief, the document is a translation of a summary made by the native agent, which he was in the habit of doing; but I cannot swear to it, as the native document itself is not forthcoming. Native summaries were invariably made by the native agent. My initials are to the document, as I believe it to be a true translation of the native document.

Cross-examined by the Accused.

Nárayen Row always brought papers to me to read and translate; I cannot specify any particular instances in which you made summaries of petitions, and which were to be translated. I do not know that you advised Captain French. I merely said that he was in consultation with you daily. I do not recollect your coming to me after Captain French had made his report, and saying that he had given an opinion in some new way on the subject. I told Captain French at the time I gave over charge of the Residency to him, that Joitabhaee's case was laid over, because there were several papers to be translated; at least that was the case, to the best of my belief. I think I must also have told him, that Larbhaee's deposition was still to be taken, and that was the reason the case was laid over. Captain French was in the habit of having any carcoons that were available from the office, to open his letters and read native papers and petitions as well as you, after the 15th November, but he might have had them before; I cannot fix the date, but he used to converse with you some time during the day regarding cases. It was his general custom to have all letters opened in his presence. I never gave any answer to Captain French, when he told me of the common report of Joiteebhaee's husband's impotency. Captain French never told me that he had heard these reports from you. I had doubts at that time of the clearness of the case. I was in the habit of having the whole papers read to me when I had to make a summary translation of a case, but when you made a summary I only translated that paper. I do not recollect your having to make summaries of petitions or memorandums which were to be translated, with the exception of the one above alluded to. I cannot swear that there was a summary made of Joiteebhaee's petition, the substance of which I translated. It was not your business to see that translations were correct or not.

Re-examined by the Prosecutor.

The native agent was responsible for the summaries that came before me; I made a search for the summary in his case, but it was not forthcoming. I did not hear any of the establishment say that they had any recollection of it. No erroneous summaries or translations of them could have passed through the office without Nursoo Punt's knowledge of the contents of them. I do not think Captain French was sufficiently intimate with any of the carkoons to have conversed with them within the first 15 days of his holding office on the subject of this case; I do not think during the first few days that Captain French was in office, I cannot say 15, or any exact number, that Narayen Row or any of the carkoons went to him. Nursoo Punt was over here for two or three hours daily after breakfast with Captain French; I think Captain French consulted Nursoo Punt concerning the pending cases; he always had a very high opinion of him.

Cross-examined by the Accused.

Captain French made his reports as he thought fit, not according to your advice, that I know of.

Examined by the Commissioner.

I gave over charge of the office to Captain French on the 2d or 3d November, I cannot exactly say which; I have been here as Assistant since October 1849; Sir Robert Arbuthnot was not resident then, Colonel Outram was. I am not aware

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aware that Sir Robert Arbuthnot refused to countenance the ceremony of naming Joitabhaee's child. The substance of petitions to be translated was generally made by the petition being read over to me. The translated substance of the petition of the 7th May 1849 is in my handwriting; I have no means of recalling to memory whether I had any substance of the petition to translate, or whether I made the translated substance from the petition itself. I believe that Nursoo Punt kept in the office all the reports he made on petitions, but I do not think there was a regular file kept of them in the office. The order to make a report or extract the substance of a petition, was a mere verbal order I think; a verbal order was considered sufficient. I do not recollect any instance of an endorsement to make a report or extract the substance of a petition. I used to converse with Captain French prior to the 15th November on all cases pending at that time, but I do not recollect conversing on Joiteebhaee's case particularly.

The witness having had the above read over to him aloud, withdraws.

The prosecutor states that he does not wish to call the other witnesses mentioned, and that therefore closes his case on this charge.

Nursoo Punt requesting to be allowed until Saturday next, the 21st instant, to prepare his defence, the inquiry is adjourned until that day.

Baroda, 18 June 1851. (signed) *W. E. Frere.*

The Commissioner having on perusing the 48 documents (B.) 1 to 48, given in by the prosecutor on the 16th, discovered that they were all of subsequent date to the 15th November 1848, and consequently could not bear on the case, gave intimation of it to the prosecutor and accused, and both being in attendance, the prosecutor requests those documents might be returned to him as given in by mistake, and 48 others, being 28 documents, and the rest enclosures, bearing dates prior to the 15th November, might be substituted, which is done accordingly, and they are recorded (B.) 1 to (B.) 28; and the accused stating that he does not require a longer adjournment than to Saturday next, as previously appointed, the inquiry is accordingly adjourned to that date.

(signed) *W. E. Frere.*

Baroda, Saturday, 21 June 1851.

The Commissioner resumes the Inquiry from the 18th instant.

The prosecutor and accused are in attendance.

The accused informs the Commissioner that he has not been able, from the large mass of papers he has had to read, to prepare his defence, and requests a further delay until Monday next; and as the prosecutor offers no objection, his request is complied with.

The accused requests that Narrain Row, Hurry Appajea, and Lieutenant Battye may be held in attendance on Monday next, as witnesses on his behalf; and the prosecutor engages to have the two latter in attendance, they being Government servants, and to obtain the attendance of the first named from the Durbar authorities if possible.

As the Commissioner is of opinion that Captain French's letter of the 22d February 1849, referred to in the 82d para. of Exhibit (C.) is required, the prosecutor is requested to produce it, which he does, and it is recorded (H.)

The prosecutor then informs the Commissioner, that in the 2d charge he wishes to add to the list of exhibits Mr. Boyd's letter of the 10th April 1842, No. 304, and to the witnesses the names of Lieutenant Battye and Mr. Hykoop. The Commissioner informs him that the exhibit and the names of the witnesses will be added to the list this day, so that the accused may have the three days' notice of their being offered; but that it must be left until the case would otherwise be closed before the Commissioner can determine whether these witnesses shall be called, and the exhibit filed.

The prosecutor also wishes to add to the witnesses on the 3d charge the names of Captain French, Lieutenant Battye, Mr. Hykoop, and Narrayenrow Chimnajee,

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Chimnajee, which is allowed, subject to the above reservation, and the names having been added to the lists furnished to the accused, the inquiry is adjourned until Monday the 23d instant.

(signed). *W. E. Frere.*

Monday, 23 June 1851.

The Commissioner resumes the Inquiry from Saturday last.

The prosecutor and accused are in attendance, and the accused makes a written defence, which is read and recorded (I.)

The accused requests, as Captain French is not present, that he might be examined by Commissioner, and offers the questions, from which leading and objectionable ones being struck out, the following translation of them is recorded.

You having taken charge of the office of Acting Resident at Baroda, on the 2d November 1848, on the 15th November 1848, made a report to Government regarding the child of Shetteanee Joitabhaee, wife of Bechur Samul, of Hurree Bhuctee's firm, about which a complaint had been made to Government. Is it true that you made this report after reading and considering the English correspondence and translated papers, and after having made yourself acquainted with the untranslated papers?

Were you aware when you made this report that the Guicowar authorities were, by a committee, inquiring into the case, and that their proceedings were to be submitted to the Resident?

Did you know from Colonel Outram's report of the 20th November 1847, and other papers, that the inquiry before the Guicowar authorities was stopped on account of Larbhaee's deposition, but that upon the receipt of that deposition a kind of appeal was to be made to the Residency, to be sent to Bombay?

Is it true that after you took charge on the 2d November, besides me, Govind Row Rolee and others were constantly coming to you, and conversing with you on all subjects?

Upon whose information did you give the common reports which you have mentioned in your report to Government?

Did I advise you, in your letter of the 15th November, or did you write it of your own accord?

Did any conversation take place between us after you sent the letter to be copied, in consequence of your informing me that you had recommended that the question should be referred to arbitration, and if so, what was it?

Did you make your reports to Government of the 22d February 1849, No. 55, and the 21st July, No. 199, on my information; and did you ever consult me on the subject of them?

From whence did you obtain the information you have given in your letter of the 21st February, that Sir Robert Arbuthuot did not attend the ceremony of naming Joitabaee's child?

What led you to give the answers endorsed upon Joitabaee's petition of the 30th December 1848, Exhibit (F.), now shown you?

What led you to give the answers endorsed upon Exhibits (D.) 1. and (D.) 2. now shown you?

Did you employ other carkoons besides me in reading papers and conducting business while you were Acting Resident?

Did you do all your work as Resident with my advice, or did you ever do anything without consulting me; and did you ever observe me trying to bias you in this or any other matter?

The prosecutor having given in papers of questions in cross-examination of Captain French, they are read, and irrelevant or objectionable questions having been struck out, the corrected paper is annexed (J.), and the two other papers together with documents (A.) (D.) 1. & 2. (G.) and (H.) are forwarded with commission to the clerk of the Court of Requests at Bombay, under Act VII. of 1841.

Wrote letter to the clerk fowarding the above (K.).

Lieutenant *Montague Battye* is called in; sworn, and Examined by the Accused.

Lieut. M. Battye.

The memorandum at the end of the petition in Exhibit (G.) is in my handwriting. All English petitions are put on the English records. I did not take the English petition of the 21st December 1848 from the records and compare it. When I wrote the memorandum, I do not know how you could tell what was in the English petition six months before; but you know full well what was in all the Mahratta and English papers in the office. I have seen the document (B.) 27, and do not think that a satisfactory deposition had been taken at that time from Lardbhaee by the Guicowar authorities. I do not think that one was received previous to Captain French's arrival; but it is so long ago, I do not recollect for certain.

Cross-examined by the Prosecutor.

I cannot recollect in what respect the deposition was unsatisfactory. I have not seen the papers for three years. The native agent is answerable for the endorsement attached to the memorandum. Narrayen Row could not give the purport of any petition in the office without Nursoo Punt's knowledge and permission. I think Nursoo Punt knew everything that went on in the office, whether English or native.

By the *Commissioner*.] My initials are placed at the foot of all native documents, to show that I know how the memorandum has been disposed of. I should say that I am answerable for the documents to which my initials are attached. I look to the native agent for the correctness of the documents to which my initials are attached. I do not think I require his signature, initials, or date upon them. It is not he who brings them to me for signature. I cannot say now what papers I had read to me when I signed this endorsement.

The witness having had his deposition read over to him aloud, withdraws.

Narayen Row Chimnajee is called in; affirmation administered, and Examined by Accused.

Narrayen Row Chimnajee.

I read all petitions that are to be translated by the Assistant or writers. When an abstract translation is to be made of a paper it is taken to the Assistant and read, and he abstracts from it. (D.) 3, was translated by my reading the paper to Mr. Battye, and he translated what he thought right of it. I do not recollect having made any translation of (D.) 2. Having read some of the paper, I recollect that I have read for translation thousands of times a paper to the same effect, but I cannot be certain that it was this. As my signature and minute is upon all I read for translation, I am quite certain that I read it at some time; but whether for translation or not, or to whom, I cannot remember. I also read (D.) 4, to Mr. Battye, but whether he translated it or not, I cannot remember. I do not know what Mr. Battye wrote in English as the substance of them.

Cross-examined by the Prosecutor.

I was not aware that I was to be examined on this subject. I do not go every day to consult with Nursoo Punt; I did not go to meet him at Chownee. I have been once to Nursoo Punt's, but have had no conversation with him on this subject; I have not heard, nor do I know, that all the office and the whole town know that Nursoo Punt was to be examined on this point. I know a little English; I can read a name. Mr. Battye wrote his translation of the petition of the 7th May while I was sitting on the floor, and he at the table; there was much said about some difficult words; I do not know what he may have written. When a question arose, we discussed it, and if he was in difficulty he looked in the dictionary; but that he did so in this case, I do not recollect. I have only to read, and I do not know what Mr. Battye writes. Once in a hundred times he sends the translations to the office to be copied by me, but generally he keeps them to correct, and sends them by a peon. Mr. Battye did not send the substance

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substance over to me, and ask if it was correct. I do not know whether Nursoo Punt knows the purport of all translations that leave this office; I inform Nursoo Punt of what papers have been translated. I have ever since been made aware of what Mr. Battye wrote as the substance of the petitions.

By the Commissioner.

Captain French came here about the 1st or 2d November 1848; all the establishment, carkoons, dufterdars, and all, went to him to do work. Nursoo Punt was dufterdar. Captain French did not call any particular carkoon; he sent for Nursoo Punt, or a carkoon. Before Nursoo Punt came, at 10 o'clock, he used to send for me. I have spoken to Captain French about the Joitabaee case; he never asked me any opinion of the case, only who the parties were. I have shown him the documents which were in the office against Joitabaee and Bechur Samul's character. The endorsement on (D.) 1, is in Nursoo Punt's handwriting, and so is that on (D.) 2. On the day the petition came, Captain French, Nursoo Punt, and I were in this very room, and part of the petition was read, and something occurring against the Guicowar, Captain French dictated an order and sent them back. I think the Guicowar's vukeel, Govind Row, was then present, but I am not quite certain; but something disrespectful being read, Captain French told Nurso Punt to send it back unread. Nursoo Punt said nothing to him; Captain French was not angry. Nursoo Punt did not say that it was unjust to send it back; I did not hear him say so. I do not recollect whether they both came the same day. Govind Row was only present one day, but whether that was the 11th or 21st, I cannot recollect; the other day only Nursoo Punt, Captain French, and I were present. The endorsement on (B.) 27 is in my handwriting; I wrote it at Mr. Battye's order; it was in his presence, when he was in charge of the Residency. Nursoo Punt was then in the office, but I am not quite certain. I do not think the endorsement bears the appearance of partiality; I wrote the endorsement at Mr. Battye's dictation; the first 13 lines I wrote myself, but from the words "afterwards on his being asked why Lardbhaee did not answer, &c.," was at Mr. Battye's dictation; not literally, but to the purport of what he said. It was shown to Nursoo Punt after I had got Mr. Battye's signature upon it. This was not a matter of importance, so I wrote it off all at once without correction or erasure. I did not read, that I can recollect, the 48 untranslated papers to Captain French.

The witness having heard the above read over to him aloud in Mussulmanee, withdraws.

Hurree Punt Appajee is called, and having had the affirmation administered to him, the accused says he does not wish to examine him.

Cross-examined by the Prosecutor.

Hurree Punt Appajee.

Narrayenrow can read English. The native agent sees all papers upon which endorsements are written before they are signed by the Resident. Sometimes, in trifling cases, Mr. Battye signs an endorsement in his office before it is shown to the native agent.

By the Commissioner.

I used to go to Captain French and read papers to him, but did not write the endorsements. I never read the 48 untranslated papers in Joitabhaee's case to Captain French. Bajaba, the moonshee, Abdool Reheman, and Nursoo Punt used to go to read papers to Captain French; they all three know Mahratta and Guzerattee; they were all employed before Captain French took charge.

The witness having heard the above read over to him aloud in Mussulmanee, withdraws.

The accused having no further witnesses to call, further consideration of the case is adjourned, pending the receipt of answers to the questions put to Captain French.

(signed) *W. E. Frere.*

Friday, 25 July 1851.

RESUMED this case from the 23d ultimo.

The prosecutor and accused are in attendance.

Read and recorded letters from the Commissioner to the Court of Requests, dated the 5th instant, returning Captain French's answers to the questions sent to him, and they are recorded (L.), (M.), and (N.)

The defence is therefore here closed, and the prosecutor requesting to be allowed till Monday the 4th proximo to prepare his reply in this case, and the accused offering no objections, his request is complied with, and the case adjourned to that date.

(signed) *W. E. Frere.*

Friday, 8 August 1851.

THE prosecutor having in a letter, dated 4th instant, requested the Commissioner to adjourn further proceedings to this day, in consequence of Lieutenant Pelly, who had aided him in the prosecution, being unwell, and enclosing a letter from the Residency surgeon, the Commissioner complied with the request, and proceedings, which had been adjourned on a verbal request on the 2d instant, were further adjourned to this day.

The prosecutor and accused being in attendance,

The prosecutor proceeds to address the Commissioner in reply to the accused's defence.

The prosecutor offers the following evidence in support of his reply, and to disprove the accused's defence:—

Two diaries kept by Nursoo Punt, as native agent, during the year from 1844 to 1847, to show that from the 4th September 1845, when Bechur Samul's death is noticed, until the 22d March 1847, when a notice similar to that reported to Government by Mr. Andrews on that date was entered, there is no mention whatever made of Joitabhaee or her case to prove that it was he misled Colonel Outram as to Sir R. Arbuthnot's not attending the naming of the child. The accused admitting it to be a memorandum book of his, no further proof is required, and extracts are taken and recorded (O.) and (P.)

Drafts of two reports in Nursoo Punt's handwriting, one on the sale of children, and the other on compensation for plunder claims, and Captain French's reports on these subjects to Government, to prove that Nursoo Punt was in the habit of tendering his advice to Captain French.

The Commissioner does not think these documents necessary. Captain French admits having consulted the native agent, and courted his opinion, so that further proof of it is necessary.

A letter addressed by Nursoo Punt to Baba Nafra, from Songhur, the year not given, to prove that he was on terms of intimacy with Baba Nafra, and interested himself in obtaining the release of Venaik Appa. As Nursoo Punt's relationship and intimacy with Baba Nafra do not form parts of the present charge against him, and the questions have only incidentally arisen, the Commissioner does not think this evidence requisite, and therefore does not record it.

The prosecutor wishes to call the jemadar of peons; Bowaneesing and Jairam, peons, to prove that a Residency peon was sent, by favour of Nursoo Punt, with Baba Nafra's family on their visit to Shakore in 1848.

For the same reason as stated in the last instance, the Commissioner does not think this evidence requisite, and therefore does not call the witnesses.

The prosecutor also wishes to call Mr. Battye, to prove that the endorsement of the 9th October, on the document (B.) 27, was never dictated by Mr. Battye, but smuggled into the proceedings with a view to deceive Colonel Outram's successor.

As Narayenrow has admitted that he wrote this endorsement at Mr. Battye's dictation, and that he showed it to Nursoo Punt after getting Mr. Battye's signature upon it, and the evidence would not go to prove either of the instances of

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of this charge, but merely Narayenrow's bad faith, the Commissioner does not think Mr. Battye's evidence requisite.

The Commissioner is of opinion that Mr. Andrew's letter of the 22d March 1847, No. 70, and enclosure, being the first report or suspicion of the Joitabhaee's misconduct, should be on the proceedings. The same is recorded (Q.)

The Commissioner remarking that Bajaba and Abdool Reheman had not been examined, though Hurreepunt mentions them as persons who read papers to Captain French, and thinking that one of them may have read the 48 papers in (B.) to him, offered to call them; but the accused stating that they did not take up important cases, but only trifling business, and that Narrayenrow, who has already been examined, was most probably the person who read the papers, he does not think anything would be gained by examining them.

The accused informing the Commissioner that the Guicowar having gone to the naming of the child, all reports were stopped, and that in his memorandum-book no entries will be found of reports or information received on that subject between the 4th of September 1845 and 22d March 1847, the inquiry into the first charge is closed.

(signed) *W. E. Frere.*

FINDING.

First Charge.

THE preamble of the first charge against Nursoo Luxmon, late native agent at Baroda, sets forth that, "in the case of Joetabhaee Settanee, a suitor for redress at the hands of the British authorities, he conveyed, or caused to be conveyed, erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully."

The whole history of the case of Joetabhaee Settance, according to Colonel Outram's view of it, is contained in his report to Government, No. 47, dated the 31st March 1851, which forms Exhibit (C.) in this case, and as Nursoo Punt's guilt or innocence on these charges does not depend on the merits of the Joetabhaee case, which it will be seen, in the Commissioner's remarks on the third instance of the charge, is a question between Colonel Outram and Captain French, the Commissioner refrains from making any sketch of the case at all, but will at once address himself to the four different instances into which this charge has been divided; and, although they were all tried at once, will consider the merits and give his opinion on each instance separately.

The first instance of Nursoo Punt's "false and unfaithful conduct" is, that "between the 2d and 15th November 1848, he communicated to Captain French an erroneous account of certain petitions from Joetabhaee Settanee and her mother Larbaee, then lying untranslated in the Residency office, thereby misleading Captain French to the prejudice of Joetabhaee."

In proof of this, Colonel Outram has produced Captain French's letter, No. 282, dated 15th November 1848, and enclosures (A.); 28 petitions and memoranda, with their enclosures (B.) 1 to (B.) 28; and Lieutenant Battye's evidence as a witness.

In the first para. of his letter (A.), Captain French informs Government that Colonel Outram had the "accompanying translations" prepared of papers in the case of Joetabhaee, widow of Bechurbaee Samuldas. In the second, that, in addition to those above mentioned, there were untranslated no less than 48 others, of a date subsequent to the concluding one translated, and in the fourth para. he writes as follows:—

> "The untranslated papers are very similar to those now forwarded; in fact, in many respects mere repetitions; a denial on one day of what on the previous one was admitted, subterfuge and evasion, but all on the part of the petitioner, Joetabhaee, and her parents."

This, Colonel Outram contends, is not a true account of the 48 untranslated papers, and that Captain French could only have obtained the erroneous account he gave of them from the native agent, Nursoo Punt. To prove the former assertion, he records the 28 papers (B.), which, with their enclosures, are supposed to constitute the 48 papers referred to; and to prove the latter, he

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he calls the Assistant Resident, Lieutenant Battye, who states (page 1225) that he never read the untranslated papers, and so never expressed an opinion regarding them; and from that the prosecutor assumes that it must have been from the native agent that Captain French obtained the opinion he has expressed, since Captain French, who arrived here only on the 2d or 3d November (page 1226), would not, at the end of 12 or 13 days, communicate anything to Government as fact, unless received from responsible people, like the Assistant Resident or native agent.

In his defence (para. 1), Nursoo Punt does not attempt to show how Captain French made himself acquainted with the contents of the untranslated papers, but urges that by examining the papers it will be apparent that Captain French's statement is correct, and that there is nothing of any great importance to be found in the untranslated papers which is not in the translated.

The question, however, is not whether these papers contain anything of importance not to be found in those submitted to Government, but whether they are, as asserted by Captain French, mere repetitions of those submitted to Government; a denial on one day of what on the previous one was admitted, subterfuge and evasion, but all on the part of Joetabhaee, Larbaee, and Banabhaee. We may therefore confine our inquiry to those of the untranslated papers (B.) 1 to (B.) 28, from or by Joetabhee and her parents. Of these, there are only the five following from Joetabhaee and Larbaee; Banabhaee having sent none.

Enclosure in (B.) 4, petition from Joetabhaee, dated 29th March 1848, informing the Resident that her mother had procured a trustworthy agent, and begging that he and her father may be supplied with copies of all the papers in her case now before the Durbar.

Enclosure in (B.) 5, petition from Joetabhaee, dated 8th April 1848, complaining that the copies of papers were not given to her father and agent, and begging that the sentries placed over her might be removed,.

Enclosure in (B.) 9, Ditto - ditto, dated 12th May 1848, complaining of the restraint put upon her, of her not getting copies of the papers, of delay, and of their wanting to take her mother's evidence in the Durbar instead of in her own House.

(B.) 19, Memorandum from Joetabhaee to the Resident, dated 22d August 1848, stating that she and her mother are not to blame for the delay which has occurred.

Enclosure in (B.) 23, memorandum from Joetabhaee, dated 4th September 1848, complaining that she had, as directed by the Resident, sent a memorandum twice to his Highness, but could not get it delivered to him.

Enclosure in (B.) 27, being Larbaee's deposition of the 26th September 1848, before his Highness the Gaekwar's authorities, Trimbuck and Bappoo Shastree, and these certainly do not bear out the description given of them in the 4th para. of Captain French's letter (A.), nor do they bear out the memorandum at the end of the translations which accompanied Captain French's letter, that the purport of them is contained in the correspondence. Nursoo Punt, with great justice, observes in the latter part of the 2d. para. of his defence (I.), that it would be a great hardship if people in his position were made answerable for the mistakes Europeans might make when translating Maratha or Goozerattee papers into English, and that no one would ever wish to make them; so that if he can show that he did not inform Captain French, or, if he informed, that he did not willfully mislead him, he cannot, even though he now upholds Captain French's description of the papers, be held responsible for Captain French's assertions. Apparently with this object, Nursoo Punt calls Captain French as a witness, and he states (M.) Question 1, that he does not recollect having had the untranslated papers read to him, but must have gathered their contents from the Assistant Resident or native establishment. (Question. 12). That he usually employed the native agent in reading papers and conducting business, but occasionally employed other carkoons.

It has been shown above, that Mr. Battye did not give Captain French his opinion on those papers. Narayenrow, also summoned on the defence, says (page 1230) that he did not recollect having read these untranslated papers to Captain French; and Hurree Punt distinctly says (page 1230) he never read them; but mentions Bajeba and Abdool Rehman as persons who used to go to Captain French to read papers. These two men, though the

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Commissioner suggested it to him (page 1232), the accused did not call as witnesses; and; consequently, it lies between Nursoo Punt and Narrayenrow which of them gave Captain French the opinion he has communicated to Government of what were the contents of these papers; for Captain French does not show that Nursoo Punt was not the man, and Nursoo Punt failing to show who did communicate them to him, the presumption, as said before, must be, that having been in office only 12 or 13 days, and writing upon an important case, Captain French could not have trusted to any less responsible person than the native agent for the information he gave to Government.

Captain French, however, on cross-examination, relieves Nursoo Punt from all responsibility arising from this presumption; for, (N.) in answer to the 22d Question, he says he believes he was justified in designating the untranslated papers in the way he did, when having them read over by a carkoon, without ascertaining from the Assistant Resident or native agent whether their impressions were the same, and he knows of no reason for changing that belief; and (Question 61) to this day he does not believe that Nursoo Punt deceived him in this case. Thus taking the entire responsibility upon himself.

The prosecutor, in reply, offers no evidence in refutation of the défence on this instance, except that (page 1231) Nursoo Punt was in the habit of tendering advice to Captain French; but as Captain French (M.) 13. states that he always encouraged him to express his real feelings, this evidence is not required; and it is for Captain French to show that the 48 untranslated papers, whether those filed in this case, or some others, to which he refers, will bear out the description he has given of them; for, whatever probabilities there might be that it was Nursoo Punt gave him the description of them, Captain French is, in the first instance, the person responsible for his own account of them.

Second Instance.

The second instance of Nursoo Punt's "false and unfaithful conduct" is, "that he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joetabhaee Settanee to have been impotent for such a length of time previous to his decease, as proved the alleged pregnancy and delivery of Joetabhaee to have been fictitious; and that the fictitious nature of the alleged events was so notorious at or soon, after the date of their occurrence, that Sir R. Arbuthnot, then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joetabhaee's child.

In support of this instance of the charge, Colonel Outram has produced Captain French's letter to Government, No. 282, dated 15th November 1848, (A.).

Captain French's letter to Government, No. 55, dated 22d February 1849, (H.).

Colonel Outram's letter to Government, No. 47, dated 31st March 1851, with accompaniments, (C.)

And, as in the last instance, Lieutenant Battye's evidence, (page 1225).

Captain French, in the 5th para. of his letter of the 15th November 1848 (A.), writes, "In a case of this nature we meet with impediments at every step in the investigation. The honour of a female of an ancient and respectable firm is concerned. One widow of the deceased banker states that the other had the usual monthly visitations after the death of her husband; and he, the people here assert, was unable to beget progeny for a period that, if true, would at once settle the point." And in the 6th para. of his letter of the 22d February 1849 (H.) he, further writes, "The entire bearing of all concerned is so bad, and the case so notorious in the town, and was from the very first, Sir R. Arbuthnot réfusing to visit the house on the occasion of the child being named, that I am of opinion Government would be fully borne out in cancelling the guarantee," &c. &c.

Colonel Outram's letter (C.) submits to Government a most voluminous and elaborate history of the whole case; but the paras. bearing most immediately upon this instance of the charge are to be found in the Report No. 2, from 37 to 50, and paras 82 and 83. These, acquitting Captain French of all suspicion of anything but the purest regard for justice, proceed to show how miserably he had been deceived in the view he took of the case, and contain arguments to prove

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prove that it was by Nursoo Punt he must have been deceived; and in the 83d para. writes Colonel Outram, "That the deception practised on Captain French originated with Nursoo Punt, there can be no doubt; he had, as will be seen by reference to Mr. Andrews' letter, quoted from in para. 2, apparently attempted to palm the same argument on that gentleman; at all events, he did so on me very soon after I assumed charge of the Residency;" thereby directly charging Nursoo Punt with having tried to lead him (Colonel Outram) to entertain the belief he subsequently instilled into, or did not eradicate from, Captain French's mind.

The impression conveyed to Mr. Andrews, we find from his letter above alluded to, Exhibit (Q.) No. 70, dated 22d March 1847. In this he reports the commencement of the Joetabhaee feud, and mentions, that to the ceremony of naming the child, "the Resident was invited, but did not go."

Seeing that the charge against Nursoo Punt was general, "conveying erroneous information to his official superior," the Commissioner, although the specific instance given is of Nursoo Punt's conduct towards Captain French, pointed out to him that this para. contained a direct charge of also misleading Colonel Outram, which would come within the general charge, so that he might defend himself from it.

Lieutenant Battye, who is called as a witness, says (page 1225-26), that he had often heard Captain French say that the general opinion was of Joetabhaee's husband's impotency, but cannot say that he heard it before the 15th November. Captain French never told him who had said so; that he never (page 1226) expressed an opinion to Captain French regarding Joetabhaee's chastity; that he never (page 1226) gave any answer to Captain French when he told him of the common report of Joetabhaee's husband's impotency, and Captain French never told him that he had heard the report from Nursoo Punt; and though he cannot say positively, he would say (page 1225) that the native agent, with whom Captain French was in communication for several hours daily, was the person he consulted on the case; and (page 1227) he was not aware that Sir R. Arbuthnot refused to countenance the ceremony of naming Joetabhaee's child. From this, as in the former instance, Colonel Outram deduces that Captain French, not having obtained his information from his Assistant, must have received it from his native agent.

Nursoo Punt, in his defence, calls for Captain French's evidence to prove that he could easily have discovered what he asserted from the records, and from conversation with those who came to see him, with whom he frankly conversed. In the 2d para. he denies that he was Colonel Outram's informant on the subject, and suggests that Mr. Andrews' letter referred to above was the source from whence Colonel Outram derived his information, but that now, as he has suspected him, Nursoo Punt, he attributes all that is wrong to him. He also, in the 3d para., denies that he was Captain French's informant; but asserts that there is written proof in the bazaar that the reason assigned by Captain French had been given by Sir R. Arbuthnot himself, as his reason for not attending the ceremony; and in the 4th para. he declares, that as he never knew what Captain French's opinion was on the subject, he could not disabuse his mind of it.

Captain French in his evidence (M.) says, that he made his report of the 15th November 1848, after having read the English correspondence and translated papers (question 5), and that the reports mentioned in it were given on the information recorded, and he concludes he made inquiries from many others; but (q. 6) he concludes he asked the native agent on many points before writing his report. With regard to his letter of the 22d February 1849, Captain French (q. 8) had then become a good deal versed in the case from conversation with many, and concludes he spoke with the native agent ere writing, but has no positive recollection; and (q. 9) that the information regarding Sir R. Arbuthnot's not attending the ceremony of naming the child was obtained from the English compilation. In his cross-examination (N.), he says (q. 33) that he cannot say now, at the end of 30 months, whom he meant by "the people here," but supposes the impression arose from reading and conversing with all of the Residency, with the Durbar Vukeel, and any others; and (in q. 43) concludes that he meant Government to infer, from the 6th para. of his letter, No. 55, that the notoriety of the case was the reason for Sir Robert Arbuthnot's not attending, and that Sir R. Arbuthnot says as much in his letter; and (q. 49) that no search of the records

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records was required to test the accuracy of the account, as Sir R. Arbuthnot's letter and the reply of Government are in the compilation, or his memory deceives him; thus throwing all responsibility for his assertion upon the letter from Sir R. Arbuthnot. But we shall see below that it must have been to a letter of Mr. Andrews', and not of Sir R. Arbuthnot's, that Captain French refers.

Narayen Chimnajee was also called as a witness on the defence, and he (page 1230) deposes to having shown Captain French the documents which were in the office against Joetabhaee and Bechur Samul's character.

In his reply the prosecutor produces two memorandum books, kept by Nursoo Punt when native agent, to show, that from the 4th September 1845, when Bechur Samul died, to the 22d March 1847, when notice similar to that communicated by Mr. Andrews to Government on that date was taken of the case, no mention is made of Joetabhaee and her business; the extracts of these two days the Commissioner has recorded (O.) and (P.)

Nursoo Punt (page 1232) accounts for no entries being to be found in his memorandum book connected with Joetabhaee between the 4th September 1845 and 22d March 1847, from all reports having been stopped by the Gaekwar's having gone to the naming of the child; and it is upon the above evidence that the Commissioner has to form his opinion whether Nursoo Punt is guilty of this second instance of the charge.

Had Nursoo Punt in this instance contented himself with denying his responsibility for what Captain French has asserted in his letter, except in instances when Captain French quoted him as his authority, the only question for consideration would have been whether he misled Colonel Outram as to the reason why Sir R. Arbuthnot did not attend the naming of the child; but as he has gone further, and asserted that there is proof (though he has not produced it) that the popular rumour on the subject was Sir R. Arbuthnot's reason for not attending the ceremony, we must believe that if not the originator, he is now, and may have been before, a believer that such reasons did weigh in Sir Robert Arbuthnot's mind, and must therefore see what grounds there are for such a belief.

The first notice that we find of Sir R. Arbuthnot's not having attended the ceremony is in Mr. Andrews' letter, No. 70, dated 22d March 1847, for no letter, as mentioned above, from Sir R. Arbuthnot to Government on the subject has been produced, nor does Nursoo Punt refer to any other letter; and Captain French's memory therefore appears to have deceived him. The memorandum accompanying Mr. Andrews' letter is almost a literal translation of the entries in the native agent's diary of the 4th September 1845 and 22d March 1847, (O.) and (P.), copied in parallel columns in the margin,* and that would alone

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* Copy of Memorandum.

Bechur Samul, proprietor of Hurree Bhugtee's firm, died on the 4th September 1845, leaving two widows, and one son, by the first wife, named Purshotum, then about three years of age, and who is, of course, the heir to the firm. The second wife was then childless. In January 1846, it was heard that the second wife had given birth to a son some days afterwards. The ceremony of giving a name to this infant was solemnized, which was attended by his Highness the Gaekwar. The Resident was invited, but he did not go. Afterwards, according to the custom of the caste (Vissurlad Banians), the child was betrothed, and a feast given to the caste. On the 26th February last, it was reported that some Coolies had come to Baroda, and gone to the house of Bhana, the second wife's father, and raised a dispute with him, demanding that as, according to agreement, the money for the child taken by him had not been paid, it should be restored. They then proceeded to the firm of Hurree Bhugtee, where the statement of the Coolies was taken down in writing, and the principal people of the caste were assembled together, who decided that Bhana had committed a fraud, and that he should be accordingly turned out of caste, and it was decided also that the child was a Cooly.

(O.)

The head of the firm at Baroda of Hurree Bhugtee, Bechurbaee Set, having been ill for about 15 months of rheumatism, &c., received God's order (died), on Wednesday, about the last watch in the night. He has two wives. The elder has a son about three years of age, by name Purshotum Bhaee. Beechurbhaee held the Company's guarantee.

(P.)

As written on the 45th page of the Memorandum for the 4th September 1845, Parek Bechurbaee, of Hurree Bhugtee's, died. At that time his second wife had no issue. After that, in January 1846, *alias* in the month of Poush, I heard that the younger wife had a son; and some days after that the child was named, and the Gaekwar and suite went to that ceremony, and an invitation was sent to the Resident, but he did not go. That child, according to custom, was betrothed, and all other ceremonies performed to this day according to the custom of the caste. But, on the 12th Falgoon Sood, or 26th February 1847, I heard that, the day before, some two or four Coolies, from some village, came and went to the younger wife's father's house,

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alone establish the fact that Mr. Andrews' information was derived from Nursoo Punt, and therefore, though adopted by Mr. Andrews, the account placed on the records must have originated with Nursoo Punt, and if so (be the account true or false) it is of little moment whether Nursoo Punt told the story to Colonel Outram and Captain French, or whether he only gave them Mr. Andrews' memorandum, founded upon his report, to read. In his letter Mr. Andrews does not say why Sir Robert Arbuthnot did not go, and it is not from this letter, then, that either Captain French or Colonel Outram could have received the impression that his absence was owing to the notoriety of the case. That information they must have obtained from other sources, and if so, what source so likely as from that whence, as shown above, Mr. Andrews derived the information he sent to Government—his native agent; and having received the impression when reading Mr. Andrews' letter, Captain French might very naturally believe that he received it from the letter, when he received it from the native agent, in consequence of an obscurity in that letter. That there are people who now believe and will declare that they have from the first believed the story of Joetabhaee's child being supposititious, is very probable, for it is well known how treacherous the memory is when a person has taken up a decided opinion on any subject; but the legitimacy of the child is not the point at issue now. The question now is, did the popular voice of Baroda pronounce Samul Bhugtee to have been impotent for such a length of time as to prove the delivery of Joetabhaee to have been fictitious, and was that Sir R. Arbuthnot's reason for not attending the naming? Colonel Outram (C) part 2, para. 2, ascribes Sir R. Arbuthnot's absence to the fact that he never attended any of these ceremonies; and as Nursoo Punt has neither denied this, nor brought any evidence to prove the contrary, it may be assumed to be proved; but even supposing that Sir R. Arbuthnot never attended these ceremonies, he still may have been aware of the rumours affecting Joetabhaee's character, and have expressed his opinion regarding them, but there is nothing on record to render this probable. We have an entry of the native agent's that Bechur Samul died on the 4th September; there is no mention of his widow's delivery in January following, and the suspicions that attached themselves to it; there is no mention within the next 12 days of these suspicions, and that the Resident was made aware of them: there is nothing said on the subject for upwards of a year afterwards, and then not on the day when first the rumours became matter of public scandal; but on the 22d March an entry is made of what he heard on the 26th February, when certainly a subject of much more scandal had occurred on the 25th February than happened on the day before he made the note.

There is a paper bearing date the 21st of March 1847, produced by Baba Nafra

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a Cooly. A writing was executed to that effect. The second wife was then, in consequence of this, placed in confinement in the house of the firm. It having been reported to-day, that yesterday a writing was taken from the second wife, acknowledging the child to be spurious, and a guard was placed over the house of Bhana, the second wife's father, and he and the inmates placed in confinement in the house. The child, which had been up to this time in the house of Bhana, was taken to the house of Hurree Bhugtee's firm. Bhana's wife, it is said, escaped, and went to complain to the Durbar, but not being attended to, she has concealed herself somewhere, from fear of being confined also. The affairs of the firm are conducted by the Woonum Goomashta, Baba Nanpurry, it is said, under a will or deed executed by Bechurbaee before his death, appointing Baba to act during the minority of his (Bechurbaee's) son, Purshotum. This affair has been entirely conducted apparently within the house of the firm. His Highness has not publicly interfered, nor has any notice of the circumstance been brought publicly to the Residency.

house, and told her father, Bana, that he had given them a writing for their child, promising money, and that he should either pay the money, as promised, or return the child; and thus, having in this manner spoken and disputed, they went to Hurree Bhugtee's shop, and there, having taken their statements, and having collected the Mahagins of the caste, and having passed a writing to the effect that Bana was an outcast, put their marks upon it, and put the younger wife in another separate room in the house; and to-day I understand that, yesterday, having taken some writing from the younger woman, having sent guards to Bhana's house, he and his household are kept in custody in the house; they took the young woman, with the nurse who was staying there, to Hurree Bhugtee's house, and that Larbaee, when the guards came to the house, having got out, went to complain to the authorities, but not finding any one to listen to her, she has concealed herself somewhere.

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Nafra before the Durbar, a translation of which forms No. 35, Appendix (H.) to Exhibit (C.), in which Joetabhaee declares the illegitimacy of her child. This paper would appear to be the writing which in memorandum (P.), Nursoo Punt says was taken from Joetabhaee the day before he made that memorandum. Colonel Outram in (C.), Appendix (N.), contends that it had no existence before September 1848, but from a writing being referred to by Mr. Andrews in the accompaniment to his letter of the 22d March 1847; either this document, or some other like it, was most probably in existence at that time, but as Joetabhaee has since denied the document, it cannot be held to prove the fact, and if the rumours of Joetabhaee's misconduct were so notorious as to come to the Resident's ears in January 1846, how comes it that we hear nothing further of it until March 1847, and that Baba Nafra, even if he was her accomplice, had not some stronger proof or less doubtful admission of her guilt?

Nursoo Punt has produced no evidence to prove the existence of the rumours, any more than he has of Sir R. Arbuthnot's reasons for not attending the Barsa (naming of the child), and in the absence of this proof a reference to (C.), Appendix (H.), would go very far to satisfy the Commissioner that no such rumours ever existed. Baba Nafra in his depositions, No. 93, November and December 1847, and No. 100, August and September 1850, Appendix (H.), states that Bechur Samul had been ill for a year and more before he died, and that for six or four months he had been unable to move without assistance, and that his suspicions were raised the day after Joetabhaee's delivery, and that he spoke to Maha Luxmeebhaee on the subject, but having no undoubted proof, he was restrained by policy from making any move in the matter. That he informed his Highness the Gaekwar, who was also surprised, and told him to make inquiries; that the Barsa (naming) was delayed, but nothing being found out, it subsequently took place with the Gaekwar's consent, which was accorded, to prevent a disturbance being created, and because his Highness seeing that the illegitimacy of the Raja of Rajpeepla had been established after 15 years, thought no harm would come of this being allowed, and that he, Baba Nafra, took Joetabhaee's confession on the 21st March 1847, at his Highness's desire. We find no notice in the widow Maha Luxmeebhaee's statement in December 1847, No. 94 of the same Appendix, Bechur Samul being bedridden or impotent; her suspicions appear to have arisen from Joetabhaee's alleged state just before her husband's death, nor does she notice the Barsa having been delayed. She accounts for having permitted the naming and the other ceremonies to take place in her house, by saying that it was done in order to avoid contention, and would palliate her having allowed them, by pleading her grief and widowhood, and by urging that they were performed in an indifferent manner. This, however, can hardly be thought consistent with fact, for it is not probable that in any country a ceremony attended by the Sovereign would be considered as performed otherwise than with the utmost pomp, and under the most auspicious circumstances. But as these statements are meant to show that his Highness the Gaekwar did suspect the child's illegitimacy, and postponed the ceremony, they raise the question more strongly, why did not this find a place in the native agent's memorandum book, for Bechur Samul having been as it were bedridden for four months (the Resident's report says, ill of rheumatism for about 15 months), and the Gaekwar's suspicions having been aroused, but the reports subsequently stifled or passed over by him, though adopted by the Resident as his grounds for not attending at a ceremony which had been delayed, but was subsequently countenanced by his Highness, is a greater reason why some memorandum should have been kept of it by the native agent; since the records of the Residency are in no way subject to his Highness's will and pleasure, so in either way, whether we take Nursoo Punt's not producing evidence to prove that such rumours were rife as an admission that such evidence does not exist, or whether we give him the advantage of the evidence of Baba Nafra and the other widow, apparently the strongest in the case, we are still brought back to the opinion, that at the time of naming the child no rumours were afloat derogatory to Joetabhaee's character, and consequently that no such reasons existed to prevent Sir R. Arbuthnot from attending the ceremony.

We

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We have seen above that Mr. Andrews' letter, to which Nursoo Punt refers as having been the source from whence Colonel Outram derived his impression of Sir R. Arbuthnot's motives, does not bear him out, and Nursoo Punt has not shown from whence Colonel Outram could have derived the impression except from him; and the Commissioner is therefore of opinion that so much of the charge as goes to accuse Nursoo Punt of having attempted to deceive Colonel Outram, is proved against him, though there is no proof of his having misled Captain French, either directly or indirectly.

Third Instance.

The third instance of Nursoo Punt's "false and unfaithful conduct" is, "that he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joetabhaee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required to secure the transmission for submittal to the Resident's review of the proceedings of the Punchayet that had been assembled at my instance to investigate the complaints preferred by Joetabhaee Settanee against Baba Nafra, the mooneim goomashta of her late husband's bank."

In support of this charge, the prosecutor has produced his letter to Government, No. 42, dated 31st March last, and Appendix (C.), and has called Lieutenant Battye as a witness, who deposes (page 1225) that he mentioned to Captain French that Colonel Outram always thought that Joetabhaee had been very hardly treated, and that it was a case in which Government would certainly interfere (page 1226). He had doubts at the time himself as to the clearness of the case.

Nursoo Punt, in his defence (I.) on this charge, urges the great length of the report (G.), and that it is written in English, which he does not understand; but declares that it is not necessary for him to understand it, as Captain French made his own report, and did not even inform him of all he had said. But when he did inform him of his having suggested to Government that the case should be decided by arbitration, he, Nursoo Punt, urged that it was in the nature of a criminal, and not a civil case, and therefore that Government would not agree to the reference; but this, Captain French in his deposition (M.) q. 7, does not recollect. With regard to the omission to inform Captain French that only a representation to the Durbar was requisite to secure the Punchayet's proceedings being sent to the Resident for his review, it does not appear that it was necessary to communicate such information; for, the parties having the British guarantee, the 55th para., Part 2 of (C.) would show that the proceedings of the Punchayet (which had nearly completed its labours when Colonel Outram left Baroda) ought to have been submitted to the Acting Resident, and that it was the legal and constitutional tribunal appointed by the Durbar, and from which an appeal lay to the Resident, and under these circumstances Captain French might have known, without requiring the native agent to inform him, that as the question depending before the Punchayet affected a party holding the British guarantee, the proceedings must be submitted to him.

In support of the former part of the charge, that Nursoo Punt failed to communicate the real nature and features of the case to Captain French, the only evidence produced by Colonel Outram is his report of the 31st March last (C.), in which, as in the last instance acquitting Captain French of all intentional wrong, he severely censures his views and measures, and charges his native agent with misconduct in having deceived him. This native agent Captain French upholds, and does not believe that he has deceived him. The question, then, lies between Colonel Outram and Captain French as to whose view of the case and proceedings therein is the more correct; and as there does not appear any reason why Nursoo Punt should have informed Captain French of what he ought himself to have known, the Commissioner does not consider Nursoo Pun in any way culpable in the third instance.

Fourth Instance.

The last instance in this present charge of Nursoo Punt's "false and faithless conduct"

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

conduct" is, "that when directed by Captain French to draw up a summary of a petition addressed by Joetabhaee to the Right honourable the Governor of Bombay, and dated 7th May 1849, and its enclosures, he prepared, or caused to be prepared, and gave, or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an incorrect description of its enclosures, knowing that the said incorrect version and incorrect description were to be transmitted to the Right honourable the Governor in Council."

In support of this charge the prosecutor files the petition dated the 7th May 1849—(D.) 3.

The translated substance of it forwarded with Captain French's letter, No. 199, dated 21st July 1849—(G.)

The petitions of 10th and 20th April, and 7th May—(D.) 1, 2, and 4.

Petition of 21st December 1848—(E.)

Joetabhaee's petition to Captain French of the 30th December 1848—(F.)

Colonel Outram's letter to Government No. 47, dated 31st March 1851—(C.)

Lieutenant Battye, the Assistant Resident, is produced as a witness.

The gravamen of this charge is, that Nursoo Punt gave Mr. Battye an incorrect account of the substance of the petition dated 7th May (D.) 3, for the only question regarding the other petitions is, whether the petitions of the 10th and 20th April, and 7th May, to the Resident, the two last of which she certainly did, and the first she most probably (though Nursoo Punt in his defence controverts this point) enclosed in her petition to Government of the 7th May, bear out the memorandum at the end of (G.), that they are "mere repetitions of the grievances already recorded in the English petition of the 21st December 1848, and expressing a desire that no orders be given to the Resident until the case has been strictly inquired into." A perusal of these papers will show that they do not bear out the description of being mere repetitions of grievances; for if a short account was to be given of them, it would be more appropriate to call them "sarcastic remarks on Captain French's orders of the 5th and 11th April, and expressing, &c.;" but further and more detailed notice will not be required of them until we have seen whether Nursoo Punt or Mr. Battye is answerable for the substance or translated substance of the petition, and the memorandum at the end of it; for Nursoo Punt, in his defence (I.), declares that it was Mr. Battye made both the substance and translation, that it was not customary for the native agent to draw up the substance of petitions, and that the memorandum at the end of the "translated substance" proves it to have been prepared by Lieutenant Battye, as it refers to a petition in the English language, with which he is not acquainted. Not that that argument need avail him, for if the memorandum was proved to be his, and false, it would not signify in what language the documents to which it referred were written.

The reason assigned for Nursoo Punt's not choosing to have these petitions translated is, that they impugn his conduct; but with reference to that, Nursoo Punt urges that the petition of the 21st also contains strictures on his conduct, and therefore he gained nothing by referring to that and avoiding all reference to the others; and with regard to the fact of the endorsement on (D.) 1 and 2 (the answers sent to Joetabhaee) being in his handwriting, he urges that they are the Resident's orders, and that he is not answerable for the Resident's acts, more particularly Captain French's, as he had reported that he could do without a native agent.

Lieutenant Battye deposes (page 1226), that to the best of his belief (G.) is a translation of a summary made by the native agent; but he cannot swear to it, as the native document is not forthcoming, nor can he (page 1226) specify any particular instances in which Nursoo Punt made summaries of petitions which he translated; nor can he (page 1226) recollect Nursoo Punt's having to make summaries of petitions or memoranda which were to be translated, with the exception of this; nor (page 1226) swear that a summary

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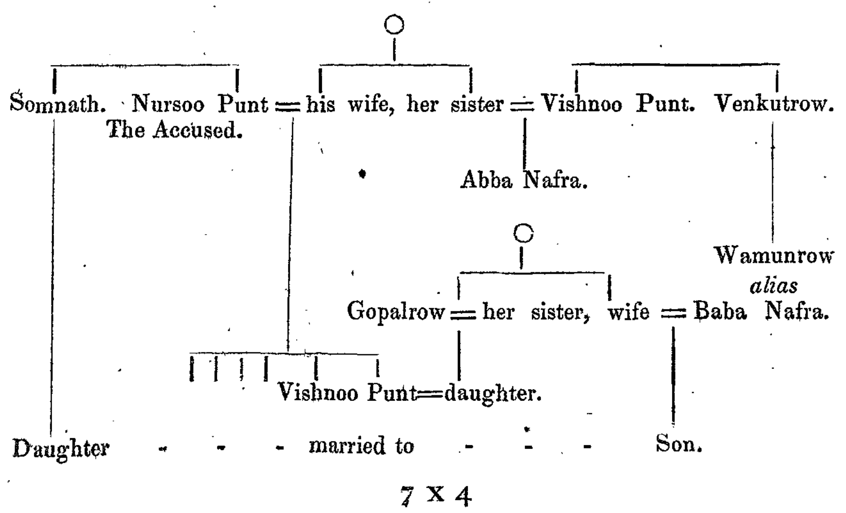
mary was made of this. The substance of petitions (page 1227) to be translated was generally made by the petition being read over to him, and he has no means of recalling to memory (page 1227) whether he had the substance of the petition to translate, or whether he made the translated substance from the petition itself. On the other hand, Narayenrow, who always brought Mr. Battye (page 1226) papers to read and translate, deposes (page 1229) to his having read (D.) 3, to Mr. Battye, who translated what he thought right of it. This witness's evidence would not weigh much against other evidence equally positive on the opposite side. But as Mr. Battye's evidence is extremely weak, and only goes to show that he has an impression that, contrary to the usual custom, he had the substance of this petition prepared for his translation, Narayenrow's positive assertion acquires greater weight, and the Commissioner, therefore, does not think it proved, that Nursoo Punt did prepare, or cause this document to be prepared, nor that it was he gave Mr. Battye an incorrect description of its enclosures. It is, therefore, unnecessary to examine how far the documents referred to in the memo. are removed from the description given of them in it, as any such inquiry would not affect Nursoo Punt, but Lieutenant Battye or Captain French, between whom, from the note to the 118th para. of the second of his report (C.), it would appear Colonel Outram (the duty of giving the substance having been confided to Nursoo Punt not being proved) considered the responsibility lay. Though, strictly speaking, under any circumstances, as Colonel Outram accuses Captain French of having "resolved on withholding the translations demanded by Government, and sending a translated substance in lieu," Nursoo Punt would be relieved from all responsibility, except as accessary to Captain French.

The Commissioner cannot but remark, that in this instance, as in the next charge, all doubt would have been removed had it been the custom in the office to endorse on petitions and papers what was to be done with them before the Resident disposed of them. The practice of such indorsements is supposed to entail labour, but in ensures exactness and creates responsibility.

Nursoo Punt, after defending himself from all four of the distinct instances of the charge brought against him, proceeds to answer other remarks or accusations which appear in the prosecutor's report (C.), and though not forming part of the charge against him, the Commissioner does not think they ought to be passed over without remark. First of all, he refers to the prosecutor's idea that he is a relation of Baba Nafra's, and consequently likely to favour him; points first insisted upon in the 14th para. of the 1st part of the report (C.), but which are frequently urged elsewhere.

In explanation of this, Nursoo Punt shows how he is, by three intermarriages, connected with Baba Nafra's family in a manner which will be more easily understood from the annexed genealogical table, than from any description in words; and at the same time he explains that Abba Nafra, his wife's nephew, with whom he is on good terms, lost his parents when yet an infant, and that his (Abbas's) cousin, Baba Nafra, usurped his uncle's place in the firm, and reduced the son to poverty, saddling him with his father's debts, and that is one cause of his and Baba Nafra's enmity.



Proceedings of Mr. Frere on the Charges against Nursoo Punt.

That he and his brother Somnath are separated, and on bad terms, in consequence of Somnath's having in 1845-46 married his daughter to Baba Nafra's son without Nursoo Punt's full consent.

And that his son, Vishnoo Punt's mother-in-law, and her sister Baba Nafra's wife, are not on good terms with one another; but of all this enmity he has not produced any proof, nor has he attempted throughout the investigation either into this or any other of the charges, though Baba Nafra has in other cases been twice before the Commissioner as a witness, to prove any misunderstanding, much less enmity. The whole then, that this part of the defence shows, is that a niece of Nursoo Punt's is married to Baba Nafra's son; that one of Nursoo Punt's sons is married to a niece of Baba Nafra's wife, and that Baba Nafra himself is a nephew of Nursoo Punt's sister-in-law, connexions sufficiently near and intimate to allow of either much friendship or much enmity. But when we remember that clandestine marriages cannot take place in this country as in England, and that they are matter of much deliberation as well as of rejoicing, and the improbabilities besetting any other view of the case, the Commissioner is induced, from the number of the intermarriages, to conclude that the families are on good rather than on bad terms.

In a subsequent part of his defence Nursoo Punt mentions, as one cause of enmity, Baba Nafra's wife having been recalled from Petland while proceeding on a pilgrimage to Dwarka, which was attributed by the family to his influence, but of this he has offered no proof, and the prosecutor in reply offered to produce evidence to disprove the assertion, and to show that the lady was accompanied on her pilgrimage by a peon from the Residency, allowed her by Nursoo Punt, but as the Act (XXXVII. of 1850) only contemplates evidence being exhibited in reply (sect. 19), "to contradict any evidence exhibited for the defence," the Commissioner would not receive it.

But whether Nursoo Punt is, as he says the prosecutor is always asserting, an accomplice of Baba Nafra's, and interested in all that concerns him or not, it is very certain from his defence on the fourth charge (para. 3, cl. 6), that there is no serious enmity between them, for in that Nursoo Punt asserts that Baba Nafra had been importuned for the last year to give up the name of a person to whom 20,000 rupees was paid, supposed to be Nursoo Punt himself; but he would not; if that then be the case, and as Nursoo Punt asserts it, we must believe it, it is very clear Baba Nafra cannot bear any very deep-rooted enmity to him, and it may possibly so happen that they are no enemies at all; and again, in his defence in the sixth case, he admits that he did on one occasion, 1848, or thereabouts, visit Baba Nafra on the occasion of a wedding in his family, which, though there might be no sincerity of regard between them, prevents the possibility of their enmity being so great as to be notorious, and would justify the belief that they were friends and not enemies.

Nursoo Punt further contends that his impartiality was evident; first, from his having suggested to Colonel Outram, when Joetabhaee's first petition was received, that the case should be inquired into at the Residency, and not at the Durbar.

In his reply the prosecutor denied that any such suggestion was ever made.

2. That when the Metapoor Coolies were sent for and came to the Residency, he recommended that their depositions should be taken before they were sent to the Durbar.

This the prosecutor, also, in his reply, denied.

3. That it was at his suggestion Joetabhaee was allowed a vukeel, and that he reported to Colonel Outram that access was not allowed to her.

This the prosecutor, in his reply, declared to be perversion of truth.

The fourth assertion, that Colonel Outram said, on his representations, that the guards should be removed, that Joetabhaee was suspected, and therefore should be under some restraint, the prosecutor declared to be a deliberate untruth.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

5. That he reported to Colonel Outram a conversation he had with Trimbuck Shastree and the employés of the Durbar.

This the prosecutor, in his reply, said was the conversation referred to in note (*) to the 26th para, of the second part of his report (C.), and if so, is most unimportant; if not, Nursoo Punt should have been more explicit

Lastly, he claims credit for impartiality, by having several times suggested to Colonel Outram to send for the papers in their unfinished state from the Durbar, which Colonel Outram refused to do.

This the prosecutor, in his reply, states was refuted by Mr. Battye's order of the 9th October 1848 (B. 27), in which Mr. Battye, then in temporary charge of the Residency, says, he will suggest to Government not to interfere. This endorsement is supposed to have been surreptitiously obtained, and to express Nursoo Punt's own wishes in the case, and not to be Mr. Battye's order; but even if it be Nursoo Punt's own order, or not, the ground upon which he claims credit for impartiality is very questionable, as every judge or lawyer must know; and probably most others are aware that when there is a prescribed course to be followed, it is very doubtful which party is benefited by the business being taken out of that routine. Had Colonel Outram taken Nursoo Punt's advice, if proffered, he would have subjected his proceedings to much remark, not only of favouring Joetabhaee, but of want of courtesy to the Durbar, and instead of expediting, he might only have retarded and have rendered more involved the then very complex question; but as Nursoo Punt has offered no proof in support of any of these assertions, it would not have been necessary for the prosecutor to have replied to them had they not been in the nature of direct charges against himself.

Nursoo Punt next proceeds to explain the reason of his coming to Baroda when Lord Clare was here, and how he came to give up a situation of higher emolument for one on reduced pay.

The former subject is entirely beside the present question, and the latter forms no part of the charge against him. A situation where there is no travelling, on reduced pay, near his own native country, to a man in bad health, may have much greater attractions than the higher salary with constant travelling in a less genial climate, and though, if a man is convicted of corrupt practices, we may then infer that it was the power of indulging those practices that induced him to seek the appointment; still we must not infer from a man's accepting a less lucrative appointment, that the incentive to it was corruption.

The Commissioner therefore is of opinion on the whole of this case, that except so far as he misled Colonel Outram by leading him to believe that the notoriety of the case was the reason why Sir R. Arbuthnot would not attend the naming of Joetabhaee's child, Captain French, has relieved Nursoo Punt of all responsibility, and that there is no further proof of his having been guilty of false or unfaithful conduct in the Joetabhaee case.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

SECOND CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere*,
Special Commissioner.

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SECOND CHARGE.

(A.)

Letter from Colonel *Outram* to Mr. Chief Secretary *Malet,* No. 209, dated 31 August 1848.

Memorandum.

Lieutenant-colonel Outram's letter, dated the 31st August, No. 209, of 1848, formed Enclosure No. 1, to Collection No. 7, accompanying Political Despatch from the Bombay Government, dated the 16th December, No. 176, of 1848. This letter, which forms Exhibit A. (being voluminous) is not repeated in this place.

(B) 1.

A **Memorandum** from *Hurree Buchtee.*

That your Memorandum of the 29th July 1848, No. 181, in answer to my Memorandum of the 13th Assud Vud, Sunbut 1904, directs me to send Govindrow Futtesing's account, so I have had prepared and send herewith his account to Assad Vud 30th, Sunbut 1904 (30 July 1848) as follows:

A bond for 19,001 rupees, with the Resident's signature, and state in explanation of the account that I have a bond of his for former dealings for 9,000 rupees, and in that, interest is entered at 12 per cent. per annum, and in the above bond for 19,000 rupees it is written that ".the bond for the former sum due to you is in your possession, accordingly." I have made out a separate account for that at 12 per cent., which I send.

Rs. 10,001 cash were paid to your Treasury, and interest on that was agreed for at nine rupees per cent., as is entered in the bond for 19,000 rupees.

There is a bond for 13,001 rupees, with the Resident's signature; this was paid into the Treasury, and interest agreed for at nine per cent., so that the above 10,000 rupees, out of the 19,000 rupees bond, and this 13,000 rupees, making together 23,000 rupees at nine per cent.; I have sent an account of interest for that also separate.

I have thus sent the two accounts which, when you have considered, be pleased to send an order as usual for my being paid the money. Shreevun Sood 6th (Saturday), Sumbut 1904, corresponding with 5th Ramzan (5 August 1848), written by Purshotum Bechurbhaee, by the hands of Wanun Row Baba Nafra.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

Endorsement.

This document was presented at the Residency on the 5th August 1848 by Goomashta Dhamodhurdass.

(signed) *J. T. J.*

(B.) 2.

[*N. B.*—The indefinite sums appearing throughout this account, contiguous to the principal and interest, are the product of the principal or sums received, multiplied by the number of months for which interest is calculated.]

Translation of Govindrow Futtehsing's Account with the Firm of Hurree Bhugtee.

Rs.	Rajah Shree Govindrow Futtehsing's Interest for Sumvut 1876 (A. D. 1820).
66,000.	*Rs.* 9,000, from Mah Vudh 5, to Falgoon Vudh 5, for 7 months and 10 days.

Particulars up to Assoo Vudh 30, Sumvut 1876.

Rs. 9,000.	Amount of principal due.
660.	Interest, 66,000, at 12 per cent. per annum.
Rs. 9,660.	

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs. Interest for Sumvut 1877 (A. D. 1821).

1,15,920. *Rs.* 9,660, up to Assoo Vudh 30, for 12 months.

Particulars up to the 30th Asso Vudh, Sumvut 1877.

Rs. 9,660 - - - Amount of principal due.
1,159 and 3¼ annas. Interest, 1,15,920, at 12 per cent. per annum.

Rs. 10,819 and 3 ¼ annas.

Interest for Sumvut 1878 (A. D. 1822).

1,13,647. *Rs.* 10,819 and ¾ annas, up to Asso Vudh 30, for 13 months.
27,002 ½.

Particulars up to Asso Vudh 30, Sumvut 1878.

Rs. 10,819 and 3 ¾ annas. Amount of principal due.
1,406 - - - - - Interest, 1,40,649 ½, at 12 per cent. per annum.

Rs. 12,225 ½ and 3 ¼ annas.

Interest for Sumvut 1879 (A. D. 1823).

1,46,708 ½. *Rs.* 12,225 ½ and 3 annas, up to Asso Vudh 30, for 12 months.

Particulars up to Assoo Vudh 30, Sumvut 1879.

Rs. 12,225 ½ and 3 ¼ annas. Amount of principal due.
1,467 and 1 ¼ anna. Interest, 1,46,708 ½, at 12 per cent. per annum.

Rs. 13,692 ¾ and – ½ anna.

Interest for Sumvut 1880 (A. D. 1824).

1,64,313 ½. *Rs.* 13,692 ¾ and – ½ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1880.

Rs. 13,692 ¾ and – ½ anna. Amount of principal due.
1,643 and 2 ¼ annas. Interest, 1,64,313 ½, at 12 per cent. per annum.

Rs. 15,335 ¾ and 2 ¾ annas.

Interest for Sumvut 1881 (A. D. 1825).

1,99,367. *Rs.* 15,335 ¾ and 2 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Assoo Vudh 30, Sumvut 1881.

Rs. 15,335 ¾ and 2 ¾ annas. Amount of principal due.
1,993 and 2 ¾ annas. Interest, 1,99,367, at 12 per cent. per annum.

Rs. 17,329 ½ and 1 ½ anna.

Interest for Sumvut 1882 (A. D. 1826).

2,07,955. *Rs.* 17,329 ½ and 1 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1882.

Rs. 17,329 ½ and 1 ½ anna. Amount of principal due.
2,079 ½ and – ¾ anna. Interest, 2,07,955, at 12 per cent. per annum.

Rs. 19,409 and 2 ¼ annas.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs. Interest for Sumvut 1883 (A. D. 1827).

233,919 ¾. *Rs.* 19,409 and 2 ¼ annas.

Particulars up to Asso Vudh 30, Sumvut 1883.

Rs. 19,409 and 2 ¼ annas. Amount of principal due.
2,329 and 1 ½ anna. Interest, 2,33,919 ¾.

Rs. 21,738 and 3 ¾ annas.

Interest for Sumvut 1884 (A. D. 1828).

2,82,597. *Rs.* 21,738 and 3 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1884.

Rs. 21,738 and 3 ¾ annas. Amount of principal due.
2,825 ¾ and 3 ½ annas. Interest, 2,82,597 at 12 per cent. per annum.

Rs. 24,564 and 3 ¼ annas.

Interest for Sumvut 1885 (A. D. 1829).

2,94,770 ½. *Rs.* 24,564 and 3 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1885.

Rs. 24,564 and 3 ¼ annas. Amount of principal due.
2,947 ½ and 3 ¼ annas. Interest, 2,94,770 ½ at 12 per cent. per annum.

Rs. 27,511 ¾ and 2 ½ annas.

Interest for Sumvut 1885 (A. D. 1830).

3,30,143. *Rs.* 27,511 ¾ and 2 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1886.

Rs. 27,511 ¾ and 2 ½ annas. Amount of principal due.
3,301 ¼ and 3 annas. Interest, 3,30,143 at 12 per cent. per annum.

Rs. 30,813 and 1 ½ anna.

Interest for Sumvut 1887 (A. D. 1831).

4,00,573 ½. *Rs.* 30,813 ¼ and 1 ½ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1887.

Rs. 30,813 ¼ and 1 ½ anna. Amount of principal due.
4,005 ½ and 3 ¾ annas. Interest, 4,00,573 ½, at 12 per cent. per annum.

Rs. 34,819 and 1 ¼ annas.

Interest for Sumvut 1888 (A. D. 1832).

4,17,829. *Rs.* 34,819 and 1 ¼ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1888.

Rs. 34,819 and 1 ¼ anna. Amount of principal due.
4,178 ¼ and – ¾ anna. Interest, 4,17,829, at 12 per cent. annum.

Rs. 38,997 ¼ and 2 annas.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs. Interest for Sumvut 1889 (A. D. 1833).

4,67,968 ½. *Rs.* 38,997 ¼ and 2 annas, up to Asso Vudh 30, for 13 months.

38,997 ½.

Particulars up to Asso Vudh 30, Sumvut 1889.

Rs. 38,997 ¼ and 2 annas.	Amount of principal due.
5,069 ½ and 2 ½ annas.	Interest, 5,06,966, at 12 per cent. per annum.
Rs. 44,067 and – ½ anna.	

Interest for Sumvut 1890 (A. D. 1834).

5,28,804 ¼. *Rs.* 44,067 and ½ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1890.

Rs. 44,067 and – ½ anna.	Amount of principal due.
5,288 and – ¾ anna.	Interest, 5,28,804 ¼, at 12 per cent. per annum.
Rs. 49,355 and 1 ¼ anna.	

Interest for Sumvut 1891 (A. D. 1835).

5,92,261. *Rs.* 49,355 and 1 ¼ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh, Sumvut 1891.

Rs. 49,355 and 1 ¼ anna.	Amount of principal due.
5,922 ½ and 1 ¾ anna.	Interest, 5,92,261, at 12 per cent. per annum.
Rs. 55,277 ½ and 3 annas.	

Interest for Sumvut 1892 (A. D. 1836).

7,18,610. *Rs.* 55,277 ½ and 3 annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1892.

Rs. 55,277 ½ and 3 annas.	Amount of principal due.
7,186 and 1 ½ anna.	Interest, 7,18,610, at 12 per cent. per annum.
Rs. 62,463 ¾ and – ½ anna.	

Interest for Sumvut 1893 (A. D. 1837).

7,49,565 ½. *Rs.* 62,463 ¾ and ½ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1893.

Rs. 62,463 ¾ and – ½ anna.	Amount of principal due.
7,495 ½ and 2 ½ annas.	Interest, 7,49,565 ½, at 12 per cent. per annum.
Rs. 69,959 ¼ and 3 annas.	

Interest for Sumvut 1894 (A. D. 1838).

8,39,513 ¼. *Rs.* 69,959 ¼ and 3 annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1894.

Rs. 69,959 ¼ and 3 annas.	Amount of principal due.
8,395 and 2 ¼ annas.	Interest, 8,39,513 ¼, at 12 per cent. per annum.
Rs. 78,354 ½ and 1 ¼ anna.	

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Rs.

Interest for Sumvut 1895 (A. D. 1839).

10,18,609 ½. *Rs.* 78,354 and 1 ¼ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1895.

Rs. 78,354 ½ and 1 ¼ anna.	Amount of principal due.
10,186 and 1 ½ anna.	Interest, 10,18,609 ½, at 12 per cent. per annum.
Rs. 88,540 ½ and 2 ¾ anna.	

Interest for Sumvut 1896 (A. D. 1840).

10,62,488. *Rs.* 88,540 ½ and 2 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1896.

Rs. 88,540 ½ and 2 ¾ annas.	Amount of principal due.
10,624 ¾ and 2 annas.	Interest, 10,62,488, at 12 per cent. per annum.
Rs. 99,165 ½ and - ¾ anna.	

Interest for Sumvut 1897 (A. D. 1841).

12,89,152. *Rs.* 99,165 ½ and ¾ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1897.

Rs. 99,165 ½ and - ¾ anna.	Amount of principal due.
12,891 ½ and - ¼ anna.	Interest, 12,89,152, at 12 per cent. per annum.
Rs. 1,12,057 and 1 anna.	

Interest for Sumvut 1898 (A. D. 1842).

13,44,684 ¾. *Rs.* 1,12,057 and 1 anna, up to Asso Vudh 30, for 12 months.

22,021. 8,257 ¾ and 21 dokras { Deduct amount received on the 10th Shrawun Shood, Sumvut 1898, for 2 ½ months and 5 days.

Particulars :—

Rs. 1,03,799 and 10 ¼ dokras.

Amount of principal due	*Rs.* 1,12,057 and 1 anna.
Deduct amount received -	8,257¾ and 21 dokras.
	Rs. 1,03,799 and 10¼ dokras.

13,226 ½.

Rs. 1,17,025 ½ and 3 ¾ dokras.

Interest at 12 per cent. per annum :

Product of principal multiplied by numbers of months' interest -	*Rs.* 13,44,684 ¾
Ditto of amount received, which deduct	22,021 ½
Net product -	*Rs.* 13,22,663 ¼

Interest for Sumvut 1899 (A. D. 1843).

14,04,309. *Rs.* 1,17,025 ½ and 3 ¾ dokras, up to Asso Vudh 30, for 12 months.

Deduct amount received in Sumvut 1899, viz.

18,333 ¼	2,200	On the 5th Maha Vudh, for 8 months and 10 days.
6,255 ¾	1,975 ½	On the 10th Assad Vudh, for 3 months and 5 days.
Rs. 24,589	4,175 ½	

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Particulars up to Asso Vudh 30, Sumvut 1899.

Rs. 1,12,850 and 3 ¾ annas.	Amount of principal due	*Rs.* 1,17,025 ½ and 3 ¾ annas.
	Deduct amount received -	4,175 ½
	Net - -	*Rs.* 1,12,850 and 3 ¾ annas.

Rs. 13,797 and 3 ¼ annas.	Interest at 12 per cent. per annum.	
	Product of principal, multiplied by numbers of months' interest - -	*Rs.* 14,04,309
	Deduct, ditto of amount received - -	24,589
Rs. 1,26,647 ¼ and 3 annas.	Net product - -	*Rs.* 13,79,720

Rs.

Interest for Sumvut 1900 (A. D. 1844).

16,46,416 ¾. *Rs.* 1,26,647 ¼ and 3 annas, up to Asso Vudh, for 13 months.

Deduct amount received in Sumvut 1900.

41,144 - -	4,440 - -	On the 7th Mah Vudh, for 9 months and 8 days.
14,097 - -	3,330 - -	On the 8th Asso Vudh, for 4 months and 7 days.
Rs. 55,241	7,770	

Particulars to Asso Vudh 30, Sumvut 1900.

Rs. 1,18,877 ¼ and 3 annas.	Balance of principal due -	*Rs.* 1,26,647 ¼ and 3 annas.
	Deduct amount received -	7,770
	Net - -	*Rs.* 1,18,877 ¼ and 3 annas.

Rs. 15,911 ¾.	Interest at 12 per cent. per annum.	
	Product of principal, multiplied by numbers of months' interest - -	*Rs.* 16,46,416 ¾.
	Deduct ditto of amount received - -	55,241
Rs. 1,34,789 and 3 annas.	Net product - -	*Rs.* 1,91,175 ¾

Interest for Sumvut 1901 (A. D. 1845).

16,17,470. *Rs.* 1,34,789 and 3 annas, up to Asso Vudh 30, for 12 months.

Deduct amount received in Sumvut 1901.

28,815. *Rs.* 3,390. On Mah Vudh 15, for 8 ½ months.

Particulars to Asso Vudh 30, Sumvut 1901.

Rs. 1,31,399 and 3 annas.	Balance of principal due -	*Rs.* 1,34,789 and 3 annas.
	Deduct amount received - -	3,390
	Net - -	*Rs.* 1,31,399 and 3 annas.

Rs. 15,886 ½ and 1 anna.	Interest at 12 per cent. per annum.	
	Product of principal multiplied by numbers of months' interest - -	*Rs.* 16,17,470 ¼.
	Deduct ditto of amount received - -	28,815
Rs. 1,47,285 ¾	Net product - -	*Rs.* 15,88,655 ¼

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Rs.

Interest for Sumvut 1902 (A. D. 1846).

17,67,429. *Rs.* 1,47,285 ¾, up to Asso Vudh 30, for 12 months.

Deduct amount received in Sumvut 1902.

Rs. 5,658	782 ¼	On Falgaon Vudh 8th, for 7 months and 7 days.
3,240 ½	3,136	On Badwira Vudh 14th, for 1 month and 1 day.
Rs. 8,898 ¾	3,918 ¼	

Particulars to Asso Vudh 30, Sumvut 1902.

Rs. 1,43,367 ½.	Balance of principal due	*Rs.* 1,47,285 ¼
	Deduct amount received	1,918 ¼
17,585 ¼ and 1 anna.	Interest at 12 per cent. per annum.	
	Product of principal multiplied by numbers of months' interest	17,67,429
	Deduct ditto of amount received	8,898 ¾
Rs. 1,60,952 ¾ and 1 anna.	Net produce	*Rs.* 17,58,530 ¼

20,92,386 ½. Interest for Sumvut 1903 (A. D. 1847).

Rs. 1,60,952 ¾ and 1 anna, up to Asso Vudh 30, for 13 months.

Deduct amount received in Sumvut 1903.

Rs. 19,861 ¼	2,240	On Falgoon Vudh 4th, for 8 ½ months.
7,008 ¾	3,337 ½	
Rs. 26,870	5,577 ½	

Particulars to Asso Vudh 30, Sumvut 1903.

Rs. 1,55,375 ¼ and 1 anna.	Balance of principal	*Rs.* 1,60,952 ¾ and 1 anna.
	Deduct amount received	5,577 ½
	Net	*Rs.* 1,55,375 ¼ and 1 anna.
Rs. 20,655 ½ and 2 annas.	Interest at 12 per cent. per annum.	
	Product of principal multiplied by numbers of months' interest	*Rs.* 20,92,386 ½
	Deduct ditto of amount received	26,870
Rs. 1,76,930 ¼ and 3 ¾ annas.	Net produce	*Rs.* 20,65,516 ½

Interest for Sumvut 1904 (A. D. 1848).

15,84,274 ¾. *Rs.* 1,76,030 ¼ and 3 ¾ annas, up to Asso Vudh 30, for 9 months.

Particulars up to Asso Vudh 30, Sumvut 1904.

Rs. 1,76,030 ¼ and 3 ¾ annas.	Balance of principal due.
15,842 ¾.	Interest, 15,84,274 ¾, at 12 per cent. per annum.
Rs. 1,91,873 and 3 ¾ annas.	

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(B.) 3.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

[*N. B.*—The indefinite sums appearing throughout this account, contiguous to the principal and interest, are the product of the principal, multiplied by the number of months for which interest is calculated.]

TRANSLATION of Govindrao Futtehsing's Account with the Firm of Hurree Bhugtee.

Rajah Shree Govindrow Futtehsing's Interest, for Sumvut 1887 (A. D. 1831).

Rs.	
1,25,345 ¾.	*Rs.* 10,001, from 14 Karteg Shoodh, for 12 ½ months and 1 day.
1,66,833 ¼.	13,000, from 5 Karteg Shoodh, for 12 ½ months and 10 days.
2,92,179	*Rs.* 23,001.

Particulars up to the 30 Asso Vudh, Sumvut 1887.

Rs. 23,001 - - - - -	Balance of principal due.
2,191 ¼ and 1 ½ anna.	Interest, 2,92,179, at 9 per cent. per annum.
Rs. 25,192 ¼ and 1 ½ anna.	

Interest for Sumvut 1888 (A. D. 1832).

3,02,308. *Rs.* 25,192 ¼ and 1 ½ annas, up to 30 Asso Vudh, for 12 months.

Particulars to Asso Vudh 30, Sumvut 1888.

Rs. 25,192 ¼ and 1 ½ anna.	Balance of principal due.
2,267 ¼ and 1 anna.	Interest, 302,308, at 9 per cent. per annum.
Rs. 27,459 ½ and 2 ½ annas.	

Interest for Sumvut 1889 (A. D. 1833).

3,56,975 ¾. *Rs.* 27,459 ½ and 2 ½ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1889.

Rs. 27,459 ½ and 2 ¼ annas.	Balance of principal due.
2,677 ¼ and 1 anna.	Interest, 3,56,975 ¾, at 9 per cent. per annum.
Rs. 30,136 ¾ and 3 ½ annas.	

Interest for Sumvut 1890 (A. D. 1834).

3,61,644. *Rs.* 30,136 ¾ and 3 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1890.

Rs. 30,136 ¾ and 3 ½ annas.	Balance of principal due.
2,712 ¼ and 1 ¼ anna.	Interest, 361,644 at 9 per cent. per annum.
Rs. 32,849 ¼ and – ¾ anna.	

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Rs.

Interest for Sumvut 1891 (A. D. 1835).

3,94,191 ½ *Rs.* 32,849 ¼ and – ¾ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1891.

Rs. 32,849 ¼ and – ¾ anna. Balance of principal due.

2,956 ¼ and 3 annas. Interest, 3,94,191 ½, at 9 per cent. per annum.

Rs. 35,805 ½ and 3 ¾ annas.

Interest for Sumvut 1892 (A. D. 1836).

4,65,474 ¼ *Rs.* 35,805 ½ and 3 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1892.

Rs. 35,805 ½ and 3 ¾ annas. Balance of principal due.

3,491 and 1 anna. Interest, 4,65,474 ½, at 9 per cent. per annum

Rs. 39,296 ¾ and – ¾ anna.

Interest for Sumvut 1893 (A. D. 1837).

4,71,561 ½. *Rs.* 39,296 ¾ and – ¾ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1893.

Rs. 39,296 ¾ and – ¾ anna. Balance of principal due.

3,536 ½ and 3 ½ annas. Interest, 4,71,561 ½, at 9 per cent. per annum.

Rs. 42,833 ½ and – ¼ anna.

Interest for Sumvut 1894 (A. D. 1838).

5,14,002 ¼ *Rs.* 42,833 ½ and – ¼ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1894.

Rs. 42,833 ½ and – ¼ anna. Balance of principal due.

3,855 and – ¼ anna. Interest, 5,14,002 ¼, at 9 per cent. per annum.

Rs. 46,688 ½ and – ½ anna.

Interest for Sumvut 1895 (A. D. 1839).

6,06,951. *Rs.* 46,688 ½ and – ½ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1895.

Rs. 46,688 ½ and – ½ anna. Balance of principal due.

4,552 and 2 ¼ annas. Interest, 6,06,951 at 9 per cent. per annum.

Rs. 51,240 ½ and 2 ¾ annas.

Interest for Sumvut 1896 (A. D. 1840).

6,14,888. *Rs.* 51,240 ½ and 2 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1896.

Rs. 51,240 ½ and 2 ¾ annas. Balance of principal due.

4,611 ½ and 2 ½ annas. Interest, 6,14,888, at 9 per cent. per annum.

Rs. 55,852 ¼ and 1 ¼ annas.

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Rs. Interest for Sumvut 1897 (A. D. 1841.)

7,26,080 ¼. *Rs.* 55,852 ¼ and 1 ¼ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1897.

Rs. 55,852 ¼ and 1 ¼ anna.	Balance of principal due.
5,445 ½ and 1 ½ anna.	Interest, 7,26,080 ¼, at 9 per cent per annum.
Rs. 61,297 ¾ and 2 ¾ annas.	

Interest for Sumvut 1898 (A. D. 1842).

7,35,575. *Rs.* 61,297 ¾ and 2 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1898.

Rs. 61,297 ¾ and 2 ¾ annas.	Balance of principal due.
5,516 ¾ and 1 anna.	Interest, 7,35,575.
Rs. 66,814 ½ and 3 ¾ annas.	

Interest for Sumvut 1899 (A. D. 1843.)

8,01,777. *Rs.* 66,814 ½ and 3 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1899.

Rs. 66,814 ½ and 3 ¾ annas.	Balance of principal due.
6,013 ¼ and 1 ¼ anna.	Interest, 801,777, at 9 per cent. per annum.
Rs. 72,828 and 1 anna.	

Interest for Sumvut 1900 (A. D. 1844).

9,46,764 ¾. *Rs.* 72,828 and 1 anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1900.

Rs. 72,828 and 1 anna.	Balance of principal due.
7,100 ¾ - - -	Interest, 946,764 ¾, at 9 per cent. per annum.
Rs. 79,928 ¾ and 1 anna.	

Interest for Sumvut 1901 (A. D. 1845).

9,59,145 ¾. *Rs.* 79,928 ¾ and 1 anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1901.

Rs. 79,928 ¾ and 1 anna.	Balance of principal due.
7,193 ½ and 1 ½ anna.	Interest, 9,59,145 ¾, at 9 per cent. per annum.
Rs. 87,122 ¼ and 2 ½ annas.	

Interest for Sumvut 1902 (A. D. 1846).

10,45,469. *Rs.* 87,122 ¼ and 2 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1902.

Rs. 87,122 ¼ and 2 ½ annas.	Balance of principal due.
7,841 and 1 ½ anna.	Interest, 1,045,469 at 9 per cent. per annum.
Rs. 94,963 ¼ and 2 ¾ annas.	

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Rs.

Interest for Sumvut 1903 (A. D. 1847).

12,34,524 ½. *Rs.* 94,963 ¼ and 2 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1903.

Rs. 94,963 ¼ and 2 ¾ annas.	Balance of principal due.
9,258 ¾ and 3 annas.	Interest, 12,34,524 ½, at 9 per cent. per annum.
Rs. 1,04,222 ¼ and 1 ¾ anna.	

Interest for Sumvut 1904 (A. D. 1848).

9,38,001 ¼. *Rs.* 1,04,222 ¼ and 1 ¾ anna, up to Asso Vudh 30, for 9 months.

Particulars up to Assad Vudh 30, Sumvut 1904.

Rs. 1,04,222 ¼ and 1 ¾ anna.	Balance of principal due.
7,035 and – ¼ anna.	Interest, 9,38,001 ¼, at 9 per cent. per annum.
Rs. 1,11,257 ¼ and 2 annas.	

(True translation.)
(signed) *J. T. Jameson*, Assistant Commissioner.

(B.) 4.

A. C.

To Rajashree Hurreebhaee Buckhedas, writes Govindrow Futteh Singjec Guicowar, Soorsun Julladeen Myatein Wuluf.

I HAVE borrowed from Moorlerdurdass Balgovind and Bookundas Narayndass, and to pay them I have borrowed from you 13,001 rupees, which, you paying, take their receipt as follows:

A bond, dated Sumbut 1884, Poushvud 1st, *Rs.* 6,511. 13 ½ dokras.

A bond, dated Sumbut 1884, Magvud 5th, 4,101 rupees, and also another bond.

The interest on the above 13,001 rupees is at 9 rupees per cent. per annum, and I will pay, out of my settlement, principal and interest. Sumbut 1887, Karty Sood 5th, (22 October 1830), by permission of Radabhaee Sahib Guicowar. This is written and signed by the hand of Rowjee Narayan Shastree Nisbut, the Lady Radabhaee, by her direction.

(Endorsement.)

Radabhoys's carkoon, having come to the Residency, has given this note to Hurree Bhucktee, with the Resident's consent, this 21st day of October, A. D. 1830.

(signed) *A. Malet*, Assist. Resident.

(Endorsed.)

This copy of bond was brought to the Residency, and presented to the Resident, by the son of Baba Nafra, the goomashta of the firm of Hurree Bucktee, on the 18th April 1842.

(True translation.)
(signed) *J. T. Jameson*, Assistant Commissioner.

(B.) 5.

A. C.

To Hurreebhaee Buckhedas, writes Govindrow Futtehsingjee Guicowar, Soor Sun Sullathan Myateyn Wuluf.

THAT I have borrowed from you principal as follows:

Rs. 9,000	due to you before the bond, for that is in your possession, according to that.
10,001	This Kartey Sood 14th, I received the principal, agreeing with you for 9 per cent. interest; this I will repay, principal and interest, without remission; the interest at 12 months has been agreed on.
Rs. 19,001	

Thus 19,001 rupees, as above-mentioned has been agreed on. When a settlement of my affairs is made I will repay you first. This is true. Sumbut 1898,* Kartey Soodh 14th, Friday; written at the Lady Radabhaee's desire, by the hand of Rowjee Narayen Shastree.

27 October 1830. (signed) *James Williams,* Resident.

(Endorsed.)

This copy of bond was brought to the Residency, and presented to the Resident, by the son of Baba Nafra, the goomastha of the firm of Hurry Bucktee, on the 18th April 1842.

(True translation.)

(signed) *J. T. Jameson,* Assist. Commr.

(B.) 6.

Bond of Sumbut 1876, Magvud 5 (Friday, 4 February 1820).

On that day to ——— writes Govindrow Futtehsing Guicowar, that the purport of writing is this:

I have, for my necessities, received principal 9,001 rupees, the interest for one month having been deducted as premium; in future interest will be paid at 12 per cent. per annum; this writing is true.

I will pay the amount of this bond out of the first proceeds of my salary (nemnook).

(True translation.)

(signed) *J. T. Jameson,* Assist. Commissr.

(Endorsement.)

The copy of this bond was given in at the Residency, on the 5th August 1848, by Echaram Vemarseedass, of the firm of Hurree Bhugtee.

(signed) *J. T. J.*

(C.)

Translation of *Nursoo Punt's* Report regarding the Debts of Govindrow Guicowar. (This summary is drawn up on the 21st August 1848.)

1. Two yads, dated 6th July and 5th August 1848, were received from Hurry Bhugty, requesting payment of certain sums from Govindrow Guicowar's chittee,* towards the debt due to him. These two yads are numbered 1 and 2.

2. Regarding this, it appears from a reference to the former papers connected with this business, that Mr. Williams, Political Commissioner, after preparing an account of the debts of Govindrow Guicowar, both as regards the amount due to Government, on account of certain sums formerly advanced to him, as also his debt to Hurry Bhugty, on the 21st February 1833, wrote a letter to him to the following effect:

"You owe the Government *Rs.* 1,945. 31¼ *reas,* besides the amount paid to you at Surat for your expenses, which is also to be recovered. You borrowed from Hurry Bhugty 32,002 rupees, which is to be repaid to him with interest. To liquidate the above sums 10 rupees per diem will be deducted from your nemnook, which will leave a balance of 20 rupees per diem for you to receive for your expenses."

There is a separate translation of this letter, which is numbered 3.

3. According to the above, deductions were made, and when the amount due to Government was recovered in full, Mr. Boyde sent in a report to Government, No. 304, dated 10th April 1842, and a copy of the translation No. 3, was forwarded with it. In reply to which an order, No. 1,540, dated 7th June 1842, was received, directing that, according to the suggestions of the Resident, instalments be paid to Hurry Bhugty to liquidate the amount due to him.

4. Agreeably to the above order, Hurry Bhugty was in the habit of receiving the balance of cash deducted from Govindrow Guicowar's pay, from the Residency treasury, from Sumvut 1898 (A. D. 1842–43) to Sumvut 1903 (A. D. 1847–48). Total amount paid him in Suyasya 33,089 rupees, which makes up the amount of principal.

5. It now appears necessary that Government should decide up to what period, and what sum is to be paid to Hurry Bhugty, because in the first order received from the Bombay Government on the subject, it is not clearly specified. To liquidate his debts, the pay (nemnook) of Govindrow Guicowar is still under stoppages. On this subject he petitioned the Bombay Government, and received a reply thereto, No. 851, dated 25th February 1848, stating that a reply to his present communication would be sent hereafter. The Resident received an order from Government, No. 4734, dated 9th December 1849, to send Govindrow's account, which was accordingly forwarded, and a reply received thereto, dated 16th March

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* Should be 1887, 30 October 1830.

* Draft.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

March 1848, No. 1146, directing that the loss on account of exchange in Baba Sayee rupees, be paid by his Highness the Guicowar, but no mention was made in that letter regarding the future settlement of his debts.

6. On asking the firm of Hurry Bhugty what balance they made still due, as they had received nearly the whole amount of their principal, they produced two yads, in which the accounts of Govindrow Guicowar were drawn up. In them the balance up to the end of July 1848 is shown as follows:—

	Rs.	a.	p.
1. Bond dated Sumvut 1876 (A. D. 1820), for 9,000 rupees, bearing interest at one rupee per cent. per mensem. The account of this is contained in yad No. 1 - - - - - - - - - - - - - - -	1,91,873	3	9
2. Bonds of the Sumvut 1887 (A. D. 1831), one for 10,001 rupees, and one for 13,000 rupees, altogether 23,001 rupees, bearing interest at 12 annas per cent. per mensem - - - - - - - - - - -	1,11,257	6	–
Rs.	3,03,130	9	9

Total amount of Principal - - - 32,000 rupees.

The above is the balance stated to be still due, and the interest account has been made out after taking the balance due on last Deewalee, and adding interest thereto up to the present date.

7. In the above account, three bonds are mentioned. Of these, the one of the Sumvut 1876 (A. D. 1820) for 9,000 rupees, has no copy of it recorded in the Residency dufter, but allusion to it is made in the bond of Sumvut 1887 (A. D. 1831) for 10,001 rupees. In that bond, against the item for 10,000 rupees, it is stated that "interest is to be calculated on this sum at the end of 12 months, thus it is agreed." To this bond, Mr. Williams, the Resident's signature, like a witness, is attached. In the bond for 13,000 rupees, the rate of interest is mentioned at 12 annas per cent. per mensem, but nothing is said about calculating the amount of it yearly. There is an English (shera) indorsement on this bond to the effect that "this bond was brought by the Carkoon of Radhabhoy, and with the consent of the Resident delivered over to Hurry Bhugty."

The above bears the signature of Mr. Malet.

They have now brought from the Pureekh a copy of the deed for Sumvut 1876 (A. D. 1820), in which interest is mentioned at one rupee per cent. per mensem, but it does not bear the signature of the Resident, nor is there any mention made regarding calculating interest every 12 months.

The above is a statement of the contents of the bonds.

8. His Highness the Guicowar gives, twice a year, two (chittees) orders, on account of Govindrow Guicowar's nemnook, which two instalments amount to 12,400 rupees, equal to 10,839 Company's rupees. Of this, about 6,646 rupees is paid to him by the collector of Ahmedabad, on account of his expenses, and the balance, 4,193 rupees, is set apart for the liquidation of his debts. Up to the date of* , there is 6,000 rupees cash to the credit of his account.

In short, it is evident that the distinct order of Government is requisite to settle this point.

TRANSLATION of Memorandum attached to Report regarding the Debt due by Govindrow Guicowar to the Firm of Hurry Bhugtee, the Resident, on the 31st August 1848, sent in a report to Government, No. 209. The following is a list of the translations therewith sent:—

1. A yad dated 5th August 1848, received from Pureekh Ootum Bechur; date of receipt and No., blank.
2. The report of Nursoo Luxomon, dated 21st August 1848.
3. The evidences of the goomashta of Pureekh Ootum Bechurbhoy.
4. Answers to the questions put to Nursoo Luxomon.
5. A yad received from Hurry Bhugtee on the 28th March 1842.
6. A yad dated 11th July 1845, received from Hurry Bhugty.

The above translations have been sent.

Baroda Residency,
(dated as above.)

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

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* S. I. O.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(D.)

No. 5249 of 1848.—Political Department.

From *A. Malet,* Esquire, Chief Secretary to the Government of Bombay, to Captain *P. T. French,* Officiating Resident at Baroda.

Sir,

1. I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter with inclosures, No. 209, dated the 31st August last, relative to the pecuniary claims of the firm of Hurry Bhugtee against Govindrao Gackwar.

2. The demand of this firm on Govindrao is founded on two bonds, one dated the 5th Kartik Sood, Sumvut 1887 (22d October 1830) for (13,001) thirteen thousand and one rupees; and the other, dated the 14th of Kartik Sood (30th October 1830) for (19,001) nineteen thousand and one rupees, both considered as bearing the Government guarantee.

3. At the time, however, that these sums were advanced to Govindrao by the firm of Hurree Bhugtee, no report of the transaction was made to Government by the Resident at Baroda, through whose instrumentality the loan was effected, and consequently no copies of the bonds adverted to above are forthcoming on the records.

4. The first bond of (13,001) thirteen thousand and one rupees is for money advanced to pay off a debt of Moorleehurdass, and the second consists of two items, namely, (9,000) nine thousand rupees of an old debt, and (10,001) ten thousand and one rupees for money then advanced.

5. In making up its accounts, the firm now charges 12 per cent. compound interest on the sum of (9,000) nine thousand rupees of old debt for about 28 years and 6 months, namely, from the 4th February 1820 to the 30th July 1848, and nine per cent. compound interest on the (10,001) ten thousand and one rupees remaining of the bond of the 14th Kartik Sood, and on (13,001) thirteen thousand and one rupees being the whole amount of that of the 5th of the same month for about 17 years and 9 months, namely, from the 22d and 30th October 1830, to the 30th July 1848, making thus a total demand of (*Rs.* 3,03,130. 9. 9.) three lacs three thousand one hundred and thirty rupees, nine annas, and nine pies, up to the 30th July 1848, after deducting sums received by the firm amounting to principal (*Rs.* 30,089. 3. 6.) thirty thousand and eighty-nine rupees, three annas, and six pies, with the interest upon that sum.

* Accompaniment (E.)

6. It seems that in March 1842 the firm presented a memorandum* of Govindrao's debt up to the 22d of that month, calculated very differently. In that, interest is said to be at nine per cent. on the total of the two bonds, (32,002) thirty-two thousand and two rupees.

7. The separate statement of interest alluded to in the above-mentioned memorandum has not been sent to Government, but the amount of interest, exclusive of the principal, is given as (*Rs.* 95,693. 14.) ninety-five thousand six hundred and ninety-three rupees, fourteen annas, the period being 11 years and 7 months, taken from the 22d October 1830 to the 22d March 1842, whereas (32,002) thirty-two thousand and two rupees, at nine per cent. compound interest, for 11 years and 7 months, gives as interest only (54,901) fifty-four thousand nine hundred and one rupees.

8. It is clear, therefore, that the firm must have calculated the interest in some different method when it makes its demands on that amount for an excess of (40,792) forty thousand seven hundred and ninety-two rupees.

† (G.)

9. It appears that on the 11th July 1845 the firm presented another memorandum † of the amount, up to the 2d Kartik Sood 1898 (27th October 1841), a period of 11 years, when the interest is given on the whole sum of (32,002) thirty-two thousand and two rupees, as (*Rs.* 91,693. 14.) ninety-one thousand six hundred and ninety-three rupees, fourteen annas, but it is not stated at what rates or in what manner the interest is calculated, for (32,002) thirty-two thousand and two rupees, for 11 years, gives only (50,568) fifty thousand five hundred and sixty-eight rupees as interest.

10. The question now for consideration is, what interest is to be allowed. In the attempt to calculate compound interest at 12 per cent. on the (9,000) nine thousand rupees of the bond of the 14th Kartik Sood (30th October 1830), is preposterous. It matters little of what that sum was composed. It comes into the bond simply as a sum due on its date, and no claim can be admitted, by which its amount up to that date can be increased.

Rs. 9,000.

11. Whether this sum can fairly be held to bear no interest is, in the opinion of Government, a doubtful question. Admitting it, however, to be a balance of the old debt, still no sowkar lends his money even under a guarantee without some return for its use, and the question therefore arises whether, unless where there is a particular stipulation against any interest at all, simple interest ought not to be admitted at a fair rate.

12. The Right honourable the Governor in Council considers that if there were no other means of reducing the exorbitant demand of the firm against Govindrao, Government would, under

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under the instructions* of the Honourable the Court of Directors, and in consideration of the papers in this case not amounting to a formal guarantee, have been justified in declining to authorise compound interest in this case.

13. His Lordship in Council, however, considers that a clear and just way is open to reduce the demand to a reasonable amount, that is, by not allowing the interest to exceed the principal. "Dam Dooput" is a native rule in such transactions, and considering the nature of this case, and the attempt made by the firm to obtain such usurious profit, his Lordship in Council considers Government to be justified in adopting it.

14. Under this arrangement the amount would stand as follows:—

	Rs.	*a.*	*p.*
Principal of the two bonds - - - - - -	32,002	-	-
Interest equal to the principal - - - - -	32,002	-	-
	64,004	-	-
Deduct paid † to the Firm - - - -	33,089	-	-
Rs.	30,915	-	-

15. As these loans were granted without the previous sanction of Government, and as far as the papers before it show, the execution of the bonds was not preceded by an inquiry into the justness of the firm's demand against Govindrao Gaekwar, his Lordship in Council has resolved that this demand should thus be compromised; interest being allowed equal to the principal amount due.

16. I am accordingly desired to request that you will communicate the above decision to the parties concerned, and call upon the firm of Hurree Bhugtee to assent to the compromise now resolved upon by Government, whereby the firm will receive as much as they can reasonably expect, and as much as Govindrao Gaekwar can afford to pay.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 15 December 1848.

(E.)

EXAMINATION of *Nursoo Punt Luxmon*, dated 26 August 1848.

Question. HAVING heard the answers of Hurree Bucktee's goomashta to the questions regarding the claim against Govindrow Guicowar, do you think there is anything suspicious in them or not, and what is your opinion about it; will you answer below?

Answers. From the Goomashta Icharam's answer about the difference between the date of the bond and the Resident's signature, I have some doubts as to how the mistake could have arisen.

The second question is about a former balance mentioned in a new bond, and in that there is some suspicion, certainly, from the Sumbut and date of the old bond not being written.

3. 4. From the unit not being written in the bond, and about their showing that a balance of the account had been struck, there does not appear to be anything suspicious.

5. A balance of 32,002 rupees is written, and there certainly is suspicion, as written in the second paragraph, that claims are entered on two bonds, but the year of the older is not entered, and that is suspicious.

This I have written for information.

26 August 1848, A.D.

(True translation.)
(signed) *J. T. Jameson*,
Assistant Commissioner.

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* *Vide* paras. 8 & 9 of the Honourable Court's letter, No. 37, dated 4 December 1844, forwarded with letter from this department, No. 1721, dated 9 April 1845; and para. 42 of letter from the same authority, No. 18, dated 22 July 1846, forming accompaniment to a letter from this department, No. 3759, dated 6 October 1846.

† This is taken from the sowkar's Abstract, No. 1 of (A.), and it is presumed consists of principal only.

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(F.)

EXAMINATION of *Nursoopunt Luxmon,* on 31st August. 1848.

Question 1. ON my asking you for your opinion regarding the deposition of Hurree Bhugtee's goomashta, taken before me on the 26th instant, you expressed some suspicions; why, therefore, did you not mention these suspicious circumstances in the report which you wrote regarding the claims against Govindrow Guicowar?—*Answer.* The firm of Hurree Bhugtee presented you with a yad in the month of July, relative to receiving payment from Govindrow Guicowar's draft; you then asked me the circumstances of the case, and I informed you, that according to the orders of Government, they had, up to that date, received the balance of the draft, and that the principal amount had nearly been adjusted; but what amount of interest they were to receive was not clearly understood from the instructions of Government, which I therefore begged of you to peruse; on my showing them to you, as also Mr. Boyd's report, you asked what objection there was to pay the instalments to the paruk agreeably to the instructions, upon which I pointed out that there was no specified amount of interest mentioned; it merely stated that the amount of principal and interest was to be adjusted from the balance of Govindrow's draft, and that consequently a reference to the Bombay Government on the subject was necessary; you then desired me to procure the accounts from the paruk, which I accordingly did, and on your telling me to write a report, I furnished you with a brief statement of, on what date Government was written to on the subject, and what orders were received, and had been taken in the matter. You afterwards required to see the original bonds, and put questions to the goomashta. At that time it appeared to me that in the bond for 19,001 rupees of Sumvut 1887 (A.D. 1830–31), a former item for 9,000 rupees was included, without date, and my suspicions were raised, as were those of the Resident's. When I wrote my report I did not observe that there was no date to the item of 9,000 rupees, consequently I had no suspicions; if I had, I should not have neglected to have mentioned them.

2. Was it not your duty, as native agent, when I called for your report, to carefully examine the accounts and inform me?—From the accounts furnished by the sowcar, it appeared that 10 times the amount of principal had been charged as interest, but I thought that as Mr. Williams had written to Govindrow Guicowar on the 21st February 1833, that 10 rupees a day would be deducted from his nemnook on account of his debts, that from that year compound interest would not be charged on the 32,002 rupees then due to Hurree Bhugtee. But under any circumstances, according to the custom of the British Government, the sowcar could not receive more than double the amount of his principal; under this impression I did not minutely examine the accounts, but merely reported briefly on the subject, consequently the fact of the item of 9,000 rupees not being dated did not at first strike me.

3. Was it not your duty, at any rate, to see whether the accounts produced by the sowcar were correct or not?—The dates of the accounts produced by the paruk agreed with those of the two bonds which were in the office; and as the old agreement was not in the duftur, a copy was obtained from the sowcar, dated Sumvut 1876 (A.D. 1819–20), and the dates for which the money was paid to him from the treasury, as also the interest, which I desired Narrainrow to calculate, and the accounts were given to Shroff "Shevuk," who reported that the interest was correct. I did not at that time observe that there was no date against the item of 9,000 rupees; if I had, I should have examined the sowcar's chopras, which was not done; with this exception, there appears no difference between the accounts and the bonds.

4. Hurree Bhugtee's accounts, made up to October 1841, which were received in the duftur in July 1845, have now been produced, which, if assumed to be correct, would make the amount, with interest up to July 1848, 2,21,619 rupees, but the accounts which the sowcar has now produced shows a balance of *Rs.* 3,03,130. 9. 9, thereby causing a difference of *Rs.* 81,511. 9. 9; how is it that you did not observe and notice this?—The papers connected with Govindrow's case were in a separate bundle, and one of current work, but the accounts which were formerly received were not amongst them; and I have not the least recollection of any accounts having been formerly received from the paruk. When the goomashta's deposition was taken the Sahib desired me to find out if any accounts had been formerly received, for which reason I set carcoons for two or three days to examine the other dufturs, and Bujabhaee, from a reference to the diary, found it among those for the year 1842, in one of the monthly bundles. The accounts alluded to were shown to the Sahib, and yesterday the monthly dufturs since 1838 were examined, when the yad dated July 1845 came to hand; but I had not the slightest recollection of the document, and certainly did not willingly conceal it. In the yad of 1842 above referred to, interest at nine per cent. is specified, but it is not specified in the yad of 1845, though it appears clear that nine per cent. is calculated on the whole amount of 32,002 rupees, and that the same amount of interest was charged on the 9,000 rupees from 1876. (A. D. 1819–20); the present difference is accounted for from the sowcar having charged 12 per cent. interest on the item of 9,000 rupees.

5. On the 28th instant, about five or six days after I gave you the order to search for and produce any accounts that might have been formerly sent in relating to this claim, you came and told me that the duftur had been carefully examined, but that no former accounts were to be found. When I told you, however, that you would be held responsible for any accounts

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accounts missing from the dufturs, you, on the 29th August, without delay, produced an account which had been received in 1842; and on my again desiring you to search, another account of 1845 was produced on the 30th instant; how do you account for this? and how is it that in the space of three years you forgot the receipt of the document of 1845, which had been received since you came to the office, and why do you keep the duftur in such confusion as to take so much time finding a document?—On the 26th August you told me that as Mr. Williams had, in the letter he wrote to Govindrow Guicowar in 1833, detailed therein the amount due by that individual, the accounts themselves must consequently have been received; and you directed me to search for them among the dufturs. I thereon set Narainrow and others to search those of that year, and the following day, Sunday the 27th, they examined the other old dufturs, but without success, and Narrainrow reported that they could not be found among those for the year 1833. I sat by while the search was going on, and nothing was found. On the 28th you sent for me and asked me if I had found the accounts; I replied that I had not succeeded in finding them in the dufturs of 1833, but that other dufturs were being searched by Bujaba, &c.; that day no papers were found. On my coming to office on the 29th instant, it struck me that some account might have been received at the time of Mr. Boyd's report in the year 1842, so I desired Bujaba, carcoon, to look for them, and on examining the Diary Book he found the required account, which I immediately brought to you. The next day Narainrow and Bujaba were again set to search the dufturs, and after looking over them from the year 1843, another account was found in the duftur of 1845, which Narainrow brought me, and I took it to you at once. You ask how I happened, in the space of three years, to forget the yad of 1845, but I beg to state that it is impossible to recollect the numerous yads which are received on so many different subjects during a period of three years; and from the time I came to the office I have always brought the confused state of the records to the notice of the different Residents, and the Government have so frequently reduced the establishment, that notwithstanding the carcoons are always at work, it is quite impossible for them to carry on the current business and keep the dufturs in proper order. Some of the papers in this case are filed in bundles, and others again are merely tied up in bundles by the month, and thus entered in the diary, because the carcoons really have not time to sort them; if they were properly filed according to the different subjects there would be no difficulty in finding papers.

6. When the yad was received from the sowcar on the 6th July 1848, regarding the payment of his dues, I desired you to produce the papers on the subject, and on the 21st August you furnished me with your report on the case; how is it that in so long a time you did not procure and examine all the papers referring to it. Without examining these documents why did you report on the subject; and in the space of three years how came you to forget that such an account had been received?—On the receipt of the sowcar's first yad, a correspondence ensued, and the last yad was received with his account on the 5th August 1848, which was given to Shroff "Shevuk" to examine, and when I had time I perused the papers connected with this case, which were tied up in a separate bundle, and wrote my report; I quite forget that there were any other documents on the subject.

Before me, this 31st day of August 1848.

(signed) *J. Outram*,
Resident.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(G.)

TRANSLATION of a Memorandum from the Firm of Hurree Bhugtee, dated 7th Ashad Shood, 1901 (11 July 1845).

THE following is a detailed statement of money due by Govindrow Futteysing to our firm, for which the British Government are security, amounting to:—

		Rs.	*a.*
Principal - - - - - - - - - - - - - - -		32,002	-
A bond, dated 5th Kartey Shood 1887 (22 October 1830), with the Resident's signature - - - - - - -	*Rs.* 13,001		
A bond, dated 14th Kartey Shood 1887 (30 October 1830), bearing the signature of the Resident - - - - - -	19,001		
	Rs. 32,002		
Interest up to 2d Kârtey Shood 1898 (29th October 1841) - -		91,693	14
TOTAL - - - *Rs.*		1,23,695	14

To this effect I informed the Resident, upon which he communicated with the Bombay Government, and on receipt of their reply I was told that orders had been received for the

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payment of my claim, principal and interest; that the surplus of Govindrow Guicowar's money would be paid to me on account, and that in future whatever balance remained, after paying Govindrow, would be made over to me. I have on this account received payment, as will appear from separate statement.

(signed) *M. Battye.*

Dated Asad Sood 7th, 1901.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(H.)

Memorandum.—Lieutenant-colonel Outram's letter, dated the 30th July, No. 179 of 1850, formed Enclosure No. 5 to Collection No. 11, accompanying political despatch from the Bombay Government, dated the 17th September, No. 70 of 1851. This letter, which forms Exhibit (H.), being voluminous, is not repeated in this place.

(I.)

Memorandum.—Lieutenant-colonel Outram's letter, dated the 7th September, No. 207 A. of 1850, forming Exhibit (I.), will be found in collection No. 1,* accompanying the present despatch to the Honourable Court.

* Encl. No. 25.

(J.)

No. 304 B. of 1842.—Political Department.

From the Political Commissioner and Resident at Baroda to *J. P. Willoughby*, Esq., Secretary to the Government at Bombay.

Sir,

I have the honour to enclose, for the consideration of Government, the translation of a communication made by the late Resident, Mr. Williams, to Govind Row Gaekwar, dated 21st February 1833.

2. It will be perceived by Mr. Williams' letter, that a deduction of 300 rupees per month was made from Govind Row's allowance (from his Highness, and which is paid by us), for the purpose of liquidating certain debts therein alluded to, the first of which is money due to the Residency treasury, the second to Hurree Bhugtee, banker.

3. The object of this letter is to report that the debt to the British Government has been discharged, and to request permission to pay the instalments in future to Hurree Bhugtee in liquidation of his demand, and which was evidently contemplated by Mr. Williams in his letter above alluded to.

I have, &c.

Baroda Residency, 10 April 1842.

(signed) *W. S. Boyd,*
Political Commissioner and Resident.

Translation of a Note from Mr. *Williams*, Political Commissioner and Resident at Baroda, addressed to *Govind Rao Gaekwar*, at Surat, dated 21 February 1833.

I have received your letter stating that the agent for the Honourable the Governor at Surat had informed you that the Bombay Government had given orders that you should be paid an allowance of twenty rupees (*Rs.* 20) a day, and inquiring why a deduction of ten rupees (*Rs.* 10) per diem had been made. In reply, I have to inform you that the Gaekwar Government has made an arrangement in regard to your nemnook, and has sent two orders, one for the balance due up to Sumvut 1888 (A. D. 1832), and the other for the allowance due for six months of Sumvut 1889 (A. D. 1833); but I must mention the particulars of the whole of your debts.

	Rs.	*a.*	*raes.*
Amount advanced by Hurree Bhugtee, Banker, for the payment of Sebundees at Baroda - - - - - - -	62,945	–	31 ¼
Capital - - - - - - - - - -	53,027	8	43 ¾
Interest - - - - - - - - -	9,917	4	87 ½
Total Rupees - - -	62,945	–	31 ¼
One thousand rupees paid from the treasury on account of a man who was mutilated - - - - - - - -	1,000	–	–
Grand Total - - *Rs.*	63,945	–	31 ¼

Detail

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Detail of the Money received on this Account:

The order from the Gaekwar Government for the amount of nemnook due up to the end of Sumvut 1888, was 55,800 rupees, out of which 54,800 rupees were paid to Hurree Bhugtee, and 1,000 rupees repaid to the treasury on account of what had been paid to the mutilated person - - - - - - - - - - -	*Rs.* 55,800
Another order received for your allowance for six months of Sumvut 1889 (A. D. 1833), and paid to Hurree Bhugtee - - - - - - -	6,200
Total - - -	*Rs.* 62,000

Rs. 1,945. 0. 31¼. remained due to the banker in question, and they were paid out of the Company's treasury.

Besides, you received from Hurree Bhugtee, for your private expenses, 32,002 rupees and furnished him with two bonds for the same, agreeing to repay the amount with interest. Moreover, the sums paid to you through the agent at Surat have not been recovered. The above is a detail of your debts to Government, which must be liquidated; and for that purpose, Government has ordered that you should receive an allowance of 20 instead of 30 rupees per diem. You are consequently to receive 20 rupees a day, and 10 rupees a day have been deducted for the liquidation of the above debt, which will lessen the burden of your debts. In short, it is necessary that the arrangement made should remain in force.

(signed) *A. Malet,*
Assistant Political Commissioner.

(True translation.)
(signed) T. Ogilvy, Second Assistant Political Commissioner and Resident.

(K.)

Rajashree Govindrow bin Futtehsing Guicowar's Account for Sumvut 1887.
Page 21 of Ledger.

Rs.	
13,001.	Day book, page 2. Cash, ready money, at the bungalow paid. There is a note for this with the Shet. This ready money Mehta Waruchraee counted and gave, Karty Sood 4th.
10,000.	Day book, page 3. Kartey Vud 1st, ready money given at the English bungalow, by Mehta Warujraee, paid by means of Goomashta Kussundas.
23,001	

(True translation.)
(signed) *W. Jameson,* Assistant Commissioner.

(L.)

Extract from the Chopra regarding Govindrow Futtehsing's Accounts, received at the Residency on the 15th July 1848.

Marginal Account, page 104. Sumvut 1876. Rajashree Bappoo Oobala.

	Rs.	
	2,000.	Maha Vud 9th, Tuesday. Cash, by Gopalbhaee.
	2,000.	Maha Vud 14th. Cash, by Gopalbhaae, page 123.
Rajashree Bappoo, 7,000 debited to your account, p. 137.	1,000	Falgoon Vud Sood. Cash from Gokubbhaee's firm, by Ghito.
	1,125	Falgoon Sood 10th. Cash, by Pelambur Chupro.
	875	Falgoon Sood 11th: 735. Cash given to Petambur. 140. Exchange Account (Vutao Khote).
	4,000	Ornaments purchased.
	7,000	Thus seven thousand have been paid.

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Account from the Ledger, page 69. In the account, interest is entered at 12 per cent.

7,000.	Day book, page 137, Falgoon Vud 5th, you having brought a note, was lent to you as follows:
6,860	Cash.
140	Interest as premium is cut for one month for Maha Vud 5th.
7,000	

Thus by Rowjee Goor and Bhow Haro is debited to you on the margin, page 123.

2,000.	Day book, page 154, Chytoor Sood 6th.
1,960	Cash paid to Gundie Jugjeevan by Nursew, 500, 235, 1,225.
40	Exchange interest premium.
2,000	Thus a bond for nine thousand rupees (*Rs.* 9,000) was passed.

(True translation.)
(signed) *W. Jameson*, Assistant Commissioner.

(M.)

TRANSLATION of a Yad from *Hurry Bhugty* to the Resident, Baroda, received on the 6th July 1848.

THE memorandum from Hurry Bhugty is this: I have cash due me by Raja Shree Govindrow Futtehsing, and according to the decision regarding it, the balance of the money which has been received into your treasury on account of the draft of that individual, after deducting therefrom the expenses, has been from time to time paid to me towards liquidating his debt; and now as the money on account of the draft for the past year has been received, it is requested that the Resident will have the kindness to direct that I be paid according to the agreement.

Assud Shoodh, Sumvut 1904.

Written by Pooroosbotum Bechur Baee, by the hand of Wamunraow Baba Nafra.

ORDER.

With reference to the above, let the treasurer be directed to produce Govindrow's account, and any orders that may have been received from the Bombay Government on this subject; the whole of them.

Baroda Residency, 6 July 1848. (signed) *J. O.*

In reply to the above, a letter was sent, No. 174, dated 24 July 1848, calling for an account of the sums paid to him.

(True translation.)
(signed) *W. Jameson*,
Assistant Commissioner.

(N.)

Nursoopunt's Report regarding the Debt due by Govind Row Guikwar to Hurree Bhugtee.

1. Two yads were presented by Hurree Bhugtee, dated 6th July and 5th August 1848, praying that certain amount from Govindrow's "chitter" may be paid to him on account of loan. *Vide* Nos. 1 and 2.

2. On referring to former correspondence, it appears that Mr. Williams wrote on the 21st February 1833 to Govindrow regarding the amount advanced to him, as well as regarding the claims of Hurree Bhugtee, viz:

Amount due by Govindrow to the Sirkar, 1,945 rupees 31¼ raes, besides the sum advanced to him at Surat on account of expenses, which remains to be recovered; also 32,002 rupees taken from Hurry Bhugtee, which is to be paid to him with interest; Govindrow was also informed that ten rupees per diem would be deducted from his nemnook on account of debt, and the balance, 20 rupees, would be paid to him for his expenses. *Vide* translation, No. 3.

3. After the Government advance was recovered, Mr. Boyd made a report to Government on the 10th April 1842, No. 304; copy of the accompaniment, No. 3, was forwarded with it, to which a reply was received, dated 7th June 1842, No. 1540, deducting the payment of 10 rupees to Hurree Bhugtee on account of his claim, as suggested by the Resident.

4. On

4. On the strength of this order, Hurree Bhugtee received from the treasury on account of Govindrow 33,089 rupees, from Sumvut 1898 (A.D. 1841–42) to 1903 (A.D. 1847–48), which makes up nearly the amount of principal.

5. It is necessary now for Government to decide up to what period, and what sum is to be paid to Hurree Bhugtee, as this point is still undecided; a deduction, however, is being made now from Govindrow's nemnook on account of Hurree Bhugtee's claim. Govindrow having petitioned the Governor on the subject, a letter was received, dated 25th February 1848, No. 851, stating that a decision on the subject of his debt would be hereafter communicated. The Resident having received instructions to send Govindrow's account, under date the 9th December 1847, No. 4734, it was accordingly submitted, in reply to which, Government directed* that the exchange on account of Baboye rupees was to be recovered from his Highness the Guikwar, but no mention is made as to how the liquidation of the debt is to be accomplished.

6. Hurree Bhugtee has nearly received the amount of principal, and on being asked what further claims he had to advance, he produced two yads of his account with Govindrow, showing a balance up to July 1848, as follows:—

	Rs.	*a.*	*p.*
1 Khut of Sumvut 1876 (A. D. 1820), for 9,000 rupees, with interest at 1 per cent - - - - - - - - - - - -	1,91,873	3	9
1 Khut of Sumvut 1887 (A. D. 1831), for 10,001 rupees, and 1 khut for 13,000 rupees.			
Total 23,001, with interest at 12 annas per cent - -	1,11,257	6	–
Rs.	3,03,130	9	9

The above balance remains to be recovered, which amount has been closed, with interest up to the Dewalee.

7. Of the three khuts above mentioned, that of Sumvut 1876 (A.D. 1820), for 9,000 rupees, was not recorded in this office formerly, but allusion is made to this deed in the one of Sumvut 1887 for 10,001 rupees (A. D. 1831), in the latter part of which it is written that interest should be calculated every 12 months and added to the principal; to this deed Mr. Williams' signature is attached as a witness. The interest on the other deed for 13,000 rupees is at the rate of 12 annas per cent., but no agreement was made that interest should be reckoned every year. There is a note to this deed, stating that it was brought by Radhabye's carkoon, and with the consent of the Resident delivered over to Hurree Bhugtee; this document is signed by Mr. Malet. A copy of the deed of Sumvut 1876 (1820), was obtained from the paruck, in which interest is mentioned at 1 per cent.; it does not bear the signature of the Resident, nor is there any mention made regarding the calculation of interest every 12 months.

8. The Guikwar furnishes twice a year "chittees" on account of Govindrow Guikwar's nemnook, amounting to 12,400 Lyosye rupees, equal to 10,839 Company's rupees. About 6,646 Company's rupees is received by Govindrow annually through the Collector of Ahmedabad, and the remainder is set apart for the payment of his debt. Up to July 1848 there appears a balance of about 6,000 rupees.

9. On this subject the final instructions of Government are necessary.

Baroda, 21 August 1848.

(O.)

TRANSLATION of Copy of the Deposition of *Echaram Vunarseedass*, Goomashta in the Firm of Hurry Bhugteedass, taken before the Resident on the 26th August 1848.

Question. You originally gave in a bond in the name of Govindrow Guicowar, dated Friday, 14th Karteg Shoodh, Sumvut 1887 (30th October 1830), to which an English endorsement is attached, signed by the Resident (the late Mr. Williams), on the 27th October 1830. Now, on reference to the almanack, it appears that the Goozerattee date entered in the bond falls on the 30th October 1830; how do you account for this discrepancy?—*Answer.* I don't know how this discrepancy can have occurred; if you ask the mooneem, Baba Nafra, he will tell you.

In the bond for 19,001 rupees which you have shown, there is an item of 9,000 rupees said to be "formerly due," in support of which you have produced a bond for 9,001 rupees, of the year Sumvut 1876 (A.D. 1820). Now, allowing the amount of this bond to have been included in that of Sumvut 1887, how do you account for the difference of one rupee. From this it would appear that when the bond was drawn up in Sumvut 1887, the accounts had been balanced, and the amount then shown to be still due, viz., 9,000 rupees, entered in the new bond, whereas if it had been merely the item of Sumvut 1876, how would they have neglected to enter the exact amount, viz., 9,001 rupees; be pleased to explain this matter?—I will ask the particulars of the mooneem, and let you know.

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* *Vide* letter, 16 March 1848, No. 1146.

It is the custom among sowkars, when they accept a written bond to add an additional 1 to the amount; now, if another bond is drawn up, and there is occasion to include therein the amount of the first bond, is it not usual to insert also the additional figure 1 (which has been added in the original bond), or is it customary to drop it?—I know nothing of what occurred at that time; when I am informed of it I will let you know, but I am told that if 9,001 rupees were entered in the new bond, which is for 19,001 rupees, that the figure 2 would come in the total, for which reason they may have probably written 9,000 rupees only, for in order to prevent ciphers occurring, it is sufficient to insert the figure 1.

What is the custom among sowkars in a case such as this. If an individual has borrowed money from a sowkar and has occasion to borrow more, and gives a new bond for the whole amount, will he insert therein the original sum, including interest up to date, or merely enter the principal originally given. Further, will no mention be made therein of the interest due thereon; because if in the new bond the old item of loan is entered as "principal," is it not like the new loan from that day, and ought not both to be added together and reckoned as one principal?—In the new bond it is written that the old one is quite distinct, for which reason, interest may not have been written; but as soon as I have made myself acquainted with the matter, I will let you know. What you have asked regarding the custom in such cases is quite correct, and the proofs of it will most probably be in the Residency.

In the new bond, in the place where the amount "formerly due" is inserted, the year and date of the bond for the amount ought to be mentioned, whether it may have been due for many years or for a short period, which is not done in the bond for 19,001 rupees, from which it is quite clear that the accounts were balanced at the time the new bond was made, and the amount then shown to be due was entered in it, as "a sum formerly due," and written against it that "the bond for which is in your possession." How does this happen?—I will make a minute inquiry into the matter, and let you know the result.

In Sumvut 1889 (A. D. 1837), Govindrow Guicowar became involved to his (seebundie) servants' establishment, &c., and the late Resident made out their accounts as well as his (Govindrow Guicowar) debts to Hurry Bhugty, which, it seemed, amounted to 32,002 rupees, for which two bonds were produced; now, if interest on the item of 9,000 rupees, from Sumvut 1876 to 1877, had been then due, it would have amounted to —— rupees; and at that time it appears a fresh loan of 23,000 rupees was borrowed; so that if the item of interest had not been added to this sum, how would 32,002 rupees have been stated as the total amount due at that time. Be pleased to explain this?—As soon as I have made myself acquainted with the particulars I will reply to your question.

(signed) *Echaram Vunarseedass.*

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(P.)

TRANSLATION of Copy of Deposition of *Wamunrow Venkutess*, commonly called Baba Nafra, of the Firm of Hurry Bhugty, taken before the Resident, on the 29th August 1848.

Question. ON the 26th August, various questions were put to Echaram Vunarsee, gomashta of the firm of Hurry Bhugty, to elicit the particulars regarding certain sums due by Govindrow Guicowar to the firm of Hurry Bhugty, to which he replied that you were the mooneen of the firm, of whom he would make inquiries, and afterwards give the necessary explanation. For this reason, you have been to-day summoned, in order to give detailed answers to the questions put to him?—*Answer.* Be pleased to listen to what I am first going to remark. At the time Mr. Williams and Sarabhaee were at Baroda, the former told me that Futtehsing and Raddabhoy were about to adopt Govindrow Guicowar, regarding which money was to be received into the treasury; and before that I should lend the amount, for which a bond would be furnished, to which he would attach his signature. I informed my shett, Bechurbhoy, of this circumstance, who said, "How can I at the present time give money in such a matter? it will clearly look like spite." I then told the shett that the Resident wanted it very much, and what he did ought to be done to please him; and to refuse this request at the present time would not be good. The shett then observed that Govindrow Futtysing was indebted to him the sum of 9,000 rupees, and at the time of giving this money, Raddabhoy and her karbaree promised that they would repay it as soon as their affairs were settled, and that if the Resident would agree to have this item, as stated in the bond, included in the new bond which he was about to have drawn up, and would guarantee the payment of the whole amount with interest, that he would agree to it. I afterwards mentioned this circumstance to the Resident, on which, after a lapse of a day or two, he gave me two bonds, at separate intervals, and agreeably to the tenor of them, received the amount into the treasury; in one of the new bonds the former item of 9,000 rupees was entered "to be paid according to bond;" and to the best of my recollection, Mr. Malet was here at the time of this occurrence. If you will ask him, you will be made acquainted with the particulars. You asked Echaram, among other questions, regarding the discrepancy in the date: with regard to this, I beg

to

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to say, that I cannot read English, so know nothing about the dates. Another question you put to him was regarding the figure (1) not having been added to the amount. To this I beg to remark that he (Govindrow Guicowar) entered the old item of 9,000 rupees, without the figure (1), but it was inserted in the new sum, and the Resident received the bond thus from him, and delivered it to me on account of the firm. In reply to the questions, 3, 4, 5, and 6, I beg to state that any sums that may have been received on account of the 9,000 rupees were paid through the treasury; besides which, if it can be proved that I received any additional sums on account of this item, I will give Govindrow Guicowar an acquittance in full for the whole amount of his debt; but if it is not proved, let my claims, inclusive of all interest, be settled at once.

In the bond for 19,000 rupees, dated 14th Kartug Shood, Sumvut 1887 (30th October 1830), there is an item of 9,000 rupees, said to be "formerly due;" but neither the date of the bond nor the interest chargeable on the amount are mentioned. According to the custom of soukars, when any sum is entered in a new bond, as recoverable on account of a former debt, the original note-of-hand for that amount is forthwith considered void; whereas, in this instance, it is still supposed to be in force, and this sum is entered in the new bond. It is also the custom among sowkars to mention therein the date of the original bond; viz., "recoverable according to bond of such a date." No such allusion is made in the bond for 19,000 rupees, and it is not the custom of sowkars, when a former debt is inserted in a new bond, to consider arrears of interest due on that item; because if any one mentions in a new bond the particulars of an old one, they distinctly state the date of it, and that interest is recoverable from such and such a date; such is the custom. How do you explain this?—Although a word or two more or less may take place, yet the validity of the claim is not affected thereby. I will prove from the chopras of that day that I paid the item in question. The customs of all sowcars are not the same; each acts in accordance with the agreement which may have been entered into. Mistakes will sometimes occur in writing, but that does not nullify the fact of the money having been given.

You have now preferred a claim against Govindrow Guicowar for certain sums, with interest, and have given in the accounts, in which interest is calculated on the whole amount, inclusive of the item of 9,000 rupees. On preparing the accounts in a similar manner, and making them up, as you have done, to the 10th Falgoon Shood, Sumvut 1898 (March 1842), it appears the interest, &c., amounts to *Rs.* 1,80,724. 10. 5., whereas you, in the accounts formerly sent in to the residency, in which interest is calculated up to the same date, show *Rs.* 1,27,695. 14. to be the amount. Thus, the accounts formerly sent in show a deficiency of *Rs.* 53,028. 12. 5., when compared with those now made out. Be pleased to explain how this happens?—When the accounts are made out in the presence of both parties, whatever may be decided on, from an examination of the chopras, as the correct claim, must be true; so large a discrepancy ought not to occur; how it has happened will appear on an examination into the accounts.

You must to-morrow give a distinct reply to the above questions, until which time the matter will be deferred?—Very good.

Several yads have been received at the Residency from your shett; of these, one a Mahratta yad, dated 28th March 1842, is now shown to you, and you are called upon to state whether it is an authentic one of the firm of Hurry Bhugty?—I have looked at the yad in question; it is an authentic one of my shett. I further beg to remark that I perceive that there is neither date nor signature to this yad. I will inquire into the matter, and let you know how it has come to the Residency.

In whose handwriting is this yad?—It appears like mine; but I am in the habit of signing and dating what I write; I will therefore make minute inquiries into the matter, and give you the necessary information.

(signed) *Wamunrow Venkutess*,
of the firm of Hurry Bhugty.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner

(Q.)

TRANSLATION of Copy of certain Questions put to *Baba Nafra*, Mooneem Gumashta of the Firm of Hurry Bhugty, on the 31st August 1848.

Question. A YAD was received from you on the 28th March 1842, being on account of certain sums due by Govindrow Guicowar to the firm, which was shown to you on the 29th August 1848, when you distinctly stated that it was written by you; but you at the same time observed that it had neither date nor signature, which gave rise to doubts. You are now shown another yad, dated 7th Ashad Shood 1901 (11 July 1845), also received from you, regarding the accounts of the above-named individual, and called upon to state in whose handwriting it is?—*Answer.* The yad you showed me on the 29th and the one you have shown to me are both authentic, and were sent by me. The reason of my saying it had not the shett's signature, was solely on this account. In the bond for 19,001 rupees, signed by the Resident, there is an item of 9,000 rupees, against which is written, "Formerly due to you, the corresponding bond for which is in your possession;" and further on, another item

item of 10,000 appears, against which interest is stated to be 12 annas. Now, if it had been meant that 12 annas interest was chargeable on both items, it would have been stated underneath; after both being added together, and if interest had not been meant to be charged on the first, then such would have been distinctly stated against it, and the Resident would have taken the bond back from me. Let some of the principal soukars be sent for, and questioned on this matter, when it will be fully understood. In the former yads sent in, I have not written that 12 annas interest would be charged, and no more; for this reason, I remarked that the yad given in by me had no signature.

The item of 9,000 rupees is of the year Sumvut 1876 (A. D. 1820), and you now state that the interest chargeable on it is one rupee per cent. per mensem; whereas, in the yad of 28th March 1842, Sumvut 1898, and also in that of Ashad Shood 7 (11 July), received from you, regarding the above-mentioned item, and another of 23,002 rupees, altogether 32,002 rupees, the interest on the whole is stated to be 12 annas per cent. per mensem: how does this happen?—In the yads formerly given in regarding the accounts in question, I wrote 12 annas as chargeable for interest, at the advice of the native agent. After conversing with him about it, I stated the circumstance to the shett; and afterwards furnished the memorandum of the interest. In that no agreement was entered that interest at that rate only would be charged; nor did I write that the interest noted in the bond would not be demanded; I merely presented that yad regarding the interest, in the hope that a settlement of the claim would at once be brought about; and if he (Govindrow Guicowar) is prepared at the present time to enter into such a settlement, we are willing to abide by it.

In the yad sent in 1842, you, imagining from what the native agent told you, that a settlement would at once be made of your claim, wrote that 12 annas interest was chargeable on the whole amount, inclusive of the item of 9,000 rupees, and afterwards you gave in another yad in 1845 (Sumvut 1901), in which also interest is charged on the whole at the rate of 12 annas. Now, how does it appear that, after an interval of three years elapsing, without any settlement being made, that you sent in another in which 12 annas only is charged?—In the yad I first sent in, interest is calculated up to the Sumvut 1898 (A. D. 1842), and in the one I sent in, in Sumvut 1901 (A. D. 1845), the interest is also calculated up to that year, after which no further interest is charged.

In your above replies, you state that you charged 12 annas as interest on the whole amount in your first yad, in the hopes of, from what the native agent told you, having a settlement at once made of your claim; and in the yad afterwards received from you, in Sumvut 1901 (A. D. 1845), in the concluding clause it is thus written: "The Resident has told me there is a surplus belonging to Govindrow which he would pay me, and for the future that whatever balance remained from his (Govindrow) pay, that he would give it to me. According to this decision, I have been in the habit of receiving certain sums." Now, you were perfectly aware that a deduction of ten rupees daily was always being made from Govindrow Guicowar's nemnook, and you also knew that he possessed no other means of liquidating his debts: on what expectation, then, did you draw up and present your present account, calculating interest on the item of 9,000 rupees, at the rate of one rupee per cent. per annum?—In my present account, I have calculated interest according to the terms of the bond.

In the bond for 19,001 rupees, signed by Mr. Williams, against the item for 10,001 rupees, is written compound interest, *i. e.*, "interest is to be calculated at the end of every 12 months so it is agreed." In the other bond for 13,001 rupees, which is signed by Mr. Malet, it is merely stated that interest is to be paid at the rate of 12 annas per cent. per mensem; compound interest is not mentioned; such being the case, how does it happen that you have prepared and given in an account, calculating compound interest on both sums?—The account which I have prepared is in accordance with the terms of the bonds, and the custom of soucars in like cases; but if the Resident will make some settlement, and decide what he thinks just, I am prepared to abide by it. If any person sets about inquiring into the matter with the object of coming to a decision on it, I will listen to whatever he may have to advance. The accounts were demanded of me, which is my reason for having given them in just now.

In the accounts you have now given in, you have charged interest on the item of 9,000 rupees, from the year Sumvut 1876 (A. D. 1820), regarding which there appears to be doubts; now, allowing these to be removed, and that it be decided that interest is to be calculated on that sum from that year, then, up to the date to which you have charged interest in your first account, viz. the 30th Aschad Vudh (30th July 1848), it amounts to 2,21,699 rupees; whereas you have now in your accounts just given in, in which interest is calculated up to the same date, shown it to amount to *Rs.* 3,03,130. 8. 9., thus making a difference of *Rs.* 81,511. 8. 9.: how does this happen?—The accounts I have now given in are in accordance with the bonds (errors excepted); and as soon as arrangements are commenced regarding settlement, it will be stated what amount will be accepted. Unless this is done, what occasion is there for making any proposition?

In support of the above I attach my signature.

(signed) *Wamunrow Venkutess.*

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

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(R.)

29 May 1850.

A Court's letter has been received, with abstract of. Joiteebhaee's case. In that the Court write that you have declined to interfere in the business of Joiteebhaee Sheranee, because she refused to submit to arbitration, and Mr. French gives as his conviction that he child was not hers; of this there is no doubt.

(True translation.)
(signed) *J. T. Jameson*, Assistant Commssioner.

(S.)

Translation of *Nursoo Punt's* Defence on the Second Charge, addressed to *W. E. Frere*, Esquire, Commissioner.

In the second charge of the charges preferred against me by Colonel Outram, it is asserted that I was aware of the false claim preferred by Baba Nafra, at the Residency, for three lacks of rupees, and being aware of the same, did not allow the smallest suspicion of its credibility to get abroad, but permitted it to be passed; and further, that I kept back a paper that was in my possession, which would have proved the falseness of that claim, to substantiate which the following papers were produced:—

Three Reports, 1, 2, and 3, sent to Government by Colonel Outram, dated 31st August 1848, 3d July 1850, and 7th September 1850, with their enclosures.

4. Government Report, dated 15th December 1848, No. 5249.

5. A yad from Parukh Hurree Bhugtee, dated 6th July 1848.

6 to 11. A yad from Hurree Bhugtee, dated 5th August 1848, with two accompaniments.

Memorandum of accounts, and three copies of letters.

12 and 13. Memorandums of extracts from the (choprees) account-books of Paruk Samul Bhugtee.

14. A copy of a letter sent into Government by the late Mr. Boyd, dated 16th April 1842, No. 304, with its enclosures.

15 to 18. Four papers, discovered amongst the (dufturs) records of Baba Nafra.

The papers produced were as above, and the witnesses as follows:—

1. Mr. Battye.
2. Mr. Arnold Hykoop.
3. Echaram Vunarsee, gomashta of the firm of Hurry Bhugtee.
4. Narrain row Chimnajee, carkoon in the Residency Office.
5. Bujaba Bapoojee.
6. Hurree Appajee.
7. Gopal Row Mirral Soucar.
8. Damodhur Kesandass.
9. Chunee Lall Lalloobhoy.
10. Motee Lall Samul.

Altogether (10) ten witnesses appeared, and I beg to reply to their statements as follows:—

1st Para. Govind Row Guicowar was indebted a sum of money to Parukh Hurry Bhugty, to liquidate which, in accordance with the decision of a former Resident, the late Mr. Williams, a third of the income (nemnook) of the above-mentioned individual was in the habit of being stopped. Regarding the payment of the above sum to Hurree Bhugty, the late Mr. Boyd wrote a letter to Government in 1842, and on the receipt of their order from the Sumvut 1898 (A. D. 1842), it used to be paid to the (parukh) banker in two instalments yearly from the Residency treasury. In accordance with this custom a yad, dated 6th July 1848, was received from the parukh, requesting payment for the year 1902. I on this informed the Resident that the banker (parukh) had now received nearly the whole amount of the principal, and in the Government order it is not clearly specified what amount of interest he, the banker, ought to receive, and therefore the Government must be made acquainted with this circumstance. The Colonel then ordered the accounts to be brought from the parukh, and I also called for a memorandum of the circumstances; thereupon two yads were received from the parukh on the 5th August 1848, along with the accounts. I also drew up a written abridgment of the circumstances, and presented it; therein the parukh showed the principal, or original amount, to be 32,001 rupees, and in making up the account to the end of the month of Ashad (July) 1848, with compound interest, he showed a balance still due of *Rs.* 3,03,130. 9. 9. On this the Colonel said to me, "Mr. Williams wrote a letter* to Govindrow Guicowar in 1833, in which he gave a detail of the debt, from which it is more than probable that the parukh's accounts must have been made up; search the records (dufturs), and see whether the accounts have been formerly sent in." I thereupon caused the old dufturs to be examined by Narrain Row, a Residency karkoon, and

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and others, but no papers were found. Afterwards, in searching the dufturs subsequent to 1842, the yad written by the parukh Hurree Bhugtee to the late Mr. Boyd in 1842, on account of the recovery of certain sums from Govind Row Guicowar, was discovered. In that it was written that he was to recover the sum due to him with interest,* at the rate of 12 annas per mensem for every (100) hundred rupees. On finding this yad I gave it to the Colonel. The following day another yad of 1845 was discovered, but there was no mention made in it of the rate of interest, as in the one of 1842; it merely states in an undefined manner the balance then remaining due. I also delivered that yad, at the time of finding it, to the Colonel; the Colonel then caused the original bond to be brought, and sent for the parukh's goomashta and Baba Nafra, and took down their depositions. He also questioned and took down my answers. On the 31st August 1848 he sent in a report to Government touching this matter, in which he attributed blame to me. In reply to this an order came from Government, dated 15th December 1848, directing that double the amount of the original sum was to be paid by way of settlement, in the following manner: Principal, 32,002 rupees; interest on this, 32,002; altogether, 64,004 rupees. From this whatever sums had already been paid previously on this account were to be deducted, and the balance, whatever it might be, directed to be paid. In this manner it was settled. All the papers that have passed in this transaction have been noted above; among these will be found my former answers, and my memorandum of the circumstances; from these and other matters you will understand the nature of the case, for which reason I will not enter further into detail here.

2d Para. I deny that I passed the accounts, as stated in the charge. I merely drew up an outline and handed it in the shape of an abridged summary. The parukh furnished an account, in which he showed the balance due to him, with compound interest up to that date. Of this I merely gave an abstract account, and immediately under it, in the 7th para., I have distinctly pointed out that the item of 10,000 rupees only bears compound interest, and that the other two items of 13,000 and 9,000 respectively bear none. No such inference can be drawn from the perusal of my memorandum that the accounts were passed by me. I wrote that particular item; the account of the dispute arising from the compound interest, by which a total was run up, amounting to lacs of rupees. Immediately on examining the papers (the account papers) presented by the parukh, I was strongly impressed with one idea, that in a sum (debt) of many years' standing, on which compound interest at the rate of 1 rupee per cent. on one item, and 12 annas on another, is charged, and in the interval no mutual adjustment of the debt between the parties concerned has been entered into, Government will never sanction interest amounting to 10 times the original sum being paid; there was never the slightest probability that merely from the written paper which the parukh had drawn up of his account, Govind Row Guicowar would be compelled to pay to him the enormous amount of interest therein stated to have accumulated. The greatest that could be possibly awarded to him would be double the amount of the principal. Thinking that it was unnecessary to give an opinion regarding this in the memorandum (data) I furnished, I accordingly gave none, but merely wrote a summary of the case from the commencement, and pointed out the necessity of the Government issuing clear and decisive orders regarding the rate of interest to be paid. In it I did not write to establish the correctness of the paruk's account, or to recommend that the amount of it should be awarded to him; the Colonel also never asked my opinion; but in my deposition I gave it, to the effect that double the amount of the principal should be awarded, and the Government decision accorded with my opinion.

Para. 4. The Colonel is constantly bringing forward as the principal proof in this matter, that in the bond for 19,001 rupees, dated Kartesh Shoodh 14th, Sumvut 1887 (30th October 1830), is written an item of 9,000 rupees, due according to former bond; but the date of this former bond, and the rate of interest to be charged, is not mentioned. The parukh produced that bond, which is for 9,001, and is dated Magh Vudh 5, Sumvut 1876 (4th February 1820), and the rate of interest,† is stated at one rupee per cent. per mensem. This bond cannot be genuine, because in the new bond 9,000 rupees is entered "as formerly due;" whereas this is for 9,001 rupees. Now, if it was genuine, how would the bankers (Parukh & Lag) have omitted the odd rupee in this one? The date and rate of interest are not inserted in this bond; and from the item of 9,000 rupees being written therein, it would appear that the accounts had been made up prior to it, showing this balance as then due. This sum has no connexion with the former bond. Notwithstanding this, the parukh has made out his account, calculating interest at one rupee per cent. per mensem, as noted in the bond of Sumvut 1876 (A. D. 1820), produced by him, and from the date therein specified. This was a false account, of which the Colonel both writes and says I did not inform him. With reference thereto I beg to observe, that in the heading of the bond for 19,001 rupees is written, "Principal due to you as follows;" and in what follows is entered a sum of 9,000 rupees "as formerly due."

That item is entered in the bond in the following manner:

"*Rs.* 9,000, formerly due to you, the corresponding bond for which is in your possession;" and the item of the new sum (loan) is entered thus:

"*Rs.* 10,001, principal lent on 14th Kartik Shood (30th October), and interest to be charged thereon at 12 annas per cent. per mensem; agreed on, according to which I will pay,‡ without abatement, principal and interest included. Agreed that the interest be calculated annually."

In

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* 9 per cent.

† 12 per cent.

‡ 9 per cent.

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In this manner separate mention is made of both sums, altogether 19,001 rupees. This is all that is written in the bond, viz.:—

"When a settlement is made of my affairs I will, first of all, agreeably to the above, liquidate the account." If it is as the Colonel says, the 9,000 rupees in question would be entered as arrears due on a former bond; and if this item was not to bear interest, it would have been written so; and from the circumstance of its not corresponding with the original bond, if he had not taken the latter back again, he would at all events have written something in it (the new bond), to show that it was cancelled. Instead of doing so, he made no mention of the rate of interest, but merely referred to the bond with the parukh, and only mentioned the rate of interest and other particulars of the new sum (the other item); in the total also no further reference to this was made, and as, instead of 9,001 rupees, 9,000 rupees only were received, therefore at the time of entering the item in the new bond, it was probably entered as it was received; and in order that ciphers might not appear in the total, he has added the figure (1) to the new sum. This is not contrary to custom; but bankers (parukhs) can never recover by any possibility such an amount of interest as has now been made out on such an old sum (debt). Government has already decided this. I have no decided opinion on the subject, and there is no necessity for my having one; therefore there is no occasion for my enlarging on this subject. In the 12th para. of the report sent in to Government by Colonel Outram, No. 209, dated 31st August 1848, it is written that in the bond signed by the late Mr. Williams, 12 annas is the amount of interest* agreed upon; on examining which, it is apparent that in the subject of the bond for 19,001 rupees, in which an item of 9,000 rupees, according to a former bond, is entered, that the Colonel at that time entertained the same opinion, and put the same interpretation on those words as I myself did. In the same paragraph the Colonel writes that the agreement made (regarding the interest) was brought about through carelessness, and in an equivocal manner; but this is quite an irrelevant matter.

4th Para. In the new bond, in the clause anent the 9,000 rupees, the date and year of the old bond is not mentioned. When the copy of the bond, dated Magh Vudh 5, Sumvut 1876 (4th February 1820), was produced, it was necessary to have compared and examined the account-books (chopras) to prove in a clear manner that this was the actual bond; this was not done. At first I never thought of conceiving why the date of the old bond was not entered in the new one against the item "formerly due." I have alluded to this in my former deposition, and my principal reason for so doing is this: I reflected that if the 9,000 rupees does not bear interest, and simple interest is only calculated on the other two items at the rate of nine (tuckes) annas,† it amounts to nearly double the amount of principal; viz. 31,000 rupees. I thought this affair did not require my prying close into it. I from the first was convinced that more than double the amount of the principal would never be awarded; in order that I might remember the circumstance, I drew up a written memorandum of the case, and drafted a summary of the doings from the first. This I handed over to Narain Row, and directed him to fill in the dates and numbers in certain blank places that I had left in that account, and to get a translation made of it, and then present it to the Colonel. In this manner I was always in the habit of drawing up and preparing summaries of any case of which the Colonel required memoranda, who, on making himself acquainted with the contents, was in the habit of destroying them. In this manner I drew up the summary above alluded to. In some cases regarding which an order was received for a report to be sent in along with the proceedings, and the Resident's opinion thereon (to which effect a sherree was written), it was necessary to furnish a report stating the different causes, and also giving an opinion. This paper of mine was none of this kind, as you will at once perceive on reading it; it is merely owing to the present dispute that the Colonel attaches such great importance to this paper.

5th Para. When the accounts first came to the Residency, I said three or four times in open court, in the presence of all, that the Parukh would never receive more than double the amount of the principal. The reason of my not telling it to the Colonel, without his asking, was that he was of course acquainted with this well-known fact, and, therefore, what was the use of my telling him it again? The business of settling the debts of Ajum Baskur Row, and Bulwunt Row Guicowar, and others, was arranged through the agency of the Residency; and it is therefore unlikely that the Resident would not be aware of any orders of Government that may have been formerly received regarding these cases, on matters of business, already explained by subordinate officers, that their superior officers should not give their conjectures thereon, and that they should be wholly informed of every little matter by those under their authority; and if not informed of every minutiæ, to accuse them of intrigue, is most unreasonable. Again, if on any object, a difference of opinion happens between a superior officer and his subordinate, and on that alone the former should bring a false accusation against the latter, of having given his opinion through deceit, it is a groundless one. It is needless to enlarge on this subject; even after I had given my opinion in my reply (deposition) that double the amount of the principal, viz., 34,004 rupees ought to be awarded to the Parukh, the Colonel, in the 12th para. of his report to Government, No. 209, dated 31st August 1848, writes that the amount of the fourth sum, *Rs.* 83,153. 4. 11., mentioned in the 11th para., is the correct claim of Hurree Bhugtee; and in the 13th para. he writes, that if the claim of Hurree Bhugtee is admitted, according to the above sum mentioned in the 4th item (manner of proposed settlement), after deducting therefrom what he has already received, he will be entitled to *Rs.* 38,309. 5. 2. After this he gave it as his opinion that the amount of the receipt, and the balance mentioned in

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* 9 per cent.

† 9 per cent.

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the paras. of his report, amounting to altogether *Rs.* 72,514. 1. 7., is the just claim of Hurree Bhugty, which is about 8,500 rupees more than I gave it as my opinion that he was entitled to. Notwithstanding this, Government decided according to my opinion. This matter the Colonel brings forward as one of his proofs to show my rascality. How he can do this I leave it to the commissioner to judge.

6th Para. The deceased, Mr. Boyd, at first, on the receipt of a yad, in 1842, from the Parukh, stating that the principal and interest of his account, amounted to (*Rs.* 1,27,695. 14.), one lac, twenty-seven thousand six hundred and ninety-five, and fourteen annas, and requesting that it might be granted to him, wrote to Government on the subject in an indefinite way, and an answer of a similar nature was received in reply. On which, from the year 1842, instalments were paid to the Parukh. It was at this time necessary to define the limit to which he was to receive interest. If it had been allowed to continue in an undefined state, from the constant change of the Resident's officials and other causes, it would never have been known up to what period the money was to be paid; and this would have been a great mistake; I, therefore, volunteered this information. I leave it to my judges to decide whether in my doing so, I did it for the advantage of Govind Row Guicowar, or that of the Parukh.

7th Para. In this charge the Colonel attributes additional guilt to me, inasmuch as I withheld papers, by the production of which the falseness of the account, at that time produced by the Parukh, would have been most clearly established. With reference thereto, in 1842 and 1845, yads were received at the Residency from the Parukh, regarding recovering certain sums of money from Govind Row Guicowar, as per bond. In those he noted the balance then due to him. I did not recollect the circumstance of these yads having been received, but as soon as I found them I handed them in. A statement of this circumstance will be found in the answers to the questions put to me on a former occasion; I shall therefore not amplify on this head. The Colonel's assertion, that in my former answer I stated that on searching the dufturs for the lost papers, a carkoon found them and gave them to me, is not true. With reference to this I have only to remark, that if the carkoon had at that time been summoned to the Colonel's presence, he would have distinctly proved my statement to be true. Instead of doing this, he afterwards, in the year A. D. 1850, took his deposition, and now entered it in the present proceedings to substantiate his charges, and also causes his oral evidence to be taken. Now it is three years since this occurrence took place, for which reason many of the witnesses don't recollect all the particulars. In addition to this, these individuals have not only the dread before their eyes of losing their service, but also fear experiencing some other misfortune; and being unwilling to break the ties of servitude, they give their evidence without due regard to rigid accuracy. In support of this, I beg to state that Colonel Outram, not approving of the evidence formerly given by Narain Row Chimnajee, wrote to Government, and represented him as being an accomplice and ally of mine; and on this pretext got him suspended from his appointment. Bajaba is a man of a very bad memory; and therefore, partly through forgetfulness, and partly through fear, he gives very evasive evidence. Hurree Punt, at the present, conducts the business of principal carkoon, and if he gave true evidence he would be instantly removed from his situation. The drift of the matter is this: the papers above alluded to were registered in the diary, and the evidence of the different carkoons have now been taken before the Commissioner, from which he will be fully convinced of the injustice of this false accusation now preferred against me by the Colonel.

8th Para. The sum and substance of the above-mentioned papers is this: on the old sum of 9,000 rupees interest has been charged from the Sumvut 1876 (A. D. 1820), at least so it would appear; but the rate of interest on the whole amount,* inclusive of the old sum of 9,000 rupees, has been calculated at 12 annas per cent. per mensem. Now, on the old sum of 9,000 rupees he has calculated and added interest† at the rate of one rupee per cent. per mensem, and quotes the old bond as his authority for doing so. This the Colonel brings forward as my reason for not producing the papers when called for, in order that I might, by so doing, the better conceal the fraud of the Parukh. With respect to this, I beg to remark that in my summary of the case it is stated that in the bond for 9,000 rupees, interest at the rate of one rupee per cent. per mensem is mentioned, but not compound interest; and in the yads above alluded to, as forwarded by the Parukh, compound interest is charged on the 9,000 rupees at the rate of 12 annas per cent. per mensem. In this manner simple interest at one rupee,‡ and compound interest at 12 annas;§ of the two the latter is by far the largest amount. Therefore, what great object was there to be obtained by my keeping back the two papers in question. If the account had been decided as correct, the advantage arising therefrom would have accrued to the Parukh. The only thing that can be laid to my charge is, that when called upon to produce papers that had been received at the Residency, I had no recollection of them, and therefore could not give them at the time required. From this, what ground is there for accusing me of wilfully withholding documents?

9th Para. The evidences of M. Battye, Esq., Mr. Hykoop and Narrain Row have been taken in this matter; and from the answers given by them it is apparent that the translation of the Mahratta summary of the case drawn up by me, which has been prepared and attached to these proceedings, is not a correct one. In the seventh clause of my summary, in which is written, touching the item of 10,000 rupees, "that interest is to be calculated yearly,

* 9 per cent. per mensem.

† 12 per cent.

‡ 12 per cent.

§ 9 per cent.

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yearly, so it is agreed." In the English translation the words, "the sum of 10,000 rupees" are entirely omitted, and the Colonel states as the reason for this omission, that in the Mahratta paper these words appear written above like a correction, and are in the handwriting of Narain Row; that they are not original, but have been inserted afterwards; and merely on this supposition, having thought the translation he had prepared a true one, he now extracts this meaning from my statement: "it is agreed that compound interest be charged on the total amount, 19,000 rupees, including also the item of 9,000 rupees." With reference to this, I beg to observe that this is not the only correction in the above-mentioned memorandum in the handwriting of Narain Row. On reading the papers of this case, I drew up a summary of it, and in various places left blank places for filling in English eras, the dates and numbers of papers, and the rates of interest, of bonds, and the English (sheras) endorsements thereon, &c., and afterwards caused them to be written in by Narain Row, who was in the habit of filling in the blank spaces left for him, and if there was not sufficient room for the purpose, he used to write above the line and on the margin, apparently like a correction. The translation of this paper was made by Mr. Hykoop through Narain Row; how the words "the sum of 10,000 rupees" were omitted, I cannot comprehend. The assertion that these words were added to my summary after the translation was made is incorrect. In the translation, "in the latter part of which (viz. bond)" has been written in the place of "the sum of 10,000 rupees;" whereas these words do not occur in the Mahratta clause at all. It is quite beyond my comprehension to fathom the reasons of the translator for inserting these new words, by which the whole meaning of my summary is completely perverted. In the present translation the meaning appears "in the latter part of which (viz. the bond);" but instead of the agreement being inserted in the latter part of the bond, it is inserted in the latter part of the clause regarding the item of 10,000 rupees. It ought to have been translated "in the latter part of which clause," instead of which the word "clause" has been omitted; thus entirely altering the meaning of the sentence; it is probable this might have occurred through the inadvertence of the translation. In several parts of this translation discrepancies of a similar nature occur. If the Commissioner will cause a fresh translation to be made of my summary, and compare it with this one, he will at once perceive the differences; because discrepancies occur in the translation, it is inconsistent to accuse me of inserting words afterwards in my summary, and thereby perverting the meaning of it.

10th Para. If the Commissioner will give this his minute and careful consideration; in the clause touching the 9,000 rupees, "according to that (viz. bond)" is written now, the meaning of these indefinite words is explained as follows in my summary, that the old bond for the 9,000 rupees remains *in statu quo*, to define the amount of interest payable thereon. Now, if I should write after this that compound interest is payable thereon, discrepancies would appear in my own summary. I beg you will therefore reflect on the impossibility of my writing such directly opposite statements in one place. In the bond for 19,001 rupees, the agreement that compound interest be charged, is only inserted after the one item; viz. the new sum, 10,001 rupees. How is it possible that I should misrepresent the meaning of a bond bearing the signature of the "Sahib" (Resident) in my summary in such an utterly false manner?

11th Para. I have pointed out in my memorandum the balance stated in the Parukh's account to be due to him, and merely on this the Colonel says he will clearly establish that I passed his claim for about three lacs of rupees. With reference to this the Colonel finding a difficulty in supporting this, as I clearly brought to notice in my memorandum the point of dispute regarding the compound interest, further affixes this as a stigma on me, and says that the "Baba" is ready to prove that in cases where indefinite agreements are entered into regarding interest, that it is the custom of sowkars to charge compound interest thereon. If now by writing in an indefined manner it could be understood that compound interest was meant to be charged thereon, then what necessity was there for writing in a distinct manner in the bond for 19,001 rupees, in the clause for the item 10,001 rupees, that compound interest was to be charged thereon? The purport and aim of it is this: in debt bonds of this description, unless a clear written agreement is entered into, that compound interest is to be charged thereon, it is not the custom in courts of justice to award it.

12th Para. I did not at first remark that in the bond for 19,001 rupees the date of the old bond was not inserted against the old sum (former debt), and I did not at the time recollect that papers had been formerly received in the duftur on that account; the Colonel avers that this statement of mine could not be possibly true. With regard to this I have only to remark that if every one will only reflect on their own particular situations they will find that they have experienced something of this kind at some period of their lives. I will not therefore now enlarge on this topic.

13th Para. The Colonel says that I am an accomplice of Baba Nafra, to prove which he has produced four papers which were found amongst the dufturs of that individual, which were brought to the Residency for examination; among these is a copy of the deposition of Gumashta Echa Ram, and two copies of depositions of the Baba, altogether three, on the subject of the above-mentioned claim against Govind Row Guicowar. Regarding this Echa Ram gives the following evidence: "We procured copies of my deposition and one of Baba's, but I don't recollect that we obtained the Sahib's (Resident) permission to do so. We obtained the copies either on the day our depositions were taken,

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or the following day." It is a mystery to me how the above-mentioned Echa Ram does not give his evidence with faithfulness, in a clear, succinct manner, but on the contrary relates everything in an indefinite manner. I recollect perfectly that after Echa Ram's deposition was taken before the Colonel, he presented a petition to him, stating that he wanted a copy of it to show to the head gumashta (mumeen); on this the Colonel told him that if he liked to take a copy of it, he would be allowed to do so; accordingly he took it. The Baba's deposition was taken twice, when he also sent a petition requesting that he might be permitted to take copies of them; upon which the Colonel ordered that if the Baba liked to take copies of his depositions himself he might do so. Thereupon, either on that day or the following, the Baba's carkoon came to the office and took copies of the depositions openly before all present. The fourth paper produced is a Goozerattee translation of the decision of the Court of Directors regarding the case of the son of Joitabaee. How the Baba got hold of that paper I cannot say. I never knew that such an order of Government had been received at the Residency, and it was never entered in the Mahratta duftur during the time I have been in the office. I never knew anything of English reports sent into Government, or of the answers received thereto, of which there was no necessity to enter into a Mahratta or Goozerattee correspondence thereon. The English writer used to keep such papers in secret, and it being in the political department, the contents of them are never published. Such being the case, how the Baba became possessed of this document he knows best.

14th Para. In the first report that the Colonel sent in to Government on the subject of the present case, my conduct was brought to their notice; of course the Government sent an answer thereto containing their decision regarding it. Now, if the Commissioner thinks it proper, and will call for this paper from the Resident's office, he will understand the matter fully. Besides this, what evidence can I produce? I have written and explained all the true particulars of my case. On the 27th of June 1851, in the evidence of Narain Row it was not clearly elicited in how many places in my memorandum (summary) corrections were made by him, and what those corrections were, for which reason it is necessary that his evidence be taken again.

Baroda, 1 July 1851.
Ashad Shaad, 2d S. 1907.

(signed) *Nursoo Luxmon,*
Late Native Agent, Residency, Baroda.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

SECOND CHARGE.

LIST of DOCUMENTS and WITNESSES in support of the Second Charge.

Report to Government, dated 31 August 1848.
Appendices to ditto.

A. Yad and enclosures from Purshotum Bechur, of the firm of Hurree Bhugtee, dated 5 August 1848.
B. Nursoo Punt's Report delivered, 21 August 1848.
C. Examination of Baba Nafra, 31 August 1848.
D. Examination of Nursoo Punt, 26 and 31 August 1848.
E. Memorandum presented by the Hurree Bhugtee firm in February 1842.
G. Yad from ditto, dated 11 July 1848.

Letter from Government, No. 5,249, dated 18 December 1848.
Report to Government, dated 30 July 1850, with its Enclosures, No. 1 to 6.
Letter to Government, dated 7 September 1850 (207 A.) with its Appendix A.

WITNESSES.

1. Icharam Vunarsee Gomashta of the firm of Hurree Bhugtee.
2. Dulput Ram Keshowlall, of the firm of Hurree Bhugtee.
3. Damodhur Doolubh, of the firm of Hurree Bhugtee.

Sowcars.

4. Gopall Row Myral.
5. Hurrybhaee Bhugteedass.
6. Kooshalchund Ambaeedass.
7. Munguldass Suckheedass.
8. Ruttonjee Kandass.
9. Hemchund Wakutchund.
10. Maneekchund Juggeejee Wondass.
11. Munsookram Bhaeedass.
12. Purboodass Kasseedass.
13. Purmanund Nurbhoyram.
14. Samuldass Bechurdass.

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Answers of the above Sowcars to questions put to them :

Hurry Appajee, Residency Carkoon.
Bajaba Bappoojee, Residency Carkoon.
Narrain Row Chimnajee, Residency Carkoon.

DOCUMENTS.

Examination of Hurry Appajee, dated 16 July 1850.
Examination of Bajaba Bappoojee, dated 16 July 1850.
Examination of Narrain Row Chimnajee, dated 16 July 1850.
Two extracts from chopras of Samul Bhugtee.

(signed) *J. Outram*, Resident.

Mr. Boyd's letter of the 10th April 1842, No. 304.

Witnesses:—Lieutenant Battye, Mr. Hykoop. Added on the 21st June 1851, subject to the Commissioner's discretion before the close of the case.

(signed) *W. E. F.*

SECOND CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere*,
Special Commissioner.

PROCEEDINGS.

Wednesday, 25 June 1851.

The Commissioner resumes his proceedings from the adjournment of the 23d instant.

THE prosecutor and accused are in attendance.

The Commissioner proceeds to inquire into the second article of charge exhibited against Nursoo Punt.

The prosecutor addresses the Commissioner in explanation of this charge.

The prosecutor exhibits as documentary evidence his letter to Government, No. 209, with Appendices, which is recorded (A).

A memorandum, dated 5 August 1848, and accompaniments, which are recorded (B), 1 to 6 inclusive.

Nursoo Punt's report of the 21st August 1848, which is recorded (C).

Letter from Government, No. 5,249, dated the 15th December 1848, which is recorded (D).

Examinations of Nursoo Punt, of the 26th August 1848, and the 31st of the same month, which are recorded (E) and (F).

Memorandum from Hurree Bhugtee of 11th July 1848, which is recorded (G).

Report to Government by Colonel Outram, dated the 30th July 1850, No. 179, and six enclosures, (H).

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Letter to Government, No. 207 A., dated 7th September 1850, and enclosures (I).

The Commissioner determines to receive Mr. Boyd's letter of the 10th April 1842, No. 304 B., tendered by the prosecutor on Saturday last, and it is recorded (J).

Two extracts from the accounts of Hurree Bhugtee's firm are recorded, (K) and (L).

The accused requesting to be allowed time to read and consider these documents, before the witnesses are examined, the Commissioner complies with his request; but the prosecutor urging that he has several sowcars to examine, on subject of mercantile practice only, who are in attendance, and to whom being called again would cause great annoyance; the Commissioner complies with his request that they may be examined, and they are accordingly called in.

Gopal Row Myral is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Gopal Row Myral.

I gave an answer to the question, whether in entering a former bond for 9,001 rupees in a new bond, for a further sum, it would be entered in round numbers or not, before, and I will not answer it again.

He refuses to answer any questions put to him, that he had answered before.

The accused has no questions to put, and witness withdraws.

Dhamodhurdas Kesoodas, of Koolsalchund Ambeeda's firm, is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Dhamodhurdas Kesoodas.

When a bond is made for 9,001 rupees, and it becomes necessary to write another, including the amount of the former bond, in it, it is entered as a bond for 9,001 rupees, and not 9,000 rupees only?—When a new bond is written, including in it a former bond, if the account has been made up, the whole amount due upon the former bond is entered in the new one; if the account has not been made up, only the principal of the old one. The purport of the former bond, if the account has not been made up, should be entered in the new one; but it need not be mentioned that the account has not been made up. When sowcars recapitulate former bonds in their new ones, they enter the date and rate of interest of the old bond

Cross-examined by the Accused.

If a bond is passed for 9,001 rupees, and subsequently one for 10,001, they would not make the new bond for 19,002 rupees, but for 19,001 rupees only?—I have never heard the question raised whether a former bond, referred to in a new one by its amount alone, would be upheld or not. The purport of the expression, "9,000 rupees, due to you before that bond is with you, according to that," is that that bond might be referred to and not fall. How the interest of that bond is to be calculated has never been discussed in our firm.

Re-examined by the Prosecutor.

The date of the bond for 9,000 rupees, mentioned above, is not given, so that it cannot be identified?—The writer can tell whether the unit ought to have been added to the new sum for 10,000 rupees, or should be left on the 9,001; it is fit that it should be left on the old bond.

The witness, having heard his evidence read over to him aloud in Mussulmanee, withdraws.

Chundeelall Lallooshet, of Mungul Succudas's firm, is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Chundeelall Lallooshet.

When a bond has been passed for 9,001 rupees, and then another 10,000 rupees added to it, then it is not customary to make the new bond for 19,002 rupees, but 19,001, and then to write the 10,000 rupees in round numbers?—It is customary to enter the purport of the old bond in a new one referring to it, but it is also customary not. A former bond, referred to in a new one by the

the amount alone, without reference to date or interest, must be confirmed. Bonds are always made with a unit at the end, to prevent round numbers. Honest men do not require the full purport of a former bond to be entered in a new one, but dishonest men do. A bond for 9,001 rupees would, when entered in a new bond, be entered as 9,001 rupees, and not 9,000 rupees. I should say, if I saw 9,000 rupees entered in a bond as referring to a former bond, that it was the balance due upon that bond; if it was entered 9,001 rupees, that it was the bond itself.

Cross-examined by the Accused.

It is customary to enter 9,001 rupees as the old bond; if it was entered as 9,000 rupees, and the new one as 10,001 rupees, total 19,001 rupees, the former would not be the amount of the bond itself. I do not understand the entry about 9,000 rupees in the bond (B) 5. My former answer is correct; the answer I refer to, is to the question whether 9,001 rupees or 9,000 rupees should be entered.

By the *Commissioner.*] When the date and rate of interest are not entered in the recapitulation of a bond, it is as if the bond did not exist.

The witness having had the above read over to him aloud in Mussulmanee, withdraws.

Moteelal Samuldass is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Moteelal Samuldass.

Most people write bonds with a unit at the end of the amount to avoid round numbers. If the account of a former bond was balanced it would be entered in a new one as for that amount; but if it was entered merely as a bond for such an amount, it would be to be settled separately. If a new bond is at the same rate of interest as the former, no reference need be made to the rate of interest that former one bore, but the date should be mentioned. It is necessary to strengthen a bond, in my opinion, when recapitulating a former one, to mention the rate of interest and date which it bore, that there must be some mark by which to recognise it. If the bond to which reference is made in (B) 5 was for 9,001 rupees, it should have been so mentioned in the new bond; but Heaven knows whether the writer might have written 9,000 rupees by mistake. Nothing can be made out from that entry, but that 9,000 rupees were due; but by looking at the account it might be settled.

Cross-examined by the Accused.

If the entry of one rupee was left out by mistake, the bond would not be invalid. It is customary to give only rupees in round numbers, and enter them as rupees so many and one; but if the unit is omitted by mistake, it might be added in the new bond.

The witness having had the above read over to him aloud in Mussulmanee, withdraws.

The prosecutor stating that he does not require to call any more sowcars to this point, and the accused not requiring to cross-examine them, the Commissioner closes the inquiry for to-day, and adjourns until Friday, the 27th instant.

(signed) *W. E. Frere.*

Friday, 27 June 1851.

Resumed the inquiry from the adjournment of the 25th.

The prosecutor and accused are in attendance.

Colonel Outram informs the Commissioner that having been at Durbar yesterday, he informed his Highness the Guicowar of Gopal Rao Myral's misconduct on Wednesday last, and that his Highness was much distressed, and wished to express his censure of Gopal Myral's conduct to him in the Resident's presence; but Colonel Outram declined that, being satisfied of his Highness remarking it in sufficiently strong terms to prevent a recurrence of it. His

Highness then offered to send Gopal Myral to the Commissioner to-day to apologise for his conduct; regarding which Colonel Outram said he would take the Commissioner's wishes on the subject. The Commissioner thanks Colonel Outram, and informs him that he has no wish to take any further notice of the matter; as, though Gopal Row Myral's conduct was highly improper, the Commissioner saw it was more degrading to Gopal Row Myral than anybody could think it was to the Commissioner, and he consequently took no notice of it at the time.

The Commissioner remarks that the memorandum from Hurree Bhugtee's firm, of the 6th July 1848, has not been recorded.

The prosecutor gives it in, and it is recorded (M).

The prosecutor informs the Commissioner that he wishes to add further evidence in the fifth charge, viz.:

A statement of facts, dated 6th April 1851.

Hurreechund, a carkoon of the Residency.

Extract from note from Edward Fawcett, Esq., dated Kundalla, 12th May.

Extract from note from Mr. Grant, dated Bombay, 9th June.

The Guicowar's minister, Bhow Sahib; and that the names he left blank in the list he gave in formerly are to be filled up with—

Ramrow Nursew.
Pandoorung Gurdaleder.
Succaram Seevuram Kakur.
Mahadewrow Ramchunder.
Wishwashrao Basker Gokle.
Krishna Brahmin.

These names are added, subject to the Commissioner's discretion on admitting them before the close of the case.

The Commissioner continues to record the evidence for the prosecution in case No. 2.

Hurree Appajee is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Hurree Appajee.

The first time I ever saw the paper now shown me (G) was about a year ago. The Dufturdar Nursoo Luxumon, in 1848, ordered a search to be made for documents in Govindrao Guicowar's case; I do not recollect the month. Narayen Row Bajaba and I searched for them. No papers were found in the dufter I searched. The papers of current business are kept in separate bundles, as are those which will certainly be called for. The bundles which are to be produced before the Resident the dufterdar keeps; the others are kept in a separate room. I was told, after having searched for a couple of days, not to search any more, from which I concluded that the papers were found. I never heard nor suspected who found the papers. The dufter was closed after the dufterdar told me that the papers were found.

Cross-examined by the Accused.

Sometimes papers are left out of the case to which they refer, having been put into the bundle of the month in which they are received. The carkoons search the bundles for the papers that are required, not the dufterdar; but some important papers are not shown to the carkoons. Narrayen Row keeps those important papers which are to be kept secret. If Narrayen Row is not present, they are given to some other carcoon, when Narrayen Row is absent on leave, otherwise Narrayen Row has them. I never heard of your taking papers home, nor have I ever seen it.

The witness, having heard the above read over to him aloud, withdraws.

Bajaba Bappoojee is called in; and, the Affirmation administered to him, is examined by the Prosecutor.

Bajaba Bappoojee.

The dufterdar Nursoo Luxumon ordered some papers to be searched for connected with Govindrow Guicowar's case in August 1848; he desired Narrayenrow, me, and Hurreepunt to search. I did not find any; the dufterdar was sitting outside; and after we had searched for two or five days the dufterdar said that the

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the papers had been found and there was no occasion to search; we were all searching inside, and he was outside, and hearing this we all stopped. I do not know who found them. The bundle of current business remains in the dufterdar's dufter. By dufter I mean the cloth in which the papers are tied up; the dufter is put by the furash into a box when the work is over of an evening, and is taken out and put by the dufterdar to work. The press is locked and all keys are put into a box, the key of which the dufterdar keeps. I was one or two paces outside the room, when I heard the dufterdar say the papers were found; there was no one in the room at the time; the carkoons were in the writing office at the time. There are two rooms, one writing-room and the other record-room; and when the dufterdar said the papers were found, the carcoons were all in the writing-room, and the dufterdar was sitting in his own place in the writing-room. I do not know how many papers were found; I did not hear who found them. Narrayenrow, and before him Kessoorow, who is now dead, used to get former papers out for the dufterdar, but if they were not there others used to get them. I do not recollect that I found one of these papers; we were not all occupied at the same time in searching.

Cross-examined by the Accused.

I kept the diary of letters received since you came here; I pointed out to you in the diary for 1842 that the paper was entered there; you desired me to search the dufter of diary papers, and find this one; I did not take the paper out of the dufter and give it to you. I say what I remember. I do not recollect, after your finding the paper of 1842, that you desired us to search for that of 1845. Three dufters are made up, two of the Guicowar and the other of miscellaneous inward and outward, and sometimes papers of cases yet left in them. You have former papers got out by the carkoons. I never heard or saw you take home any papers. I opened the dufturs in a small space in front of a box in the duftur-room, not in the doorway. It is a little askew from the place where you sit.

By the *Commissioner*.] The order was to get out the papers of accounts; no number of papers was specified. I have written the diary since the end of 1842. There is an entry in the diary of 1845 on the 23d July, of a memorandum from Hurree Bhugtee's firm. I do not recollect to whom I gave this paper for record after I had entered it. The difficulty in finding the paper was, because I did not know where it had gone. There has been no arrangement of the records to this day, they have now set about arranging the old papers. After Nursoo Punt came here he gave an order that every case should be kept separate, and the papers tied up in separate bundles. Govindrow Guicowar's papers were old ones, so it was not done in that way; by old papers I mean those till 1837. If an order had been given to put the memorandum of 1845 into a separate bundle it would have done. I do not know who is in fault. It was not my business to put all the papers into their bundles; I gave them into the record-room to Hurry Punt, or any one else.

The witness, having heard the above read over to him aloud in Mussulmanee, withdraws.

Narryen Row Chimnajee is called in, and Affirmation administered to him, and examined by the Prosecutor.

Narryen Row Chimnajee.

I read petitions to Mr. Battye to translate. I never told any one that I take Mr. Battye's translation to Mr. Hykoop sometimes to correct; but Mr. Hykoop sometimes calls me when he has a translation to correct to read the paper to him; the same is sometimes done with the papers regarding Nursoo Punt. The paper now shown me (C.) is in Nursoo Punt's handwriting, but there is some of it in my handwriting; the line shown me is in my handwriting; it is the item of 10,000. I read the paper to somebody for translation but whether to Mr. Battye or Mr. Hykoop I do not know; I wrote the line before it was translated; I do not know whether it was before he gave it to the Resident or not. I wrote it because the expression was not clear, and in order to make it distinct. It is not the duty of a carkoon to correct the native agent's reports, but he tells me at times to add numbers and dates, but I have no orders to alter the meaning; but if I find anything irregular I show it to him, and if he tells me, correct it.

Cross-

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Cross-examined by the Accused.

The words "Interest per mensem" scratched out are also in my handwriting. Nurso Punt left the space for me to add it; you told us one day that the Resident was very urgent, and that we should search for Govindrow Guicowar and Hurry Bhugtee's accounts. I do not recollect saying that the papers were not to be found. Bajaba and I were searching the dufter's from 1841; he was searching one and I was searching another, and then we found the papers of 1842, but whether it was he or I who found it I cannot tell; sometimes I think it was one, and sometimes the other; we found also one of 1845, I think too that day; the papers of cases are put in bundles, but sometimes they are mislaid. It is the carkoon's business to put papers in their places, not the dufturdar's; sometimes if you have to make report, or calculate interest, you take papers home; but I never heard of your taking any that were recorded in the diary, or papers of that kind.

By the *Commissioner.*] There is a space left for the amount of rupees in one place for me to fill in, but I cannot find any other. I and Bajaba were in the record-room when we found the paper; the others were in the writing-room; I made the interline above because I did not write it in correctly at first. I do not know from what I wrote at first, but at last I wrote it from seeing the records. I cannot tell at this distance of time why I did not write from the records at first. I had no right to amend the dufterdar's report except from the records.

The witness, having heard the above read over to him aloud in Mussulmanee, withdraws.

Mr. *Arnold Hykoop* is called, and the Prosecutor stating that he is required on a point connected with the interpolation in the Document (G.), the Commissioner determines to take his Evidence; he is accordingly sworn and examined by the Prosecutor:

Mr. Arnold Hykoop.

Narrayenrow told me that for the sake of correctness he sometimes brought Mr. Battye's translations to me to revise. The paper now shown me is in my handwriting. It is a translation of Nursoo Punt's report of the 21st August 1848, in Govindrow's case. I am satisfied that it is a true translation of the report. The report was read to me, I believe, by Narrayenrow. I am confident that in making that translation I translated all he read to me.

By the *Commissioner.*] I cannot tell how long ago it was that Narrayenrow told me that he brought Mr. Battye's translations to me to correct, nor the occasion of it. Narrayenrow understands a little English; he can read English writing; he faces me when I am translating; he never looks over what I have written. I believe Nursoo Punt was cognisant of all that passed while he was in office, native and English. I do not know who kept the keys of the native records; I believe Nursoo Punt; no copies or translations of native or English papers could be given from the office without the dufterdar's order. I do not know whether Nursoo Punt took papers home with him to transact business at home; Nursoo Punt was not acquainted with the English records that had no reference to Mahratta or Guzerattee business. I cannot read Mahratta. The translation is the same that I sent Colonel Outram when first the report was translated.

The witness, having had his deposition read over to him aloud, withdraws.

The above translation is recorded (N).

Lieutenant *Montague Battye,* for the same reason as the last Witness, is called in, sworn, and examined by the Prosecutor.

Lieut. M. Battye.

The document (N.) is a translation by Mr. Hykoop, with some corrections in my own handwriting. I can vouch for the correctness of the translation, and the fair copy must have been signed by me as a true translation.

Cross-examined by the Accused.

It is my custom, in comparing a translation, to have the native document read over to me, and I did so in this case.

The witness, having had his deposition read over to him aloud, withdraws.

Icharam

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Icharam Vunarsee is called in, sworn, and examined by the Prosecutor.

Icharam Vunarsee.

The paper now shown me is in my handwriting.

It is a copy I took of a deposition I gave in Govindrow Futtehsing's case, in 1904, Shravunvud 12th; I spoke to Nursoo Punt in the office and took this copy. The other paper now shown me is copy of Baba's deposition. I got this from the office also, it is dated 29th August 1848, and the other dated 31st of the same month; Baba may have brought it. I was not with him at the time. I do not recollect of how many papers I have had copies from the office. The paper now shown me is one. I do not recollect. I first saw it in the bungalow here, when the duftur was brought here; the duftur was brought from Baba Nafra; I am not his goomastha. I am Hurree Buctee's. Baba Nafra carried on Hurree Buctee's business after the Shet's death. The Shet died in 1901. I have been goomastha from 1903 to this day. I was not in Baba Nafra's house, but in Hurree Buctee's shop. These papers were found in Baba Nafra's house; I gave Baba Nafra the papers I got in the shop. I do not know how he took them home. An order came from the Guicowar to take Baba Nafra's dufturs to the Residency, so we brought them. There may have been 10 or 20 of them. The papers certainly came from Baba's house, but I cannot say who brought them; I and the other goomasthas were there. Baba's house was attached in Jestvud, and about 15 or 20 days after these papers were brought here; there were sepoys and all with us.

Cross-examined by the Accused.

I do not recollect whether I asked the Resident for these copies of papers. How can I tell whether copies of papers are to be had from the office without the Resident's orders? I do not understand Mahratta, and cannot tell in whose handwriting these depositions are. I probably sat in the office to copy the deposition, but it is a long time ago, I cannot speak for certain. If I was in the office why should I be there in secret? I do not recollect whether Baba had the copy made in the office, or took a man to make it. I took the copy the day I gave my deposition, or the next day. Nursoo Punt was then dufturdar.

The witness, having had his deposition read over to him aloud in Mussulmanee, withdraws.

The above four papers are recorded (O) (P) (Q) (R).

The prosecutor states that he does not wish to call any more witnesses; and the accused not wishing to examine them, the case for the prosecution is closed, and the accused wishing to be allowed until Tuesday to frame his defence, the inquiry is adjourned to that day.

(signed) *W. E. Frere.*

Tuesday, 1 July 1851.

The Commissioner resumes his inquiry pursuant to adjournment.

The prosecutor and accused are in attendance.

The accused gives in his defence, which is read and recorded (S.)

Narrayen Row Chimnajee is called in, the Affirmation administered to him, and examined by the Accused.

Narrayen Row Chimnajee.

In the second clause of report (C) there are three places in which space has been left, and I have filled it up two in the third clause; in the fourth there was one space left which I filled, and further interlined; one in the fifth; in the sixth I have written something which you cancelled; in the seventh there were two spaces left which I filled also, further interlined, and wrote in the margin, and there is also another place filled in that clause which I thought from a break had been a separate clause; but besides these I can find nothing else in my handwriting. In the seventh clause only the purport of the bond and endorsement are written.

Cross-examined by the Prosecutor.

In some of the places only numbers and dates, and in others the purport of bonds are written. I mentioned before that extracts from the records, as well as numbers and dates, were written by me. I do not recollect the day of Baba Nafra's examination. The papers (E) and (G) were found after Baba Nafra's examinations. I recollect it from Baba Nafra's having been examined; and then some miscellaneous papers were translated, and after that Nursoo Punt said that the finding of these papers was of urgent necessity. Baba Nafra came here about noon, and it was afternoon when the papers were found. I did not speak about the paper which was first found, I mean the last discovered. I do not mean that the translation was completed, only that it was going on. I do not recollect with whom I was making translations that day. I told Colonel Outram that I gave all the papers which were found to Nursoo Punt. I now suspect that either Bajaba or I might have given them, because we both went to give the papers to Nursoo Punt. I did not mention Bajaba's name to Colonel Outram; I am in doubt now because I am on my oath; my statement before Colonel Outram was not on oath; I read my statement, and then signed it. I had my statement read next day, and pointed out alterations in it. I did not then recollect the doubt about Bajaba's or my having found the paper; the occurrence happened in 1848, and my statement was taken in 1850, so that I did not clearly recollect. Colonel Outram told me that he had a couple of hundred questions to ask me next morning, so I was confused and did not recollect about Bajaba that night; it was a month or two afterwards that I began doubting. I did not see Nursoo Punt's report afterwards, nor did I hear it.

By the *Commissioner.*] I did not see minutely on Saturday what places were left for me to fill in in the report; I did not mention to any one the doubt that I felt whether it was I or Bajaba that gave the papers to Nursoo Punt when first it occurred to me, nor have I since; I do not know how (R) got into Baba Nafra's possession. There are no carkoons besides me in the office who understand English. I do not know how people can get copies, papers and information from the office; I never see it. I was next in station in the office after Nursoo Punt, but I had no power to do anything but what he told me. Nursoo Punt alone can tell how copies of papers left the office without his knowledge. There is one box belonging to the guaranteed parties, and other old papers, of which Nursoo Punt had the key, and gave it to me alone to get out the papers; for other papers he sent whom he pleased. Nursoo Punt used sometimes to send the key of the office to me, and I opened the office and commenced work without his being present; if I was not there other carkoons did it, and the office was closed in the same way at times.

The witness, having heard the above read over to him aloud in Mussulmanee, withdraws.

The accused has no further witnesses to call, and his defence is here closed.

The prosecutor requests to be allowed until Friday the 4th instant to prepare his reply, and the accused offering no objection, this case is adjourned to that day.

(signed) *W. E. Frere.*

Friday, 4 July 1851.

Resumed the inquiry in No. 2, from Tuesday last.

The prosecutor and accused are in attendance.

The prosecutor reads his reply to the answer made by the accused.

The prosecutor wishes to put in copies of the carkoon's depositions regarding the finding of the papers, to prove discrepancies between them and the statement Narrayenrow made before the Commissioner, and also the discrepancies between their and Nursoo Punt's accounts of the transactions.

The Commissioner, however, does not think the evidence required, either by the defence of the accused or by the merits of the case, and cannot admit it.

The

The prosecutor further wishes to have some carkoons examined to prove that the paper (R.) could not have been obtained from the records without the native agent's knowledge. The Commissioner, however, is of opinion that evidence of this nature would not be of any use. Could the prosecutor show that Nursoo Punt had been cognisant of the existence of the Honourable Court's Order, of which (R.) is a translation, he would not have refused to receive it, but oral evidence of general practice the Commissioner cannot receive.

The inquiry into this case is therefore here closed.

(signed) *W. E. Frere.*

FINDING.—*Second Charge.*

THE second charge against Nursoopunt is, that "he allowed a false claim to the extent of nearly three lacs of rupees, set up by Baba Nafra, to be prosecuted, without expressing to the Resident the slightest doubt of the justice of the said claim, though he knew it to be unjust; and that he culpably withheld from the Resident's notice a memorandum of account, submitted by the firm of Hurree Bucktee, dated 10 Falgoon 1898 (February 1842), and another dated 7th Ashad 1901 (11 July 1845), which were in his custody, and which proved the unjust nature of the claim."

The prosecutor has, in support of the charge, filed Exhibit (A.), his letter to Government, No. 209, dated 31st August 1848.

(D.), Mr. Chief Secretary Malet's answer, No. 5249, dated 15th December following.

(H.), Colonel Outram's further explanation, No. 179, dated 30th July 1850, and (I.), a further letter, No. 207 A., dated 7th September 1850; but as these letters contain no proofs, and are only of the same value as an opening address, the Commissioner will not dwell on them as evidence.

Leaving out, then, all information derived from assertions in those letters, the facts of the case appear to be as follows:—On the 6th July 1848 the Resident received from the firm of Hurree Bucktee, the memorandum (M.) copied in the margin* of that same date, requesting payment of instalments on a debt due to the firm by Govindrow Guicowar, from a draft in his favour, then in the Residency treasury.

* *See* below.

On the same day the Resident desired that Govindrow's account, and all orders from Government on the subject, should be got out; but the result of that would appear not to have been satisfactory, for the firm were on the 24th July directed to send their account.

This they did on the 5th August, for a memorandum (B.) 1. received from them, bearing that date, copied in the margin,† informs the Resident that they send two accounts of interest, one for 9,000 rupees, calculated at 12 per cent., and another for the remaining 23,000 rupees, calculated at 9 per cent.

† *See* below.

These

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* (M.) The memorandum from Hurree Bhugty is this:—"I have cash due to me by Raja Shree Govindrow Futtehsing; and according to the decision regarding it, the balance of the money which has been received into your treasury on account of the draft of that individual, after deducting therefrom the expenses, has been, from time to time, paid to me towards liquidating his debt. And now, as the money on account of the draft for the past year has been received, it is requested that the Resident will have the kindness to direct that I be paid according to the agreement. Assud Soodh, Sumvut 1904."

†. "(B.) 1. A bond for *Rs.* 19,001, with the Resident's signature; and state, in explanation of the account, that I have a bond of his for former dealings for *Rs.* 9,000, and in that interest is entered at 12 per cent. per annum; and in the above bond for *Rs.* 19,000 it is written, that 'the bond for the former sum due to you is in your possession,' accordingly I have made out a separate account for that at 12 per cent., which I send. *Rs.* 10,001 cash were paid to your treasury, and interest on that was agreed for at 9 per cent., as is entered in the bond for *Rs.* 19,000. There is a bond for *Rs.* 13,001, with the Resident's signature; this was paid into the treasury, and interest agreed for at 9 per cent., so that the above *Rs.* 10,000 out of the *Rs.* 19,000 bond, and this *Rs.* 13,000, making together *Rs.* 23,000 at 9 per cent., I have sent an account of interest for that also separate. I have thus sent the two accounts, which, when you have considered, be pleased to send an order as usual for my being paid the money. Shravunsood 6th, Saturday, Sumbut 1904, corresponding with 5th Ramzan (5th August 1848), written by Purshotum Bechurbhaee, by the hands of Wanumrow Baba Nafra."

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These accounts are recorded (B.) 2. and (B.) 3., and are mere figured statements of account and interest calculated as therein set forth, viz., (B.) 2. at 12 per cent., showing *Rs.* 1,91,873. 3. 9., and (B.) 3. at 9 per cent., showing *Rs.* 1,11,257. 6. 6., due respectively to the 15th Assad Vudh (30 July 1848), making the total amount claimed *Rs.* 3,03,130. 9. 9., and it is with allowing this claim to be prosecuted, without showing any doubt of its justice, that Nursoo Punt is in the first place charged.

These accounts appear to have been referred to Nursoopunt for his report, but the exact date of reference is not given, nor is there any record of the exact object required in the report; however, on the 21st August, Nursoopunt gave in his report (C.), which in his defence he calls "a written abridgement of the circumstances," and upon that, and his subsequent depositions of the 26th and 31st of the same month, turns the proof of his guilt on this charge.

The first para. of the report notices the receipt of the two memoranda of the 6th July and 5th August.

In the second, reference is made to the former Resident, Mr. Williams, having, on the 21st February 1833, informed Govindrow that he owed Government *Rs.* 1,945. 0. 3 ¼., and Hurree Bucktee 32,002 rupees, with interest, to liquidate which 10 rupees per diem would be deducted from his allowance of 30 rupees.

In the 3d para., that on the 10th April 1842, Mr. Boyd, then Resident, informed Government that their claims had been satisfied, and obtained permission on the 7th June to liquidate Hurree Bhucktee's claim from the stoppages.

4th. That, consequently, money had been paid to Hurree Bhucktee, and that up to 1847-48, 33,089 rupees, about the amount of principal, had been recovered by the firm.

In the 5th para. he mentions that Government should decide up to what date, and what sum, should be paid to Hurree Bhucktee, as though they had been applied to. No order had been given on the subject.

In the 6th para. he says, that on asking Hurree Bhucktee's firm what they make out to be still due, they give in an account showing interest on 9,000 rupees at 12 per cent., and 23,000 at 9 per cent., making a claim of *Rs.* 3,03,130. 9. 9., the balance stated to be still due.

In the 7th para. he mentions the bonds upon which the money is claimed, viz., one for 9,000 rupees, dated in 1820, of which no copy is found in the Residency, but to which allusion is made in the bond of 1830 for "10,001 rupees,"* to which Mr. Williams's signature is attached, and to which, against the item for 10,000 rupees, it is stated that interest is to be calculated at the end of 12 months. The other is a bond for 13,000 rupees, simply mentioning that interest is at 9 per cent per annum, with an endorsement by Mr. Malet, that it had been brought by Radabhaiee's (Govindrow's mother) carcoon. The report also mentions that they had brought a copy of the bond of 1820, and that interest in that is at 12 per cent., but no mention is made of its being calculated every 12 months, nor does it bear the Resident's signature.

* Should be 19,001.

The 8th para. mentions what Govindrow's receipts are, and how paid, and what balance is in hand, and winds up, "In short, it is evident that the distinct order of Government is requisite to settle this point." But what the point is that Government are to settle, or what doubts there are on the subject, is not shown, unless we go back to the 5th para., where he mentions that Government should decide up to what period, and what sum, should be paid to Hurree Bhucktee, but whence any doubt arose in his mind, or what it was, he nowhere mentions.

This report did not satisfy Colonel Outram, but previous to going on with the further inquiry he made, let us see whether, considering the information Nursoopunt had then before him, the report was as full as it might have been, and whether there was anything that ought to have awakened his suspicions, and which he ought specially to have brought to the Resident's notice.

The bond for 13,001 rupees (B.) 4. requires no consideration; it bears interest at nine per cent. per annum, was executed before the Assistant Resident, and is unquestioned. (B.) 5. then, copied in the margin,† raises the only doubts in the case;

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† "(B.) 5. To Hurreebhaee Buckedas writes Govindrow Futtehsingjee Guicowar, Soor Sun Sullatheen Myateyn Wuluf:—That I have borrowed from you principal, as follows: *Rs.* 9,000 due to you before the bond, for that is in your possession, according to that; *Rs.* 10,001, this Kartegsood 14th,

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case; there is one arising from the bond being dated Kartegsood 14th, Friday, but Kartegsood the 14th fell on Saturday the 30th October, so that there is some mistake in the day as well as in the date attached to Mr. Williams's signature, which is 27th October 1830; but these are not of material importance, for what is written 27th may be 29th, and that would be Friday, and as Thursday was both the 11th and 12th of Karteg, there may have been some confusion in the date; but as the bond itself is not questioned, only the construction to be put upon it, any notice of a slight discrepancy in the date, which might be an error of the copyist, amounts to mere cavil.

The bond commences with, "I have borrowed from you (Hurree Bucktee) principal, as follows:

"*Rs.* 9,000 due to you before the bond, for that is in your possession, according to that.

"*Rs.* 10,001, this Kartegsood 14th, I received the principal, agreeing with you for nine per cent. interest."

Now, the first question that would strike a person looking at this bond, is what rate of interest is to be paid upon the item of 9,000 rupees, for no rate of interest is attached to that item; nor is any rate distinctly mentioned for the total amount, 19,001 rupees, the rate nine per cent. being apparently confined to the item of 10,001 rupees.

* See below.

Some doubts of this kind must have occurred to Nursoopunt, for the firm produced before him a bond for 9,001 rupees, dated 4th February 1820 (B.) 6. copied in the margin,* and on that he appears to have written his report; but it is nowhere shown how he satisfied himself that this was the bond referred to in (B.) 5., for that only mentions that 9,000 rupees was due on a former bond, but the date of the bond is not mentioned, nor whether it was merely principal, or principal and interest. But even admitting that the sum was due upon a bond for 9,000 rupees, there is still nothing to show that this is the bond; for in (B.) 5., it is said that the money is due to you (Hurree Bucktee), while the bond now produced does not say to whom it is passed, so that all there is to connect thi bond, (B.) 6. with (B.) 5. is, that it purports to have been passed by Govindrow Guicowar, though it does not bear his signature, to somebody, and is for 9,00 rupees, and is produced by Hurree Bucktee's firm, and bears a date anterior t 1830; but this cannot be held to identify the one with the other, and therefore even supposing Nursoopunt to have had doubts of the rate of interest at whic the item of 9,000 rupees was running, these bonds did not tend to elucidat the subject, but of themselves afforded good gronnds for suspicion, from thei tenor alone, without urging the improbability that Mr. Williams would, on th 27th or 29th October, allow Govindrow Guicowar to continue bound to pay 1 per cent. for 9,000 rupees, while he obtained 10,000 at that same time for nin per cent., and had obtained 13,000 (B.) 4. a week before, of which Mr. William ought to have been aware, at the same rate of nine per cent., and all from th same party. Nor is it necessary to increase the suspicions that would attach t the bond for 9,001 rupees, by urging that what purports to be Govindrow's signature is an imitation, apparently, of the sign manual of the Guicowar, adopted i consequence of Govindrow's mother, Radabhaee, at that time laying claim t the sovereignty for him; for if the bond is valid, it would hold good whateve mark it had upon it, if proved; and if suspicious, an unauthorised assumptio of a signature would not much affect it. In his defence (S.) on this poin (para. 4), and in his answer 1, of the 31st August 1848 (F.), Nursoopunt urge that interest having already amounted to 31,000 rupees, nearly the amount o principal, he did not think it necessary to pry more closely into the bond; bu surel

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14th, I received the principal, agreeing with you for 9 per cent. interest; this I will repay, prin cipal and interest, without remission; the interest at 12 months has been agreed on;—*Rs.* 19,00 Thus *Rs.* 19,001 as above-mentioned has been agreed on. When a settlement of my affairs is mad I will repay you first. This is true. Sumbut 1898 (should be 1887), 30 October 1830, Kartegsoo 14th, Friday. Written at the Lady Radabhaee's desire by the hand of Rowjee Narayen Shastree.

"27 October 1830." (signed) "*James Williams*, Resident."

* (B.) 6. Bond of Sumbut 1876, Magwud 5th (Friday, 4 February 1820), on that day to —— writ Govindrow Futtehsing Guicowar, that the purport of writing is this:—"I have for my necessiti received principal *Rs.* 9,001, the interest for one month having been deducted as premium. I future, interest will be paid at 12 per cent. per annum. This writing is true, viz. I will pay t amount of this bond out of the first proceeds of my salary (nemnook)."

surely when there were two points of so much doubt in the transaction as the validity of one bond, and the construction to be put upon the other, as well as the amount of interest to be charged, he ought to have been less obscure in his report; and if it was not to ascertain the rate of interest at which the 9,000 rupees were lent, what occasion was there for him to look at that bond at all, as mentioned in the 7th para. of his report. Enough has been shown above to make it very evident that Nursoopunt ought not, in the 7th para. of his report, to have glossed over the 9,001 rupees transaction as he has done, even if he did not think it necessary in the 5th para. to point out what new doubts had arisen with regard to the amount of interest charged; and we shall see hereafter that the application made to Government, and on which he says no order had been received, had no reference whatever to the large amount of interest.

To return, then, to the facts of the case: on the 26th August, Colonel Outram, as noticed above, not being satisfied with the report, after examining the goomastas, questioned Nursoopunt, and he then (E.) admitted that the date of Mr. Williams's signature being before that of the bond, was suspicious, as was also the omission of the date of the former bond; but on the 31st of the same month, Colonel Outram further examined him (F.), wanting to know why he did not mention his suspicions in his report; to which he replies, that that was a mere brief statement of on what date Government was written to on the subject, and what steps had been taken in the matter, and that the suspicious circumstances did not strike him until they were raised by the Resident; that he did not examine the accounts minutely, seeing that the interest claimed was 10 times the amount of principal, while the custom of the British Government was only to pay interest in equal amount to the principal, and the omission of the date in the 9,000 rupees item did not strike him, and that he was satisfied with the carkoon and shroof's report that interest had been properly calculated, and that he had entirely forgotten any former accounts from the firm, so could not detect the large surcharge of interest over what had been charged before; that he cannot recollect all the memoranda that are received; that the establishment is too weak to keep the records in order; and that it was mere forgetfulness on his part that prevented him, between the 6th July and 21st August, making himself acquainted with the former correspondence.

In his defence (S.) he now urges that he did not pass the accounts, but with that he is not charged, except so far as he allowed them to pass unchallenged. He further urges (para. 2), that from the first he was impressed with the idea that Government would never sanction interest amounting to ten times the amount of the original sum, and that the utmost that could be granted would be a sum equal to the principal; that he thought it unnecessary to mention it in his report, as the Resident (para. 5) must have known it; and that the report was a mere summary of the case, pointing out the necessity of having distinct orders from Government. Nursoopunt does not mention how or why the Resident must have known that damdooput was all that the firm could claim, and all the probabilities in the case are against Colonel Outram's having such knowledge. Had a decision of Government on a similar point ever been communicated to Colonel Outram, he would hardly have ventured, in the 11th para. of his letter of 31st August 1848, Exhibit (A.) to have recommended that *Rs.* 83,153. 4. 11. should be declared the amount of debt, principal and interest, instead of 64,002 rupees; nor would Government, in their answer to his letter, Exhibit (D.) have awarded damdooput only, because they would be "justified in adopting it;" nor would they, in the 31st para. of the Chief Secretary's letter, No. 204, dated 12th January 1849, (which refers to this case, but has been recorded by the accused in the next case (S.), have said that they adopted damdooput after "careful consideration;" they would have taken it as a matter of course, and had they made any remark on the subject would most probably, and very justly, have expressed their surprise at Colonel Outram's having overlooked the precedent.

But if Nursoopunt's opinion at the time was so decided that damdooput only would be granted, what necessity was there for his entering into all the details of the interest due upon the bonds, as contained in the 7th para. of (C.)? All the Resident, according to Nursoopunt's account, required, might have been contained in six paras., by adding to the 6th, where he mentions that the bankers claim *Rs.* 3,03,130. 9. 9. as now due, but the original debt, "as stated by Mr. Boyd, being only 32,001 rupees, the bankers are only entitled to recover

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recover 32,001 rupees as interest on that sum, and the sanction of Government to pay that amount should therefore be obtained."

Much that is obscure in this case would have been avoided, as has also been remarked in the first case, if it had been the custom of the office to give written orders to the native agent when calling for his report, as is, or used to be done by Collectors in the new provinces, when requiring reports from dufterdars. Under the present system, there is no means of knowing, except from his own statement (F.), the specific points Nursoopunt's report was expected to embrace. If it was a mere statement, as he asserts, of what date Government was written to, &c., there was no occasion for sending for the copy of the bond of 1820, or, as shown above, for the latter part of the 7th para. of the report, and therefore the report contains either too much or too little information. The 5th and latter part of the 8th paras. certainly ought to have contained the specific points upon which the opinion of Government was required, and the causes why it was necessary to refer the question to them. This, in the 6th para. of his defence (S.), he now explains by showing that the orders of Government were required to clear up ambiguities, which might arise from Mr. Boyd's indefinite report to Government, when the firm claimed a lac and 27,000 rupees as due to them by Govindrow Guicowar, since it would, if left undecided, as it was by the Government answer, have caused great confusion, and on that ground, he volunteered the information. This, however, is not borne out by Mr. Boyd's letter (J.), as that does not mention the amount of the claim then put forward by the firm, but enclosing Mr. Williams's note of the 21st February 1833, to Govindrow, showing that 32,002 rupees was the principal he owed the firm, and stating that demand of Government having been satisfied, he begs permission to pay off the claims of the firm. This argument of Nursoopunt's is, however, further injurious to himself, as the only way in which he could, when he made his report, have known that the claim made before Mr. Boyd was for 1,27,000 rupees, must have been from the memorandum of the 10th Falgoon 1898 (22 March 1842), one of the documents he is accused of having at that time suppressed; nor does this tally with what he says in (F.), that it was a mere brief statement of when Government was written to, and what orders were received. But making the most generous allowance for the length of time which has elapsed since Nursoopunt made these reports, as truth is always consistent, Nursoopunt cannot expect us to believe both that he made his report a mere abstract of the orders given, because he knew damdooput would alone be granted, and because he knew that under Mr. Boyd's letter to Government a claim for 1,27,000 rupees and upwards might be raised, since he had at that time forgotten all about the only document in which that claim was urged.

Colonel Outram has, however, further to prove that the bond for 9,000 rupees, whatever it was, had been adjusted, produced witnesses, as per margin, to show that the item of 9,000 rupees, without a unit at the end, must, according to the custom of merchants, refer to the balance of an account, and could not refer to an unadjusted bond, and with the exception of Gopal Row Myral, who refused to answer any question, the other three depose to the effect that the item of 9,000 rupees would, among sowcars, denote an adjusted balance of that amount, and not the amount of a bond which was still valid against the writer; and this point Nursoopunt has not been able on cross-examination to refute. The evidence was hardly requisite, for the bond (B.) 6. itself might, as shown above, have been thrown out of consideration. But the very terms of the bond (B.) 5. itself shows that nine per cent. was the rate of interest payable on the whole sum. It commences with, "I have borrowed from you principal as follows," which includes both sums, and then goes on, "this Kartey Sood 14th, I received the principal, agreeing with you for nine per cent. interest," which shows, almost as clearly as words can express it, that nine per cent. was all that was due.

Gopalrao Myral	p. 1276
Damodur Kessowdass	p. 1276
Chundoolal Lullooshett	p. 1276
Moteelal Samuldass	p. 1277

That Nursoopunt did not express any doubts about the claim, though there were good grounds for doubt, has been shown above; and even supposing that the firm was now to contend that their present claim was right, and that it was an oversight of the firm in 1842 and 1845 charging nine per cent. upon the whole, it would be difficult to find any court in which this argument would be allowed weight; for even supposing that the bond (B.) 5. is not as clear in covenanting for nine per cent. as it appears to the Commissioner to be, still the want of identification of the bond alone, by which 12 per cent. was claimed, would be sufficient to throw doubts upon it, while the claim urged by those in 1842 and 1845, who lived nearest to the time at which the transaction took place, and were therefore most likely to be thoroughly acquainted with the circumstances of it, would place beyond doubt that they never contemplated more than nine per cent. interest.

The latter part of (F.) refers to the discovery among the records, of the memoranda from the firm of the 10th Falgoon Sood 1898 (22 March 1842), and 11th July 1845, the latter of which (G.) is only now forthcoming, the former having again been lost, but of this a translation, which forms Appendix (E.) to Colonel Outram's letter, No. 209, of the 31st August 1848, has been preserved, and to this Nursoopunt does not offer any objection. This memorandum of the 22d March 1842, distinctly shows that interest on the whole 32,002 rupees was charged at nine per cent., while (G.) does not show the rate of interest, but exhibits a claim, up to the 29th October 1841, of *Rs.* 1,23,695. 14, and itself proves that nine per cent. is the rate at which interest is calculated; for by the accounts furnished (B.) 2 and 3, interest if charged at 12 per cent. on the item of 9,001 rupees, and nine per cent. on the balance, would at that time have amounted to *Rs.* 173,354. 15. 9.; and it is on these documents being suppressed that Colonel Outram founds the charge that Nursoopunt must have known the claim to be unjust, and allowed it to be carried on without expressing the slightest doubt of its justice, and that he purposely withheld them, and only produced them on compulsion; and to prove this, Colonel Outram has produced witnesses, of whom Hurreepunt (page 1278) and Bajeeba (page 1278) (the latter of whom Nursoopunt states, in answer to the 5th question in (F.), found the first paper) deny any knowledge of the discovery of the papers, and Narayenrow alone (page 1280) recollects that either he or Bajeeba found them; his impression at first was that he had done so, and such was the account he gave to Colonel Outram in 1850, two years after it took place, but subsequent doubts have come into his mind, which he never expressed to any one. Regarding this evidence, Nursoopunt urges in his defence (S.) (para. 7), that no inquiry was made from the carcoons for three years after the transaction had taken place; and, therefore, not only may they have forgotten things, but also, with the exception of Narayenrow, who as a friend of his is under suspension, they have the fear of losing their service to contend with, which affects Hurreepunt, while Bajeeba has the further misfortune of having a bad memory; but whatever weight may be due to Hurreepunt and Bajeeba's evidence, that now given by Narayenrow has clearly a bearing in Nursoopunt's favour, for at first he claimed the credit (if any) of having found the papers himself, while now his evidence goes to deprive himself of that, and to support Nursoopunt's assertion of the 31st August (F.) This forgetfulness on Narayenrow's part is the more remarkable, as finding these papers does not appear to have been a matter of mere daily routine; much anxiety appears to have been expressed by the Resident for them (F.), and finding them must or ought to have created some sensation among all concerned, so that it cannot be believed that the subject could have passed lightly from their memories, and the impression left by Bajeeba and Hurreepunt's depositions, and Narayenrow's defect of memory, is, that though the records were and might be still in confusion, the papers were not found after any anxious search by the carcoons, but must have been produced by the native agent himself; and this opinion receives support from the sixth para. of Nursoopunt's defence (S.), in which, when accounting for the necessity of reference to Government, he says, "the late Mr. Boyd at first, on the receipt of a memorandum in 1842, from the paruk, stating that his account, principal and interest, amounted to *Rs.* 1,27,695. 14., wrote to Government in an indefinite way"; and upon this, accounts for the necessity of making a reference to Government, as "if it had been allowed to continue in an undefined state, from the constant change of the Resident's officials and other causes, it would never have been known up to what period the money was to be paid, and this would have been a great mistake. I therefore volunteered this information." Now, either this is not an honest defence, and is not the true reason why he made his report, or if it is, he must have been aware, and have lately seen the document, for which he says they were searching, and which, 10 days after he made his report, he excused himself for not remembering, because so many passed through the office,

(A.)

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office, for, except from this document, he could not have known that the firm in 1842 claimed *Rs.* 1,27,695. 14., and being aware of this fact, he could not so immediately have forgotten the existence of the document from whence he obtained his information; and, however desirable it might have been to have examined the carcoons at the first, still nothing they could say would have explained this inconsistency in the defence and report.

The confusion of the records has been much insisted on, but the Commissioner is not quite satisfied as to the degree of confusion in which the records are, as from Bajeeba's evidence (page 1279), it appears Nursoopunt had made some attempts to put the records in order, by putting the different cases separate, and if that is the case, had he, when the memorandum of 1845 was received, got out all the papers in Govindrow Guicowar's case, and placed them together, his memory would not have been taxed, and no search would have been required, at any rate there is no excuse for the memorandum of 1845 having been included in the general confusion.

In the 8th para. of his defence (S.), Nursoopunt defends himself from the charge of having kept back the papers to favour the parek; the fact of his having kept them back being proved, it is hardly a question now with what object he did it, for it would almost be assumed that keeping the papers back he did it with a wrong intent; but if that was not his object, it is the more to be regretted that his report (C.) was not more explicit, and that he allowed anything to restrain him from telling the Resident in his report that "damdooput" was all the firm could recover, as that would at once have removed all suspicion, as it would more than have removed all occasion for him to conceal those papers he is now shown to have withheld and it is therefore hardly necessary to remark on the unfounded assertions, in proof of his impartiality, contained in this and the 2d. para., that in his report (C.) he stated that simple interest was alone due upon the item of 9,000 rupees, while compound interest was due on the other two. Neither does the report make any remark on the subject, nor do the bonds contain any stipulation as to simple or compound interest; (B.) 5. provides that interest at nine per cent. is to be calculated every 12 months, and assuming that this stipulation refers only to the 10,001 rupees, it leaves it doubtful whether interest might not be calculated monthly on the other two sums of 9,000 rupees and 13,000, and then, though no one would gainsay that simple interest at 12 per cent. is not more favourable than compound interest at nine, still as it is the universal practice to add unpaid interest to the principal at the end of the stipulated period, and charge interest in future on both, which is nothing but charging compound interest, the Commissioner cannot see how Nursoopunt's impartiality is proved by his assertion, even admitting it to be true, for if interest is calculated monthly at 12 per cent. and added to the principal, as customary among money lenders, it does not much signify whether the money is said to be at simple or compound interest.

Colonel Outram has produced the witnesses, Narayenrow, Mr. Hykoop, and Mr. Battye, to show that the document (C.) had been tampered with since the translation of it (N.) was made; but the alteration in it, if any, is so trifling, merely adding in the fifth line of the 7th para. the figures "10,001 rupees," that the Commissioner does not think it worth notice.

Colonel Outram has further filed (O.), (P.), (Q.), and (R.) to show the influence Baba Nafra (the goomashta of Hurree Bucktee's firm) had over the native agent, by which he was enabled in the first three instances to get copies of depositions from the records, and also the translated purport of letters (R.) (copied in the margin),* from the Court of Directors; these documents having all been found in his house. Nursoopunt, in the 13th para. of his defence, declares that the three first papers were, to his recollection, given under Colonel Outram's orders; this, however, is not borne out by Jeharam Venarsee's evidence (page 1281); but of the fourth paper neither Nursoopunt nor Jeharam can imagine how it got out of the office, or into Baba Nafra's possession.

* *See* below.

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* (R.) Dated 29th May 1850, a Court's letter has been received with abstract, of Joethabhaee's case; in that the Court write, that you have declined to interfere in the business of Joethabhaee Shettanee, because she refused to submit to arbitration, and Mr. French gives as his conviction that the child was not hers; of this there is no doubt.

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session. The fact of these papers being found only shows that documents can be obtained from the records of the Residency, while there is nothing to show that Nursoopunt was more culpably concerned in giving them than any one else, for the three papers which Jeharam says Nursoopunt gave, there was no great objection to his giving, but if given by the Resident's orders they should have been attested, and the copy of the letter from the Honourable Court is, as Nursoopunt suggests, more likely to have been obtained from the English office than from him.

As further proof of the extortionate nature of their claim, Colonel Outram has filed extracts from Hurree Bucktee's account-books, but these were not produced until June 1850, so that they were not before Nursoopunt when he made his report, and though they may be satisfactory as proving that the claim for interest as between Govindrow Gaekwar and Hurree Bucktee, was false, they cannot weigh against Nursoopunt. Colonel Outram also mentions, in proof of the bond being false, the facts (H.) paras. 17 and 18), that though in the bond of 1820 Govindrow is made to refer to his nemnnok, that was not fixed until 1826, and that the nemnook was for four years paid into Hurree Bucktee's hands, and that it was not to be believed but that they would have settled their own account between 1820, or 1826 and 1830; and moreover, that in 1820 Govindrow could only have been a child, having been adopted but 19 months before, and from this he argues that the item of 9,000 rupees in the bond for 19,001 rupees must be the adjusted balance of that or some other bond, and not the bond itself, since the bankers would naturally have paid themselves from the money passing through their hands; but all this occurred previous to Nursoopunt's joining the office, and consequently he was not necessarily cognizant of them, and as there is no proof that he was aware of any of these facts, so his connivance cannot, though his carelessness may, be argued from his not noticing them.

The result, then, of the Commissioner's inquiry into this case is to satisfy him that Nursoopunt's omitting to notice that the claim for interest was laid at a rate never agreed upon, and founded upon a bond which could not but awaken suspicion, betokens culpable neglect and connivance; for Nursoopunt's assertion that, when questioned a week afterwards on the subject, he stated that "damdooput," which Government have since granted, was all the firm can claim, came, the Commissioner is of opinion, too late to save him, when his report, which ought to have exonerated him, had been condemned, and he had been compelled to produce papers which showed that the claim for interest then urged was to some extent fraudulent, and consequently that he is guilty on the second charge.

(signed) *H. B. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

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THIRD CHARGE.

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Baroda, 21 October 1851. (signed) *W. E. Frere*,
Special Commissioner.

THIRD CHARGE.

(A.)

Letter from the Resident to Mr. Chief Secretary *Malet*, No. 215, dated 7 September 1848.

Lieutenant-colonel Outram's letter, dated the 7th September, No. 215 of 1848, formed Enclosure No. 1 to Collection No. 1, accompanying Political despatch from the Bombay Government, dated the 31st January, No. 5 of 1849. This letter, which forms exhibit (A.), being voluminous, is not repeated in this place.

(B.)

Memorandum of Total Account extracted from the Paga Accounts of *Goorajee bin Soobunjeerow Pole*, for Sumvut 1904, from 1st Kartey to end of Ashwun, by Chotumlall Vukeel, together with Arrears.

Rs.	a.	p.										
14,813	4	9										Balance due for former years fixed by the Resident.
5,890	13	9										Produce for current year, 12 months.
2,050	10	–										Salary for six months from the beginning of Kartey to end of Cheyter.
			Rs.	a.	p.	Rs.	a.	p.				
			510	–	–	-	-	-				Pay to chief men.
						300	–	–				Cash to Goorajee Row by himself.
						42	–	–				Trimbuck Row Pole by himself.
						42	–	–				Kasseeba Pole by himself.
						42	–	–				Mulharrow Gorajee by himself.
						42	–	–				Peelajee Row by Gorajee.
						42	–	–				Dajeeba Pole by himself.
						510	–	–				
			260	–	–	-	-	-				Carcoons for six months.
						150	–	–				Vukeel Chotumlal by himself.
						60	–	–				Bappoo Balajee by himself.
						50	–	–				Parek Jugeewun Khandas by Geerdhurd Parek.
						260	–	–				
			448	10	–	-	-	-				Horsemen for six months.
						36	–	–				Behurba Powar by himself.
						36	–	–				Bhumba More as below.
									Rs.	a.	p.	
									30	–	–	For five months by himself.
									6	–	–	One month by Abajee.
									36	–	–	
						36	–	–				Villoba Dunger, by himself.
						36	–	–				Ameer Khan, by himself.
						36	–	–				Abajee Kanjee, by himself.
						36	–	–				Alum Khan, by himself.
						36	–	–				For Katee Khan to Ajumpkhan, by himself.
						36	–	–				Duleepsing, by himself.
						36	–	–				Babajee bin Manajee, by himself.
						30	–	–				Munsook Soobaram, by himself.
						6	–	–				Madhuba Dumajee for one month.
						6	–	–				Kanojee Row's pay for one month, by himself.
						31	10	–				Settled with Chobdar Hussen Khan to Vysak Sood 10th, at five rupees per mensem.
						27	–	–				Dool Sowar Goreea, by himself.
						24	–	–				Poonah Daneekunee, by himself.
						448	10	–				
			192	–	–	-	-	-				Two Silladars for six months.
						96	–	–				Bulwuntrow, by himself.
						96	–	–				Bhuwow, by himself.
						192	–	–				
2,050	10	–	1,410	10	–							Carried forward.

Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*				
2,050 10 –	1,410 10 –					Brought forward.
	250 – –	– – –				Several brothers for six months.
		62 8 –				Sutwajee Row bin Tookajee, by himself.
		62 8 –				Madaba bin Tookajee, by himself.
		62 8 –				Gunputrow bin Tookajee, by himself.
		62 8 –				Bapoo bin Tookajee, by himself.
		250 – –				
	180 – –	– – –				Khasdars for six months.
		24 – –				Sudba, by himself.
		24 – –				Raeejee Kolie, by himself.
		24 – –				Nagurea, by himself.
		24 – –				Ramba, by himself.
		16 – –				Esoo, by himself.
		24 – –				Haneba Wuchun, by himself.
		12 – –				Kaleea Nagereea.
		8 – –				Ammeea.
		24 – –				Shumboo.
		180 – –				
	150 – –	– – –				Sundry people for six months.
		30 – –				Bheestee Reheman, by himself.
		18 – –				Bheestee Mahomed, by himself.
		24 – –				Khutmutgar, of Gorajee, by his master.
		24 – –				Torch-bearer, Rama Bhugut, by his master.
		24 – –				Sepoy, Oomed, by his master.
		18 – –				Peon Mulik, by his master.
		12 – –				Sweeper Ramla, by his master.
		150 – –				
	60 – –					People in the presence, by Gunput Row Bapoo Sahib.
	2,050 10 –					
880 4 3						Grain, &c., purchased on credit from the stores, both in Baroda and Camp.
	315 10 –					In Baroda, from Modie Dulsook Bhana.
		107 13 –				Mahasood 5th, a draft given to the above Modee, for three months, viz.,
			Rs. a. p.			
			30 15 6			In the month of Kartey, for grain.
				Rs. a. p.		
				17 7 6		Bajree 1½ kulsees, ¼ maund, and 3½ seers, at 11½ rupees per kulsee.
				13 8 –		Mutt-Kulsee 1½, and maund ¼, and seers 3½, at *Rs.* 8. 14.
				30 15 6		
			16 4 3			Mussala condiments, &c.
				1 12 –		Jagree (gal.) 13¾ seers, at *Rs.* 5. 3. per maund.
				1 12 6		In cash.
				3 – –		Castor oil.
				2 5 3		Sweet oil ½ maund, and 3¼ seers, at 10 seers per rupee.
				– 15 6		Rice, maund ½ and ½ seer, at 30½ seers per rupee.
				– 6 –		Dol. seers, 14¾, at one rupee per maund.
				2 11 3		Ghee seers 11¼, at 9. 10.
				1 2 –		Kuneek flour, maund ¾ and seers 11¾, at 28 seers per rupee.
				– 6 –		Sugar seers 2, at 5 seers per rupee.
				– 1 3		Oorud 4 seers.
				– 4 6		For grinding grain.
				1 8 –		Grass.
				16 4 3		
			29 14 –			In the month of Magsar.
				21 9 –		Grain.
					Rs. a. p.	
					11 13 –	Bajree Kulsee, 1 maund 1½, and seer 3½, at 10. 12. the kulsee.
					9 12 –	Mutt Kulsee, 1 maund, 1½ seer, 3½ at 18. 14. the kulsee.
					21 9 –	
2,930 14 3	315 10 –	107 13 –	77 1 9	21 9 –		Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		
2,930 14 3	315 10 –	107 13 –	77 1 9	21 9 –		Brought forward.
				8 5 –		Musalla, &c.
					Rs. a. p.	
					1 10 6	Gol (Jagree) seer 13½.
					2 2 –	In cash.
					– 4 6	Rice, seer 8 ½.
					– 1 6	Dal, seers 3 ½
					1 9 –	Ghee, seers 6 ¼ and ⅛.
					2 1 6	Sweet oil, seers 21.
					– 3 6	Oorud, seers 12.
					– 4 6	For grinding grain.
				29 14 –	8 5 –	
			30 11 3			In the month of Poush.
				22 4 6		Grain.
					12 4 –	- - Bajree, kulsee 1, 2 maunds, seers 9, at 10. 12. per kulsee.
					10 – 6	- - Mutt, kulsee 1, maund 2, and seers 9, at 8. 14. per kulsee.
					22 4 6	
				8 6 9		Musalla, &c.
					1 5 –	Gol (Jagree), seer 10 ¾.
					3 3 6	In cash.
					1 – –	Urud, maund 1 ¼, seers 4.
					1 10 –	Ghee, seers 6 ¾ and ⅛.
					– 1 –	Rice, seer 2.
					– 12 9	Oil, sweet, seers 8.
					– 2 –	* * *
					– 4 6	Grinding grain.
			107 13 –	30 11 3	8 6 9	
		112 1 9				Vinsaksood 5th, a chuttee to Modee Dalsook Koober, for 3 months.
						Details:
			33 12 9			Grain, &c. in the month of Maha.
				24 3 –		Grain.
					13 8 9	- - Bajree, kulsee 1, maunds 3 ½, seers 3 ½, at 11. 1. per kulsee.
					10 10 3	- - Muth, kulsee 1, maunds 3 ½, and seers, 3 ¾ at 8. 11. the kulsee.
					24 3 –	
				9 9 9		Mussala, &c.
					– 6 –	Bajree, seers 17.
					– 6 6	Sweet oil, seers 4.
					3 5 3	In cash.
					– 7 9	Rice, seers 14 ½.
					– 2 –	Dol, seers 5 ¼.
					– 11 6	Gol, seers 10.
					– 14 3	Ghee, seers 3 ½ and ⅛.
					3 – –	Masala supplied to a sick filly.
					– 4 6	For grinding grain.
				33 12 9	9 9 9	
			37 2 6			In the month of Falgoon.
				30 13 –		Grain.
					17 4 –	- - Bajree, kulsee 1 ½, maund 4 ½, at 11. 7. per kulsee.
					13 9 –	- - Mut, kulsee 1 ½, 4 ½ at *Rs.* 9 the kulsee.
					30 13 –	
				6 5 6		Masalla, &c.
					1 12 –	Sweet oil, seers 17 ½.
					– 4 3	Rice, seers 8 ½.
					– 1 3	Dol, seers 3.
					2 2 3	In cash.
					1 2 6	Ghee, seers 4 ½.
					– – 3	Bajree Peeth, seer 1.
					– 10 6	Goll, seers 8 ¼.
					– 4 6	For grinding grain.
				37 2 6	6 5 6	
2,930 14 3	315 10 –	219 14 9	70 15 3			Carried forward.

Rs. *a.* *p.*	*Rs.* *a.* *p.*	*Rs.* *a.* *p.*	*Rs.* *a.* *p.*			
2,930 14 3	315 10 –	219 14 9	70 15 3			Brought forward.
			41 2 6			In the month of Cheytra.
				Rs. *a.* *p.*		
				32 3 9		Grain.
					Rs. *a.* *p.*	
					17 15 3	Bajree, kulsee 1 ½, maund 1, and seers 9 ½, at 11. 6.
					14 4 6	- - Mutt kulsee, 1 ½, maund 1, and seers 7 ½, at *Rs.* 9. the kulsee.
					32 3 9	
				8 14 9		Musalla, &c.
					1 6 –	In cash.
					– 4 –	Rice, seers 7 ½.
					– 1 3	Dol, seers 3 ½.
					– 2 6	Peeth, seers 3 ½.
					1 15 –	Ghee, seers 7 ¾.
					1 – –	Gool, seers 13.
					– 3 9	Kuneek, seers 7 ½ (flour):
					– 9 9	Sweet oil, seers 5 ¾.
					– 4 6	For grinding grain.
					3 – –	Masalla, &c.
			112 1 9	41 2 6	8 14 9	
		95 11 3				Sharam Soodh 5th a chittee to Modee Dulsook Khoobur for three months.
						Details:
			32 – 9			In the month of Vysak.
				27 14 6		Grain.
					15 10 –	- - Bajree, kulsee 1 ¼, maunds 1 ¾, and seer, 9 at *Rs.* 11. 6.
					12 4 6	- - Mutt, kulsee 1 ¼, maunds, 1 ¾, and seers 9, at *Rs.* 8. 15. the kulsee.
					27 14 6	
				4 2 3		Masalla, &c.
					– 7 –	Gol, seers 6.
					1 2 9	In cash.
					– 10 6	Sweet oil, seers 6.
					– 4 3	Rice, seers 8.
					– 2 6	Dol, seers 4.
					1 2 –	Ghee, seers 4 ½.
					– – 9	Peeth, seers 2.
					– 4 6	For grinding grain.
				32 – 9	4 2 3	
			26 5 6			In the month of Jest, took on credit.
				22 12 9		Grain.
					12 10 9	- - Bajree, kulsee 1, maund 1 ¾, and seers 5 ½, at *Rs.* 11 ½.
					10 2 –	- - Mutt, kulsee 1, maund 1 ¾, and seers 5 ½ at *Rs.* 9. 3.
					22 12 9	
				3 8 9		Masala, &c.
					– 12 6	Sweet oil, seers 7.
					1 7 3	In cash.
					– 3 –	Rice, seers 5 ½.
					– – 9	Dol, seers 2 ½.
					– 1 6	Kuneek, seers 3 (flour).
					– 11 3	Ghee, seers 3.
					– 4 6	For grinding grain.
				26 5 6	3 8 9	
			37 5 –			From the month of Assad to Shravun Sood 6th.
				30 9 9		Grain.
					17 2 –	- - *Bajree*, kulsee 1 ¾, maund 1 ¾, and seers 6 ½, at *Rs.* 12 ½.
					13 7 9	- - Mutt, kulsee 1 ¼, maund 1 ¾, and seers 6 ½, at *Rs.* 9. 13. 6.
					30 9 9	
2,930 14 3	315 10 –	315 10 –	95 11 3	30 9 9		Carried forward.

Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*			
2,930 14 3	315 10 –	315 10 –	95 11 3	30 9 9			
				4 8 3			Masalla, &c.
					Rs. a. p.		
					3 1 9		In cash.
					– 2 –		Rice, seers 4.
					– – 9		Bajree flour, seers 2.
					– 8 6		Ghee, seers, 2.
					– – 6		Doll, seers ¾.
					– 1 –		Kuneek, seers 2 (flour).
					– 5 3		Sweet oil, seers 3.
					– 4 6		For grinding grain.
					4 8 3		
				2 3 –			- - Provisions supplied *to a koolcurnee come* from the country.
					– 12 6		Kunuk, seers 25 (flour).
					– 5 3		Rice, seers 10.
					– 1 9		Doll, seers 5.
					– 10 –		Ghee, seers 2 ½.
					– 5 3		Vegetables.
		315 10 –	95 11 3	37 5 –	2 3 –		
	564 10 –						Total Amount of grain and condiments, &c. on account of Thana.
		456 13 9					- - Grain and condiments supplied in the Thana of Doodheea from the month of Karteg to the end of Ashvin.
							Details:
			94 15 9				In the month of Karteg.
				94 15 9			Grain.
					92 2 6		- - Grain, manee 11, 2 maunds, and 9 seers, at *Rs.* 8. 4. the manee.
					2 13 3		Urud, maund 4, at *Rs.* 8 ¼.
					94 15 9		Mussala.
			29 10 6				In the month of Magseer.
				29 10 6			Grain for one month.
					27 10 6		Grain, manee 3 ¼, ma und.
					2 – –		At 8 ¼.
					29 10 6		
			33 – –				In the month of Poush.
				33 – –			Grain, manee 4, at *Rs.* 8 ¼.
			31 – –				In the month of Maha.
				3 12 –			Grain, manee ½, at *Rs.* 7 ½.
				24 – –			Urud, manee 4, at *Rs.* 6.
				3 4 –			- Grain for 24 days, supplied to the Bargeer Humeerekhan, who went on Mohsulee, 43¼ maunds, the price of it paid to Thanadar Sudaseo Beg.
				31 – –			
			147 3 6				In the month of Falgoon.
							Grain, vud 2.
				133 6 –			- - Grain, manee 25, purchased by ready cash through Modee Seeram, at *Rs.* 5. 5. 6.
				13 13 6			On account of Mussalla.
					13 13 6		- - Soodh 2d, Mussalla Assad and Falgoon Sood 2d, paid to Modee Baburjee.
						Rs. a. p.	Details:
						3 8 –	- - Goll, maund ½, and 1 ¼ seers.
						2 6 –	Ghee, seers 9.
						– 4 –	Deekamallee, seers ½.
						2 – –	- - Opium, 11 rupees in weight.
						– 4 –	Quicklime.
						– 4 –	Salt, seers 6.
						1 6 –	Mussalla.
						– 12 –	- Duglee and Turmaric and alum.
						3 1 6	- - Feeding for a filly, goats' milk and goor.
				147 3 6	13 13 6	13 13 6	
2,930 14 3	880 4 –	456 13 9	335 13 9				Carried forward.

Rs. *a.* *p.*	*Rs.* *a.* *p.*	*Rs.* *a.* *p.*	*Rs.* *a.* *p.*			
2,930 14 3	880 4 –	456 13 9	335 13 9			Brought forward.
						In the month of Chyter.
			121 – –			- - Shravan Soodh 2d, grain purchased, manee 25 a hoondee was drawn in favour of Purekh Vunmallee Heergee.
			456 13 9			
		66 3 9				Total amount of grain and condiments, &c. in the Thana of Bhareea.
						Details:
			4 – –			In the month of Karteg.
				Rs. *a.* *p.*		
				4 – –		Grain, maund 6 ½, through Babajeerow.
			8 11 –			In the month of Magseer.
				8 11 –		- - Grain, manee 1 ¼, maund ½, and seer 7, by ready cash.
			28 2 6			- - In the month of Poush, grain, manee 4 ¼, maund ¼, at 6. 10. of Bhooreea.
			16 – –			In the month of Maha, grain, manee 2 ¼.
			9 5 9			In the month of Falgoon.
				1 8 –		- - Vudh 7th, grain, manee ¼, maund ½, and seers 7, through Moodee Bhooreeoo.
				7 13 9		- - Mussalla previous to Karteg and to the end of Maha, paid through Moodee Bhooreoo.
						Details:
					Rs. *a.* *p.*	
					1 12 –	Goll, seers 11.
					1 12 –	Deekamalee, blue-stone and articles, and through Babajeerow.
					– 13 6	Turmeric, seer 1 ¾.
					– 14 9	Opium, 5 ½ rupees in weight.
					1 8 –	Ghee, seers 7 ½.
					– 3 6	Tobacco, seer 1 ¾.
					– 11 3	Peeth, maund ¾.
			66 3 9	9 5 9	7 13 9	
		41 8 6				Grain and condiments supplied to the sowars of the Thana of Halole.
						Details:
			6 4 6			In the month of Bhadur Assud, Sumvut 1903.
				6 3 6		Grain.
					2 – –	Bajree, maund 3 ¾.
					4 3 6	Mutt, maund 7 ½.
					6 3 6	
				– 1 –		Condiments.
				6 4 6		
			6 11 6			In the month of Ashvin.
				6 3 9		Grain.
					1 11 –	Bajree, maund 2, and seers 4.
					4 8 9	Mutt, maund 8.
					6 3 9	
				– 3 9		Mussala.
				– 4 –		
				6 11 6		
			5 – –			In the month of Karteg.
				4 6 6		Grain.
					1 6 –	Bajree, maund 1 ¾, and seers 6.
					3 – 6	Mutt, maund 5 ½.
					4 6 6	
				– 8 6		Mussalla.
				– 1 –		To Bungeea.
				5 – –		
2,930 14 3	880 4 –	564 10 –	18 – –			Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.			
2,930 14 3	880 4 –	565 10 –	18 – –			Brought forward.
			5 12 9			In the month of Falgoon.
				Rs. a. p.		
				5 11 9		Grain.
					Rs. a. p.	
					1 12 3	Bajree, maund 2 ½, seers 6.
					3 15 6	Mutt, maund 7 ¾, and seers 8.
					5 11 9	
				– 1 –		Mussalla.
				5 12 9		
			5 2 9			In the month of Chyter.
				4 14 6		Grain.
					2 12 9	Bajree, maund 3, and seers 8.
					2 1 9	Mutt, maund 2, and seers 8.
					4 14 6	
				– – 9		Mussalla.
				– 3 6		- - Expense for heel ropes, watering rope, and repairing a leather nosebag, &c.
				5 2 9		
			6 6 3			In the month of Vysak.
				6 5 3		Grain.
					3 10 –	Bajree, maund 6.
					2 11 3	Mutt, maund 5 ¼, 6.
					6 5 3	
				– 1 –		Mussalla.
				6 6 3		
			6 2 9			In the month of Jest.
				6 – 9		Grain.
					3 – 3	Mutt, maund 5 ½, and seers 8.
					3 – 6	Bajree, maund 7.
					6 – 9	
				– 2 –		Mussalla.
	880 4 –	564 10 –	41 8 6	6 2 9		
479 11 9						On account of grass stacks, &c.
	10 1 6					Grass purchased in the month of Kartey, by self (green grass).
		1 – –				Soodh 8th, in cash, through Godajee.
		1 – –				Soodh 10th - ditto - ditto.
		– 3 6				Soodh 10th - ditto, through Kasseba.
		1 4 –				Soodh 11th, through Godajee Row.
		– 8 –				Vudh 1st, in cash, through Humeer Khan.
		1 6 –				Vudh 4th - ditto, through Godajee.
		– 8 –				Vudh 6th - ditto, through Humeer Khan.
		1 8 –				Vudh 10th - ditto, through Godajee.
		1 4 –				Vudh 11th - ditto - ditto.
		1 8 –				Vudh 12th, Coolie hire for making a hedge for grass stacks, through Hussain Khan.
		10 1 6				
	356 – –					Grass purchased in the month of Magsur.
		5 – –				Advance paid to grass rickmakers, through Hussain Khan, chopdar on Vudh
		– 8 –				Vudh 5th, Coolie hire for making a hedge round the grass stacks (2 Coolies).
		127 – –				For cutting 1,27,000 grass, Vudh 5th, through Jeebhoy Ramjee, and Oomed Arab, at 1 rupee per thousand.
		223 – –				Vudh 12th, cart-hire, and making bundles of grass 1,29,775, at *Rs.* 1. 12. per thousand through Amodur Jumboawara.
		– 8 –				Vudh 30th, Coolie hire for making a hedge for grass stacks, through Goreia Rana.
		356 – –				
3,410 10 –	366 1 6					Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,410 10 –	366 1 6					Brought forward.
	25 – –					Vuisakh Vudh 30th, paid for making 40 huts to preserve the grass from grain, at annas 10 per hut.
	88 10 3					Grass purchased for the Paga.
		55 7 6				Purchased from the village of Doodbea.
			50 – –			For cutting grass, Karteg Vud 2d, through Babajeerow.
			5 7 6			Falgoon Soodh 6th, in cash.
				5 7 6		Provision supplied to the cartmen brought in Vath.
					1 8 –	Flour of Indian corn, maunds 2 ¼.
					1 4 –	Doll of Ulud, maund 1 ½.
					2 8 –	Rice, maund 2 ½.
					– 3 6	Tobacco, seer 1 ½.
			55 7 6		5 7 6	
		13 10 3				Purchased from the village of Bahrain.
			1 12 6			Falgoon Soodh 10th, grass purchased, paid to Modi Bhooria.
			6 8 –			Chyter Soodh 2d, grass purchased, paid to Modi Huseekdass.
			5 5 9			Karteg Soodh 12th, grass purchased through Modi Bhooria.
			13 10 3			
		19 8 6				Grass purchased from Halal.
			1 4 –			Bhadurwa Soodh 5th, St. 1903, paid to Humeer Khan.
			1 – –			Asso Wudh 1st, through Behr Khan, for grass.
			9 – –			Falgoon Soodh 7th, for purchasing grass, through Humeer Khan.
			– 12 6			Chuter Vudh 13th, for purchasing the grass, through Modee Ruosikdas.
			7 8 –			Vuishak Soodh 5th, for grass, through Beer Khan.
	479 11 9	88 10 3	19 8 6			
50 8 –						Total amount of expenses, &c. in detail:
	31 9 6					Total expenditure in Baroda.
		5 9 –				In the month of Magsur.
			1 1 –			Coir ropes purchased, Soodh 2d.
				– 6 –		Two coir ropes for Vittoba's horse.
				– 11 –		One cotton rope to Humeer Khan.
				1 1 –		
			1 – –			Soodh 5th, rags for torch to Rame, torch-bearer.
			2 – –			Vudh 3d, Doonguree cloth 24 hath (cubits), for making jhoorkee for Humeer Khan's horse.
			1 8 –			Vudh 14th, clothing, &c. for Ahem Khan's horse.
				– 6 –		For making a kurree to a bridle, through himself.
				– 8 –		Cloth head stall.
				– 10 –		Leder Gorbund.
			5 9 –	1 8 –		
		11 12 –				In the month of Poush.
			9 12 –			Soodh 2d, Sumvut 1902, for a bridle, purchased through a blacksmith.
			2 – –			Vudh 7th, Doongry cloth for making bhoorkee 21 hath (cubits), through Alum Khan.
			11 12 –			
		7 12 –				In the month of Maha.
			4 12 –			Vudh 3d, articles purchased by Godajeerao from Vora Kasumbhoy.
			– 11 –			One cotton watering rope of 3 seers, given to Humeer Khan, Soodh 5th.
			– 3 6			Soodh 6th, one currycomb, purchased through Khasdar Nagurreea.
			2 1 6			Soodh 8th, soomturassee (paring hoops), through Nalbund Rehmon Khan.
			7 12 –			
3,461 2 –	31 9 6	25 1 –				Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		
3,461 2 –	31 9 6	25 1 –	- - -		- - - Brought forward.
		– 14 6			In the month of Chuter.
			– 10 –		Soodh 5th, cotton watering ropes, through Rehman Khan, for Pell ageerao's mare.
			– 4 6		Soodh 8th, one coloured melkhoreeo, for the mare of Borgeer Belu Khan.
			– 14 6		
		5 – –			Sawun Soodh 13th, two old saddle-cloths, purchased through Bheem Sing Chobdar.
		– 10 –			Bhaduwa Soodh 1st, for repairing leather bag, Pukal, through Goodajee.
			– 6 –		For repairing leather water bag, Pukal.
			– 4 –		- Ditto leather bucket.
		31 9 6	– 10 –		
	18 14 6				Total expenses in the Thannas, &c.
		8 1 6			Total Expenses in the Thana of Dhoodheeya.
			8 1 6		- - Falgoon Soodh 2d, through Kaseeba, from 2d Jest to the end of Maha, received from the Modees.
				Rs. a. p.	
				– 2 6	Dongaree cloth, two hath, for bandages.
				– 2 –	One iron curry-comb purchased.
				– 2 –	- - Hemp rope for heel-ropes for Humeenkhan's horse.
				– 12 –	One iron chain for Alum Khan's horse.
				5 2 –	- - Dungaree cloth, 60 hath, for horse belt and bandage.
				1 6 –	Soomturasee.
				– 7 –	One dullee, purchased through Khante Khan.
				8 1 6	
		10 13 –			Total Expenses in the Thana of Bareega.
			1 15 6		Vudh 30th, paid to Babajee Rao Seeledar.
				1 – –	Hempen ropes sent for from Gogree.
				– 8 –	Hubasa, 12 in number.
				– 2 6	Repairing bridle.
				– 5 –	Doomturasee for five horses.
				1 15 6	
			8 3 –		Falgoon Soodh 1st, through Modi Bhooreeabhoy.
				1 6 –	- - Sweet oil, seers 19¾, for rubbing on horses' trappings.
				1 12 –	Sumturasee.
				5 1 –	- - Dungaree cloth, 55¾ hath or cubit, for making horse belts or bandages.
				8 3 –	
			– 10 6		Magsur Soodh 15th, to Babajee Suledar.
				– 2 –	Sweet oil, seer 1½.
				– 2 –	Dongree cloth, 2 hath.
				– 2 –	Twine, seer ½.
				– 2 –	One iron reaper's hook.
				– 1 –	One old curry-comb.
				– 1 6	One turakee.
	50 8 –	18 14 6	10 13 –	– 10 6	
3,461 2 –	- - - Carried forward.				

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,461 2 –					- - - Brought forward.
83 13 9					Expenses for horsemen coming from and going on duty.
	– 14 –				In the month of Magseer.
		– 7 –			Soodh 8th, Doodeeanee Kamg
			– 3 6		In Halol.
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6		In Udadree Soodh 9th.
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
			– 7 –	– 3 6	
		– 7 –			Vudh 11th, Bargeer Madhba came from Doodheea to Baroda.
			– 3 6		In Malwa Vud 11th.
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6		In Halol.
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
		– 14 –	– 7 –	– 3 6	
	1 4 6				In the month of Maha.
		– 10 3			Soodh 5th, two sowers came with Kamgaree Thandar Trimbuckrao.
			– 2 –		In Damawar.
				– 2 –	Grain, seers 8.
			– 5 3		In Halola.
				– 4 –	Grain, seers 16.
				– 1 3	Grass.
				– 5 3	
			– 3 –		In Jurod, Sood 14th.
				– 2 –	Grain, seers 8.
				– 1 –	Grass.
			– 10 3	– 3 –	
		– 3 6			Soodh 15th, went back with the Thandar to Doodheea.
			– 2 9		In Baroda.
				– 2 –	Grain, seers 8.
				– – 9	Grass.
				– 2 9	
			– – 9		In Bareega, grass purchased.
			– 3 6		
					One sowar came in on leave.
		– 3 –			In Budadra.
			– 2 –		Grain, seers 8.
			– 1 –		Grass.
			– 3 –		
		– 3 9			In Asada.
			– 2 6		Grain, seers 8.
			– 1 3		Grass.
		1 4 6	– 3 9		
3,544 15 9	2 2 6				- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,544 15 9	2 2 6				- - - Brought forward.
	29 2 6				In the month of Falgoon.
		5 4 -			Soodh 8th, through Bargeer Alum Khan.
			- 2 3		In Lumdee.
				- 1 -	Grain, seers 4.
				- 1 3	Grass.
				- 2 3	
			3 12 3		In Jahalol, for 17 days.
				2 2 9	Grain, maunds 3½, 6 seers.
				1 9 6	Grass.
				3 12 3	
			- 6 6		In Chanothlee.
				- 4 -	Grain, seers 16, for two days.
				- 2 6	Grass.
				- 6 6	
			- 11 6		In Vasvade, for four days.
				- 7 6	Grain, maund ¾, 2 seers.
				- 4 -	Grass.
				- 11 6	
			- 3 6		In Vududla.
				- 2 6	Grain, seers 8.
				- 1 -	Grass.
			5 4 -	- 3 6	
		2 12 3			Soodh 8th, Bargeer Ahun Khan came to Baroda with a pony, and brought certain goats of Pagadar.
			- 3 9		In Damavao.
				- 2 6	Grain, seers 12.
				- 1 3	Grass.
				- 3 9	
			- 4 -		In Halol.
				- 2 9	Grain, seers 12.
				- 1 3	Grass.
				- 4 -	
			- 4 6		In Kotumbee.
				- 3 3	Grain, seers 12.
				- 1 3	Grass.
				- 4 6	
					Two sowars, together with the Thanadar and a pony, proceeded from Baroda to Doodheea.
			1 12 -		In Leelore, for three days, owing to the river.
				1 3 6	Grain, maund 1, 8 seers.
				- 5 6	Grass.
				- 3 -	For crossing the river.
				1 12 -	
			- 4 -		In Damowao Chundee, seers 16.
			2 12 3		
3,544 15 9	31 5 -	8 - 3			- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.				
3,544 15 9	31 5 –	8 – 3				- - - Brought forward.*
		1 13 3				- - Sood 10th, expense incurred by a sowar, who went to Loonawaree to bring a chest belonging to the thandar.
			Rs. a. p.			
			– 2 9			In Sadhelee.
				Rs. a. p.		
				– 1 9		Grain, seers 8.
				– 1 –		Grass.
				– 2 9		
			– 3 –			In Rampoora.
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
			1 1 6			In Loonawaree for 4 days.
				– 8 6		Grain ¾, 2.
				– 5 –		Grass.
				– 4 –		Vutao (exchange) for 2 rupees.
				1 1 6		
			– 6 –			Expense incurred by him returning to Doodheea.
				– 3 –		In Rampuroo.
					Rs. a. p.	
					– 2 –	Grain, seers 8.
					– 1 –	Grass.
					– 3 –	
				– 3 –		In Lazee.
					– 2 –	Grain, seers 8.
					– 1 –	Grass.
			1 13 3	– 6 –	– 3 –	
		3 – –				- - Soodh 12th, expense incurred by Ahun Kan Sowar in going to Dubia with a letter from the thandar.
			– 3 –			In Moorgaee.
				– 2 –		Grain, seers 8.
				– 1 –		Ghaus (grass).
				– 3 –		
			– 3 –			In Kahonsur Soodh 2d.
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
			– 9 –			In Jabooghoda.
				– 6 –		Grain, seers 24 for 3 days.
				– 3 –		Grass for 3 days.
				– 9 –		
			– 3 –			In Turgolee.
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
			– 3 –			In Dholera.
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
3,544 15 9	31 5 –	12 13 6	1 5 –			- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.			
3,544 15 9	31 5 –	12 13 6	1 5 –			- - - Brought forward.
			– 3 –			In Vaghodeoo.
				Rs. a. p.		
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
			– 7 –			In Dubhan for 2 days.
				– 4 –		Grain, seers 16.
				– 3 –		Grass.
				– 7 –		
			– 8 –			In Sukheda for 3 days.
				– 6 –		Grain, seers 24.
				– 2 –		Grass.
				– 8 –		
			– 3 –			In Khandeevaow.
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
			– 3 –			In Kandalee.
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
			– 3 –			In Jabooghode.
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
			3 – –	– 3 –		
		2 14 6				- - Soodh 14th, a Bargeer Behba brought some pepper of Godajeerao with a pony.
			– 5 –			Village of Aradra.
				– 3 –		Grain, seers 14.
				– 2 –		Grass.
				– 5 –		
			– 12 –			At Halole, where the pony fell sick, consequently, for 2 days.
				– 7 –		Grain, seers 28.
				– 4 –		Grass.
				– 1 –		Mussalla.
				– 12 –		
			– 11 6			At Jurod for 3 days.
				– 7 6		Grain, seers 28.
				– 4 –		Grass.
				– 11 6		
			1 2 –			- - Returned back to the thana, at Doodheea, with the horse of Bargeer Madhba.
				– 6 –		At Jurodna.
					Rs. a. p.	
					– 4 –	Grain, seers 16.
					– 2 –	Grass.
					– 6 –	
3,544 15 9	31 5 –	15 12 –	2 14 6	– 6 –		- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		
3,544 15 9	31 5 -	15 12 -	2 14 6	- 6 -		- - - Brought forward.
				- 6 -		At Holole.
					Rs. a. p.	
					- 4 -	Grain, seers 16.
					- 2 -	Grass.
					- 6 -	
				- 6 -		At Adadra.
					- 4 -	Grain, seers 16.
					- 2 -	Grass.
			2 14 6	1 2 -	- 6 -	
		- 10 -				Sood 15th, Rajah Shree Mularao and Peelageerao came from Baroda.
			- 5 -			At Adadra.
				- 3 -		Grain, seers 16.
				- 2 -		Grass.
				- 5 -		
			- 5 -			At Jurod.
				- 3 -		Grain, seers 16.
				- 2 -		Grass.
			- 10 -	- 5 -		
		1 13 3				Vudh 1st, Bargeer A. 1, at Baroda, with a prisoner through Dulupsing.
			- 13 3			At Baria.
				- 9 3		Grain, maund 1.
				- 4 -		Grass.
				- 13 3		
			- 10 -			The Halolee's dawk removed their place to Doodheea.
				- 3 3		At Vanslee.
					- 2 3	Grain, seers 8.
					- 1 -	Grass.
					- 3 3	
				- 3 6		At Seemallee.
					- 2 3	Grain, seers 8.
					- 1 3	Grass.
					- 3 6	
				- 3 6		At Duskota.
					- 2 6	Grass.
					- 1 -	Grain, seers 8.
				- 10 -	- 3 6	
			- 3 -			At Adadra.
				- 2 -		Grain, seers 8.
				- 1 -		Grass.
				- 3 -		
			- 3 -			At Halol.
				- 2 -		Grain, seers 8.
				- 1 -		Grass.
			1 13 3	- 3 -		
3,544 15 9	31 5 -	18 3 3				Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.				
3,544 15 9	31 5 -	18 3 3				Brought forward.
		- 7 6				Vudh 3d, Dool Sowar came from Dhoodeer to Baroda to receive pay.
			Rs. a. p.	Rs. a. p.		
			- 3 -			At Jurod.
				- 2 -		Grain, seers 8.
				- 1 -		Grass.
				- 3 -		
			- 2 6			At Aradra.
				- 1 9		Grain, seers 7.
				- - 9		Grass.
				- 2 6		
			- 2 -			At Halola.
				- 2 -		Grain, seers 8.
			- 7 6			
		2 15 -				- Expenses incurred on the occasion of Khantekhan's going to Gogree with Dawk on Vudh 4.
			1 14 -			Grain, mands 2 ½, and seers 9.
			1 1 -			Grass.
			2 15 -			
		- 15 -				Vudh 5th, service in Dubhoi, through B. Aba Sonajee.
			- 3 -			At Damavao.
				- 2 -		Grain, seers 8.
				- 1 -		Grass.
				- 3 -		
			- 3 -			At Versala.
				- 2 -		Grain, seers 8.
				- 1 -		Grass.
				- 3 -		
			- 3 -			At Jurodna.
				- 2 -		Grain, seers 8.
				- 1 -		Grass.
				- 3 -		
			- 6 -			Expences returning to Doodheea.
				- 3 -		At Halol.
					Rs. a. p.	
					- 2 -	Grain, seers 8.
					- 1 -	Grass.
					- 3 -	
				- 3 -		At Damavao.
					- 2 -	Grain, seers 8.
					- 1 -	Grass.
			- 15 -	- 6 -	- 3 -	
		- 4 -				Vudh 6th, expences on account of a poney given to Thandar for two days.
			- 2 6			Grain, seers 10.
			- 1 6			Grass.
			- 4 -			
3,544 15 9	31 5 -	22 12 9				- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.				
3,544 15 9	31 5 -	22 12 9				- - - Brought forward.
		1 9 9				- - Vudh 7th, three horses brought by Kaseeba and Babajee at Baroda with a filly.
			Rs. a. p.	Rs. a. p.		
			- 8 -			At Seemlee.
				- 5 6		Grain, seers 22.
				- 2 6		Grass.
				- 8 -		
			- 8 6			At Venchuramana.
				- 5 9		Grain, seers 2.
				- 2 9		Grass.
				- 8 6		
			- 9 3			At Jurod.
				- 6 3		Grain, seers 2.
				- 1 6		Grass.
				- 1 6		Mussalla.
			1 9 9	- 9 3		
		4 12 6				- - Vudh 3th, expenses on account of a Goomashta, who went to take the accounts with the modees.
			- 3 -			At Halole.
				- 2 -		Grain, seers 8.
				- 1 -		Grass.
				- 3 -		
			- 2 9			At Damavao.
				- 2 -		Grain, seers 8.
				- - 9		Grass.
				- 2 9		
			- 4 9			On his returning to Baroda, expenses at two halting places.
				- 2 9		At Halole.
					Rs. a. p.	
					- 2 -	Grain, seers 8.
					- - 9	Grass.
				- 2 -		At Adadra.
					- 2 -	Grain, seers 8.
				- 4 9		
			4 2 -			Provisions, expenses for self and a servant for 17 days.
				1 8 -		Kuneek, maund 1 (flour).
				- 12 -		Rice, maund ¾.
				- 8 -		Doll, seers 12.
				1 2 -		Ghee, seers 5.
				- 2 -		Mussalla.
				- 2 -		Sweet oil.
		29 3 -	4 12 6	4 2 -		
	16 6 -					Expenses in the month of Wysack.
		1 12 -				- - For the three horses belonging to Trimbukrao, Pillajee, and Abba Mama, sent to Doodheea Shood 2d.
			- 12 -			At Halol.
				- 8 -		Grain, maund ½, 5.
				- 3 -		Grass.
				- 1 -		Mussalla.
				- 12 -		
			1 - -			At Adadra.
				- 9 -		Grain, maund ½, 5.
				- 4 -		Grass.
				- 3 -		Mussala.
			1 12 -	1 - -		
3,544 15 9	47 11 -	1 12 -				- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.			
3 544 15 9	47 11 –	1 12 –			- - - Brought forward.
		1 9 –			- - Chyter Sood 3d, expenses on account of Trimbuckrao, and his pony, and a mare, whilst coming from Doodheea to Baroda.
			Rs. a. p.	At Khudadra.	
			– 12 –	Rs. a. p.	
				– 7 –	Grain, seers 22.
				– 3 –	Grass.
				– 2 –	Mussala.
				– 12 –	
			– 13 –	At Halole.	
				– 7 –	Grain, seers 22.
				– 3 –	Grass.
				– 3 –	Mussala.
			1 9 –	– 13 –	
		– 7 –			- - Soodh 6th, expenses on account of Humeerkhan, horseman, who brought a letter from the Thandar at Baroda.
			– 3 6	At Adadra.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	At Halole.	
			– 7 –		
		– 12 6			- - Shoodh 15th, expenses on account of Bargeer Humeerkhan whilst going with Thandar from Baroda to Doodheea.
			– 3 6	At Ralo.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	At Vassul.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	At Dumavow.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 2 –	At Bareea.	
				– 2 –	Grain, seers 8.
			– 12 6		
		– 10 6			- - Vudh 4th, Bargeer Humeerkhan came from Doodheea on dawk duty at Hulole.
			– 3 –	At Adadra.	
				– 2 –	Grain, seers 8.
				– 1 –	Grass.
				– 3 –	
			– 7 6	At Halole for 3 days.	
				– 3 6	Grain, seers 16.
				– 4 –	Grass.
			– 10 6	– 7 6	
		11 3 –			- - Soodh 10th, Bargeer Khantee Khan and Balooba, who went on duty with Rusik Rambhai at Mardipoor, for 1 month and 7 days.
			– 7 9		Grain, maund 14¾, and seers 2.
			– 3 –		Grass.
			– – 6		Musalla.
		16 6 –	– 11 3		
3,544 15 9	47 11 –				- - Carried forward.

Rs. a. p.	Rs. a. p.					
3,544 15 9	47 11 –					- - - Brought forward.
	36 2 9					Details of the expense on account of the Army account.
		Rs. a. p.				
		1 2 6				In the month of Kartey.
			Rs. a. p			
			1 2 6			- - Vudh 4th, Expense for Babajee Rao and Mullarao coming and going from Baroda to Doodheea, and returning.
				Rs. a. p.		
				– 6 –		At Adadra.
					Rs. a. p.	
					– 4 –	Grain, seers 16.
					– 2 –	Grass.
					– 6 –	
				– 4 6		At Halole.
					– 3 6	Grain, seers 17.
					– 1 –	Grass.
					– 4 6	
				– 8 –		- - At Adadra, for 2 dak sowars who came to Dhordeea, expended there.
					– 5 6	Grain, seers 25.
					– 2 6	Grass.
				1 2 6	– 8 –	
		3 9 6				In the month of Maha.
			– 8 6			- - Vudh 7th, Expenses for Alum Khan, who went to Loonaware for 13 days.
				– 6 6		Grain, seers 24.
				– 2 –		Grass.
				– 8 6		
			1 9 –			- - Vudh 9, Expenses on account of Babajee Rao, who went to Loonawarra to make arrangements for the Moodee, for 9 days.
				– 1 –		Grain, maunds 1 ¾; seers 2.
				– – 9		Grass.
				– 1 9		
			1 8 –			- - Vudh 12th, Expenses on account of Pillajeerao and Mularrao coming from Doodheea to Baroda, 3 stages.
				– 15 –		Grain, maund 1½.
				– 9 –		Grass.
			3 9 6	1 8 –		
		9 5 6				In the month of Falgoon.
			5 4 –			- - Soodh 13th, Bargeer Ahunkhan went to Loonwarra on duty with the thanadar, from Poush Vudh 5th, to Maha Vudh 5th, being one month.
				3 8 –		Grain, maund 6½.
				1 12 –		Grass.
				5 4 –		
			– 8 –			- - Vudh 3d, Bargeer Khantee Khan went to Godra on duty for 3 days.
				– 6 –		Grain, seer 4.
				– 2 –		Grass.
				– 8 –		
			3 9 6			- - Vudh 14th, Bargeer Babajee Rao, on the death of his mother, obtained leave for 25 days, and went home with a mare.
				2 5 6		Grain, maund 5.
				1 4 –		Grass.
			9 5 6	3 9 6		
3,544 15 9	83 13 9	14 1 6				- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.					
3,544 15 9	83 13 9	14 1 6					- - - Brought forward.
		5 15 3					In the month of Jest.
			Rs. a. p.				
			- 13 -				Soodh 7th, Bargeer Babajeerao, on duty at Khimalee for 7 days.
				Rs. a. p.			
				- 9 -			Grain, maund 1½, and seers 6.
				- 4 -			Grass.
				- 13 -			
			- 10 3				- - Soodh 8th, Bargeer Babajee Rao obtained leave for 5 days to remove the impurity arisen from the death of one of his relations.
				- 6 6			Grain, maund ¾.
				- 3 9			Grass.
				- 10 3			
			2 - -				- - Soodh 12th, for 4 horses and a mare taken to Doodheea by 4 Bargeers, Dajeeba, Kasseeba, Mullar Rao, and Pillajee.
				1 - -			At Halole.
					Rs. a. p.		
					- 10 -		Grain, maund 1, and seer 1.
					- 4 -		Grass.
					- 1 -		Mussalla.
					1 - -		
				1 - -			At Adadra.
					- 10 -		Grain, maund 1, and seer 1.
					- 6 -		Grass.
				2 - -	1 - -		
			2 - -				- - Vudh 5th, Bargeer Abba Ragejee went to Dubhoi on duty.
				- 9 -			- - Coming to Baroda, expense for 3 days, at 3 annas per day.
				- 12 -			Expense for going to Dubhoi for 3 days.
					- 8 -		Grain, maund ¾, 5.
					- 4 -		Grass.
					- 12 -		
				- 11 -			Expense for going to Punt Doodheea.
					- 3 -		At Jurrod.
						Rs. a. p.	
						- 2 -	Grain, seers 8.
						- 1 -	Grass.
						- 3 -	
					- 4 -		At Adadra.
						- 2 -	Grain, seers 8.
						- 1 -	Grass.
						- 3 -	
						- 1 -	Mussalla.
						- 4 -	
					- 4 -		At Dawavao.
						- 2 -	Grain, seers 8.
						- 1 -	Grass.
						- 1 -	Mussalla.
				2 - -	- 11 -	- 4 -	
			- 8 -				- - Assad Sood 3d, Expenses of Bargeer Ragut Khan, who went to Doodheea.
				- 6 -			- - At Halal and Adre Grain, seer 16, and
				- 2 -			Grass for 2 annas.
			5 15 3	- 8 -			
3,544 15 9	83 13 9	20 - 9					- - - Carried forward.

Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*		
3,544 15 9	83 13 9	20 – 9		- - - Brought forward.
		16 2 –		- - Paid to certain persons for services, but they have not produced their accounts.
			Rs. a. p.	
			11 – –	Falgoon, Sood 12th, in cash to the Thanadar of Bareea.
			2 – –	Vuisakh, Sood 4th, through Bargeer Vittoobah Dhungur.
			– 8 –	Month, through Kasseeba Pole.
			1 4 –	Assad, Soodh 2d, through Bargeer Balooba.
			1 – –	Assad, Soodh 2d, to Bargeer Rehmunkhan.
			– 6 –	Shravun, Soodh 1st, to Bargeer Alumkhan.
	83 13 9	36 2 9	16 2 –	
133 11 6				Presents, gifts, donations, &c. for 12 months.
	35 – –			In the month of Kartey.
		30 – –		- - Soodh 1st, to Purseekh Juggeewundass Kandass, for his vestments, on the occasion of Dewallee, through Ghirdhur Parekh.
		2 – –		- - Soodh 3d, to Naikun for silk lace, on the occasion of Dewalee, through Ghawdrup.
		1 – –		Shoodh 6th, present to Jassood Ramjee, of Huzoorat.
		1 – –		Shoodh 7th, present to Nurukhwalla Khojgee Humeerkhan.
		1 – –		Shoodh 9th, present to Sircaree Chobdar Bahdur Khan.
		35 – –		
	12 12 –			In the month of Massur.
		– 8 –		Shoodh 1st, present to the barber of Rajeh Shree Sumputrambhoy.
		10 – –		Shood 10th, to the fukeers on the occasion of Mohrum.
			4 8 –	- - In cash, through Godajeerao, for the purpose of distributing among the people.
			– 8 –	Chobdar Hussumkhan.
			– 8 –	Bandar Chottekhan Huzoorat Walla.
			3 – –	Jassood.
			1 8 –	In cash, through Godajee.
			10 – –	
		1 – –		Shoodh 11th, to Mulek, a gatekeeper of the Laleepura-gate, for a fukeer.
		1 4 –		Shoodh 12th, in cash to the Bhugut of Khanderao.
		12 12 –		
	32 – –			In the month of Chyter.
		10 – –		Shoodh 2d, presents through Raghojee.
		5 – –		- - Shoodh 5th, presents to the Jassood of the kutcherry, through Hunoomutrao.
		2 – –		Shoodh 6th, present to the chobdar of Residents, through Bapoo.
		– 4 –		- - Shoodh 7th, to Jeebhaee, patell of the village of Jamboowara, for Kunkotree, through Bapoo.
		3 – –		- - Shoodh 10th, paid for copying the accounts to send to the authorities, through Lalajee.
		2 – –		- - Paid to Khidmutgar Khundoobah, who brought sugar-candy from Shenout Abba Sahib, on the occasion of the Oochun for his son, Shoodh 12th.
		– 12 –		- - Shoodh 13th, paid to Bhungheea, for taking the carcase of a filly from the river.
		4 – –		Shoodh 15th, present to Bhimsing, the chobdar of Huzoorat.
		3 – –		Vudh 2d, to dancing girl, Kesumkore.
		2 – –		Shoodh 13th, to the Chabookswar (horseman), through Hussumkhan.
		32 – –		
	1 – –			Vuisakh Shoodh 2d, present to chobdar Hatteekhan.
	12 – –			In the month of Jesh.
		2 – –		Shoodh 12th, present to Khidmutgar Ballojee Neesbut Sirkar.
		5 – –		- - Vudh 5th, for the tidings of the birth of the son of Shreemut Appa Saheb, through Khundba.
		5 – –		- - Vudh 7th, to Modee Dulsookh Bhanna, for a turban, on the occasion of Dewalee.
		12 – –		
3,678 11 3	92 12 –			- - - Carried forward.

Rs. a. p.	*Rs. a. p.*			
3,678 11 3	92 12 –			Brought forward.
	22 – –			In the month of Assad.
		Rs. *a. p.*		
		20 – –		Shoodh 2d, to Vukeel Chottalal, for his garments, on the occasion of Deewale, through Godajeerao.
		2 – –		Shoodh 14th, present to Jassood Ramjee, of Huzoorat.
		22 – –		
	18 15 6			On account of the Lushkurat Doodheea.
		9 – –		Kartey Soodh 2d, for two turbans, through Modee Babeejee.
			Rs. a. p.	
			6 – –	A turband when the account was opened with him, through Godjeerso.
			3 – –	Ditto, on the occasion of Deewale, through Trimbuckrao.
			9 – –	
		– 14 –		Kartey Sood 8th.
			– 4 –	Opium, 1½ rupee in weight.
			– 10 –	Sandlewood.
			– 14 –	
		– 9 6		Magsur Shoodh 8th, paid to Mudarrao for the fukeer on the occasion of Mohrum festival.
		7 8 –		Poush Soodh 2d, the Raja of Bareea came to the Paga, his expenses, through Trimbuck Row Pole.
			3 – –	Opium, 18 rupees in weight.
			1 – –	Sugar-candy and sugar.
			1 – –	Charolee and cocoa-nut.
			1 – –	To Khidmutgar.
			1 – –	To boy and barber.
			– 8 –	To Chobdar.
			7 8 –	
		– 8 –		Mahasoodh 5th, Dhurmada to Telia Brahmin.
		– 8 –		Falgoon Shoodh 14th, present to Motiram, a Brahmin of the Thandar of Baria.
	133 11 6	18 15 6		
50 – –				Purchase of horse, &c.
	50 – –			Jett Soodh 2d, a cream-coloured mare, bought from Rehmuth Khan, horseman.
18 3 6				Detailed account of mourning.
	1 12 –			Magsur Soodh 5th, duck mutta, or mourning turban, given on the death of Jooman, patel of the village of Jumboovada, on the occasion of mourning for him.
		1 8 –		One turban.
		– 4 –		To the Brahmin.
		1 12 –		
	13 3 6			In the month of Poush.
		10 – –		Shoodh 8th, a white dupatta, given Gorajee Rao, on account of mourning for Shreemunt Rao Maharaj.
		1 8 –		Shoodh 10th, mourning on account of the mother of Sudba Guicowar, given Bhuwan Rao.
		1 11 6		Shoodh 12th, mourning for the mother of Luxmon Pagedar, given to Godajee Rao.
		13 3 6		
	1 12 –			Assud Soodh 14th, a turban mourning for Tickum Kassedass, a patell of the village of Kasseepura, given to Siledar Bhow.
	1 8 –			Assud Soodh 15th, a turban for mourning on account of Rugha Goolab, patell of the village of Amodhur, given to Molek Putawala.
	18 3 6			
3,746 14 9				Carried forward.

Rs. a. p.					
3,746 14 9					Brought forward.
57 – –					Presents on feasts and particular occasions throughout the year.
	Rs. a. p.				
	29 14 –				Poush Vudh 2d, present to Shreemut Gunputrow, on the occasion of his sitting on the Gadi, through Gorajee.
		Rs. a. p.			
		7 – –			Turban.
		16 10 –			Dupoto.
		6 4 –			Gold putter.
		29 14 –			
	1 8 –				Maha Soodh 7th, a turban to Malek Putawala, on the occasion of the marriage of his sister, through Gorajee.
	5 10 –				Vuisakh Soodh 8th, present to Siladar Baba Jirao, on the occasion of his marriage, through Godarirao.
		2 12 –			Turban.
		2 10 –			Saree.
		– 4 –			Khund.
		5 10 –			
	10 – –				Jeth Sood 6th, present to Godgusta, brother of Roognathrao, on the occasion of his marriage, through Appa.
	10 – –				Sawun Soodh 2d, paid on the occasion of the mourning of the son of the Karbaree of the Furneivess, through Nana.
	57 – –				
20 12 6					On account of alms; total amount.
	1 2 –				Poush Soodh 7th, Asameewar.
		Rs. a. p.			
		– 4 –			To Bhut Oomedram Nisbut Rajah Shree Sumputram.
		– 8 –			To Bhut Nathoram.
		– 6 –			To Oditram, who brought a kunkotum of Dajee Patell of Amodhur.
		1 2 –			
	5 – –				Maha Soodh 5, for worship.
		3 – –			Ottumram.
		2 – –			Dukhsna for Supt Dhean, through Mutha Jossee.
		5 – –			
	11 – –				Chinter Soodh 2d, utensils for the use of.
		1 – –			Drinking, through Veragee.
		10 – –			To the Bhugut of Shree Vunketess Balajee, through Govinda.
			Rs. a. p.		
			8 – –		Bhet, present to Balajee.
			2 – –		Vudaguree to Bhugut.
		11 – –	10 – –		
	– 8 –				Sawun Vudh 8th, to Veragee Roopadas, on the occasion of the Ochus of Junum Ushtamee.
	3 2 6				Alms on account of the Lushkur.
		3 2 6			Falgoon Soodh 15th.
			– 2 –		Ghurrunnee Dukhshna, through Trimbuck Bhutjee.
			2 8 –		Bread for dog, 2 seers per day, 1½ maunds per month; so for five months, being 3¾ maunds, at 1½ maunds for a rupee.
			– 8 6		Provision to Tellia Brahmin.
				Rs. a. p.	
				– 5 –	Kumuk, seers 8 (flour).
				– 1 9	Doll, seers 3¾.
				– 1 9	Rice, seers 8.
	20 12 6		3 2 6	– 8 6	
3,824 11 3					Carried forward.

Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	
3,824	11	3							- - - Brought forward.
27	8	-							Annual expenses incurred on account of buildings.
			Rs.	a.	p.				
			6	-	-				Kartey Soodh 5th, tile turning for last year, through Cartman Rama and Govinda.
			1	8	-				Shoodh 8th, Coolie hire for making a wall to the kothar (granary), through Chobdar.
			1	-	-				Jeth Soodh 1st, 20 clay pipes for the gutter of the Paga, through Chobdar Hhussonkhan.
			4	-	-				Jeth Vudh 7th, tile turning of Paga, through Rama Cartman.
			15	-	-				Assud Soodh 2d, clay pipes, 6,000 for Paga, at 2½ rupees per thousand, through Chobdar Ramsing.
			27	8	-				
27	1	6							Expenses incurred on account of lights, &c., throughout the year.
			2	-	-				Kartey Soodh 2d, for castor oil, through Godajee.
			2	1	-				Magsur Soodh 11th, for castor oil, through Raejee.
						Rs.	a.	p.	
						2	-	-	For castor oil.
						-	1	-	Castor oil for torch.
						2	1	-	
			2	-	-				Mahsoodh 7th, castor oil, through Godajee.
			2	-	-				Falgoon Soodh 10th, ditto through ditto.
			2	2	6				Churtur Soodh 11th, ditto through ditto.
						2	-	-	Castor oil.
						-	2	6	For torch.
						2	2	6	
			2	-	-				Vuissack Soodh 8th, through Gogajee.
			2	-	-				Jeth Soodh 4th, castor oil, through ditto.
			2	-	-				Assad Soodh 13th, ditto through ditto.
			2	-	-				Sawun Soodh 5th, ditto through ditto.
			2	-	-				Bhadurway Soodh 8th, ditto through ditto.
			6	14	-				On account of the light to Lushkur.
						6	6	-	Castor oil, maund 1½ and 3 seers, supplied to the Thana of Doodheea, from the month of Assod to the end of Falgoon, through Modee Baburjee.
						-	8	-	Ditto, seers 7¾, at the thana of Bareea, from the beginning of Poush to the end of Falgoon.
			27	1	6	6	14	-	
18	11	9							Expenses incurred on account of Festivals.
			2	-	-				Poush Soodh 7th, on account of Sunkranti expense.
						-	8	-	For quarters.
						-	8	-	Sundries.
						-	8	-	For two annas.
						-	8	-	Tul and sugar-candy.
						2	-	-	
			1	12	-				Falgoon Soodh 15th, expenses on account of Seemdha.
						-	12	-	To the Khasdar for Ghot, through Isoo.
						1	-	-	To Fuleewala of Godajirao for ditto.
						1	12	-	
			2	8	-				Chuter Soodh 1st, expenses on the occasion of Godei purwa.
						-	8	-	Before the flags.
						-	8	-	Before Dufter.
						-	4	-	Ditto Drums.
						-	4	-	Ditto Aftabjoree; ditto umbrella.
						-	8	-	Kettle-drums.
						-	4	-	Chhudee.
						-	4	-	Dukhsna present to Brahmin.
						2	8	-	
3,898	-	6	6	4	-				- - - Carried forward.

Rs.	a.	p.	Rs.	a.	p.										
3,898	–	6	6	4	–										Brought forward.
			12	7	9										On account of the Lascar's expenses.
						Rs.	a.	p.							Kartey Soodh 2d.
						5	9	6	Rs.	a.	p.				
									1	–	–				Dan (present) to the Khasdass.
									3	9	6				Provision to Khasdar on the occasion of Dewali.
												Rs.	a.	p.	
												1	5	–	Gheer, seers 5½.
												–	14	9	Ghool, seers 5¾.
												–	8	–	Kumak, seers 13½.
												–	2	6	Doll, seers 3.
												–	3	–	Rice, seers 5.
												–	8	–	Dukshanna to Brahmin, on the 1st of Soodh.
												3	9	6	
									1	–	–				Presents to the Khasdar, on the occasion of Dusseera, through Kasseeba.
									5	9	6				
						1	15	9							Poush 7th, on the occasion of Tillsunkrant, through Trimbuckrao.
									1	6	–				In the Thana of Doodhera.
												–	12	–	Brahmin Dukhsna.
												–	2	–	Sweet oil, seers 3.
												–	8	–	Ghol, seers 3.
												1	6	–	
									–	9	9				Brahmin Dukshna, at the village of Banca, through Babajeerao.
									1	15	9				
						1	4	3							Maha Vud 14th, Expenses on occasion of Seevratee.
									1	1	9				At the village of Doodheea.
												–	10	–	Date for Fural, seers 10.
												–	7	9	Provision, &c. to Brahmin.
												1	1	9	
									–	2	6				At the village of Bareeah Date, seers 2½.
									1	4	3				
						3	10	3							In the month of Falgoon Soodh 15th.
									2	–	–				Paid to Khasdars for Ghok for two years, through Kussuba.
									–	6	3				Ditto - for Ootasnee Poonja, through Trimbukrao.
												–	4	–	Cocoa-nut, seers 3.
												–	2	3	Poonja Bhet and Dukshna.
												–	6	3	
									1	4	–				Ditto to the village people for Ghoth.
												–	8	–	Ghool, seers 6.
												–	4	–	Paid to the Coolies.
												–	8	–	Paid to the Peon of Thand
			18	11	9	12	7	9	3	10	3	1	4	–	
22	12	–													Expenses on account of records, writing paper for Duftur.
			1	10	–										In the month of Kartey, Soodh 9th.
						–	10	–							Paper, 1 quire of first sort.
						–	10	–							Ditto, 1¾ ditto of common sort.
						–	6	–							Ink, 1 pint, seer 1¾.
						1	10	–							
			1	3	6										In the month of Magsur.
						–	3	–							Half quire coarse paper.
						1	–	6							One and a half quire of first sort, at 11 annas per quire.
						1	3	6							
3,920	12	6	2	13	6										Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,920 12 6	2 13 6		- - - Brought forward.
	1 3 -		In the month of Poush.
		- 10 -	One quire of first sort.
		- 9 -	One and a half course, at 6 annas.
		1 3 -	
	- 15 -		Maha Soodh 2d, quires 2½, at 6 annas per quire.
	1 1 -		Falgoon Vudh 2d, quires 2¼, at 7½ annas per quire.
	1 1 -		In the month of Chyter.
		- 10 -	Sood 5th, 1 quire of 1st sort.
		- 7 -	Vudh 5th, 1 ditto, coarse.
		1 1 -	
	2 4 -		In the month of Vysak.
		- 7 -	Sood 5th, 1 quire, coarse.
		- 4 -	Sood 6th, half quire.
		- 5 -	Sood 7th, half ditto of 1st sort.
		1 4 -	Sood 15th, a book for the private account of Godajee Rao.
		2 4 -	
	1 6 -		Jest Sood 8th, 2¼ quires of paper, at 10 annas per quire.
	3 12 -		In the month of Assad.
		2 4 -	Soodh 5th, 3 quires of 1st sort, at 12 annas per quire.
		1 2 -	Three quires, coarse, for rough accounts.
		- 6 -	Ink, 1 bottle.
		3 12 -	
	2 14 -		In the month of Shrawun.
		1 6 -	Soodh 3d, 2 quires, at 12 annas and 10 annas.
		1 2 -	Soodh 12th, paper, 2 quires, for writing accounts.
		- 6 -	Two Pasteboards.
		2 14 -	
	- 15 -		In the month of Bhadurwa, Soodh 7th.
		- 10 -	One quire of 1st sort.
		- 5 -	One ditto, coarse.
		- 15 -	
	3 - -		In the month of Ashvin, Shoodh 7th.
		1 8 -	Two quires of 1st sort, at 12 annas per quire
		- 12 -	One ditto - ditto - - - ditto.
		- 12 -	Two ditto, coarse, at 6 annas per ditto.
		3 - -	
	1 7 6		Paper supplied on account of Lushkur.
		- 14 6	At Doodhera, 2 quires, through Kaseeba Pol
		- 9 -	At Baneeba, 1½ quires, at 6 annas.
	22 12 -	1 7 6	
- 12 6			Expense account at Baroda.
	- 12 6		Viusakh Soodh 5th, horse trappings for Bargeer Vittooba Dhunger.
		- 6 -	Bridle, 1, rein of.
		- 3 6	Kakhun watering rope of cotton thread
		- 1 6	One Balatumjee of ditto.
		- 1 6	One Malkhoreed to Russeekram.
		- 12 6	
3,921 9 -			- - - Carried forward.

Rs.	a.	p.		Principal Amount. Rs.	a.	p.	Interest. Rs.	a.	p.
3,921	9	–	Brought forward.						
1,969	4	9	Regarding Pay to Persons from the end of Chyter to the end of Assud, with interest:						
			To Raza Shree Goorajee Rao, on a promise of 25 rupees being repaid daily	1,000	6	–	241	6	6
			Bapoo Pole	62	8	–	1	9	–
			Gunputi Pole	10	–	–	–	14	3
			Sutwajee Pole	45	–	–	1	8	–
			Kasseeba Pole	27	1	6	1	–	–
			Sular Row Pole	40	2	6	2	5	6
			Peelajee Rao Pole	15	1	–	–	11	9
			Bapoo Balajee	31	13	–	—		
			Bargeer Ishooba Dhun	21	4	–	–	13	3
			Bargeer Azumkhan	17	–	–	—		
			Bargeer Ahunkhan	3	8	–	–	2	–
			Bargeer Shumunkhan	49	8	–	10	12	–
			Selledar Buhwuntrao	92	15	6	9	10	–
			Chobdar Ramsing	9	–	–	–	7	3
			Seeladar Bhoorao	20	13	–	–	13	6
			Bargeer Balooba	9	–	–	–	5	–
			Bargeer Rehmutkhan	6	–	–	–	5	6
			Molubdar Sudba	3	–	–	–	2	6
			Bheestee Mahomed (water man)	2	–	–	–	1	9
			Khedmutgar Padoogadeewun Ramjee	18	8	–	2	8	–
			Peon Shummud	28	4	–	–	14	6
				1,492	14	6	276	6	3
				276	6	3			
			Account with Firm:	1,769	4	9			
			Vukeel Chottalal	150	–	–			
			Purekh Jugabhaee	50	–	–			
				1,969	4	9			
				206	6	3			
				1,692	14	6			
			Details:						
			Principal Amount	1,692	14	6	(Rs. 1,692, 14. 6.)		
			Interest	276	6	3			
				1,969	4	9			

1. In the account it is entered to Gunputrow Pole, that when the money due to Juveree Kalidass Doolubh shall be paid, with interest, the agreement is dissolved.

1. When the Modees of Thana Doodhea and Bareeya's account are made up, from the first of Chyter to the end of Assad, then the agreement is at an end.

1. When the account of the Modee of Baroda Dilsookh Koober shall have been paid, then the agreement is at an end.

Rs.	a.	p.	
5,890	13	9	
20,704	2	6	
1,573	4	9	Interest upon the former balance, and above net.
22,277	7	3	
63	15	6	An item of 61 rupees, the patells of Kasseepoora having made an agreement for five years, they paid to Gorajee.
22,341	6	9	

Rs.	a.	p.	
61	–	–	Punt Turban, and 5 Dupottas.
2	15	6	Interest.
63	15	6	

Deduct from this,
Net Receipts in the year above stated.

(continued)

Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	
5,064	–	6				Amount recovered from the three villages in the year Sumbut 1904.
			2,690	11	6	Collected from the village of Kasseepoora.
			1,821	5	–	- - Ditto - - village of Amodhur.
			527	–	–	- - Ditto - - village of Jambowarra.
			5,039	–	6	
			25	–	–	Fine from Puthan Kadurkhan, of Ahmodur.
			5,064	–	6	
84	8	6				Loss on weight of 30 seers.
			13	6	6	From the Modee of Baroda.
			71	1	9	- - Ditto - - of Dhoodheea.
			84	8	6	
452	3	–				Deducted from the six months' pay of the Modee and horsemen.
279	10	6				Interest on net collections to the end of Ashven.
5,880	3	6				

Rs.	*a.*	*p.*	
259	8	6	Interest on *Rs.* 5,064 – 6 recovered.
20	2	–	Ditto on - - 452 – 3 net.
279	10	6	

Net Balance to be recovered, with interest, *Rs.* 16,461. 3. 3. (sixteen thousand four hundred and sixty-one, annas three, and pies three), on the 30th Ashven Vud Sumvut 1904.

(True translation.)

(signed) *J. T. Jameson*, Commissioner.

(C.) 1.

TRANSLATION of the Summary drawn up by *Nursoo Punt,* regarding the Paga of Soobunjee Pole, in June 1848.

Para. 1. SEVERAL years prior to Sumvut 1896, (1839–40), the paga had been entirely ruined, and the smaller villages were annexed to the Guicowar Government. In 1846 Mr. Sutherland having made a settlement, re-established the paga, and made over the Damalla village to the Pole. To re-establish the paga the Resident had expended part of the 14,387 rupees which had been deducted from the Guicowar Sircar on account of the Nemnook for Sumvut 1895–96, (A. D. 1837–38–39), because the Damalla villages had been in the possession of the Durbar during those two years, and which sum had been deposited with Parukh Kandass Wagjee, and the latter individual was appointed the sole parukh of the Pole.

2. Regarding the appointing of Kandass Wagjee, the sole parukh of the Pole, the written agreement of both parties was taken in the presence of the Resident, and a report of the circumstance, along with the translation of the two agreement bonds sent into Government on the 4th December 1839. From this time the above-mentioned parukh was in the habit of managing the Dumalla villages; and the Pole also transacted all his money dealings through him. In this manner the management was conducted up to the year Sumvut 1900, (A. D. 1844.) In the interim the Pagadar Soobanjee died, and he was succeeded by Gorajee as pagadar, who was anxious to make the villages over to the management of another parukh, which Mr. Remington would not allow him to do.

Rs.	*a.*	*p.*		
5,851	14	9	-	Sumbut 1896
3,696	11	6	-	" 1897
5,072	12	9	-	" 1898
4,932	6	9	-	" 1899
3,236	14	9	-	" 1900
Rs. 22,790	12	6		

3. As detailed in the above para., the management was conducted for five years, and the yearly rents during that period are enumerated in the margin. After deducting from the *Rs.* 14,387. 8. (which had been originally paid to the parukh), the amount that had been expended in raising the paga again, it would appear that up to the end of Sumvut 1900, this balance, and the whole of the yearly rents (above detailed), had been expended, and that the pole in addition owed the parukh the sum of 1,100 rupees. This is attributable to the diminution of rents during two successive years. After this the Pole and the parukh had frequent misunderstandings. The pole complained that the parukh had handed over the villages

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villages to be farmed for the net produce, which was the sole cause of the diminution in the rents; while the parukh represented as the cause of dispute that he would not lend the Pole whatever sums he wanted, and added, that whatever might be the produce of the villages was credited to his account. On looking into the matter, it appears that the Pole, from incapacity, is unable to manage them, and the parukh is very careless in collecting the rents of the villages; his sole object being to secure good interest. Mr. Ogilvie was informed that the former balance had been expended, and that consequently there was a drawback to the maintenance of the paga, and that some arrangements were required to be entered into. For the above reasons Mr. Ogilvie caused the Pole to enter into an agreement, and farmed out three of the Damalla villages for seven years, from the Sumwut 1901 (A. D. 1845), to Mooljee Muckondass, patell of the village of Casseepoora, patells Rugoonath, Meetha, and Dessaee Vulubh, for a yearly rental of 5,700 rupees, and took banker's security for the first year's rent. Regarding the diminution in the rents of the villages, Mr. Ogilvie turned his attention towards obtaining from the Guicowar Sircar the 1,000 rupees per annum formerly agreed on, and reported the same to Government. Mr. Ogilvie paid no attention to the request of the Pole, that he might have another parukh, and that Kandass Wagjee should be changed. Kandass Wagjee was then directed to pay the Pole 800 rupees, to purchase horses in place of several which had died in Sumwut 1901; and the expenses of maintaining the paga were disbursed by the parukh.

5. When Sir R. Arbuthnot came here the Pole was always importuning him to change his parukh, but he would not give his consent; however, when he persisted in his request, he told him that if he wished to change his parukh, he must first square his account with Kandass Wagjee, pay up the balance due to him, when he might appoint any one his banker whom he chose, but that the Resident would have nothing to say in the arrangement. On this he employed another parukh, and made him draw up a written agreement, which he brought for the Resident's inspection, but the Resident, without looking at it, said that this was no business calling for his (the Resident's) interference. The parukh and Pole then told the Resident that unless he (the Resident) gave his assurance that there was no obstacle to the parukh taking the management of the paga villages, and the chittee, and of their continuing in his possession, that no one would undertake the business. This dispute continued for six or seven months, and the paga became much distressed from want of funds; on which the Resident, without paying the slightest attention to what sort of an agreement had been entered into between the Pole and the parukh, merely wrote a sherra at the bottom of the written bond given by the Pole to the parukh, to the effect that the Government guarantee was secured to it. The contents of it appear written below.

The Parukh, &c.

A translation of this agreement was prepared and sent in to Government by Mr. Andrews on the 13th August 1846.

After this was effected the Pole's villages, and the management of the paga, from Sumwut 1902 (A. D. 1845-46), was conducted by Chotta Lall Kussun Lall, the agent of Parukh Jugjeewun Kandass, and the Resident had no concern whatever in any of the money transactions which took place between the parukh and the Pole, or in the management of the villages.

6. Afterwards Mr. Andrews was informed, that owing to the incapacity of the Pole from the parukh's taking the management of the villages, he was becoming more deeply involved in debt every day, and that if no investigation was made into the matter the paga would be brought to a standstill, on which, on the 13th August 1846, he wrote in to Government a letter, No. 187, in which he submitted as his opinion that some settlement should be come to, to which a reply, No. 313, dated 22d January 1847, was received. On this the kamdar of the parukh of the Pole was summoned to the Residency, and the accounts demanded; when he brought the "talebund" (abstract of receipts and expenditure of revenues for the past year) for the Sumwut 1902. From this it appeared that up to the end of Sumwut 1902, the sum of *Rs.* 10,269. 12. was due by the Pole. On this it was clear that, without first consulting Government as to their decision on the subject of the Pole's "chittee," no composition could be entered into with the above-named parukh, on account of his present claims. As there was a very large overplus on the debit side of the Pole, the kamdar was asked why the whole produce of the villages, agreeably to the amount stated in the lease, was not collected, but only *Rs.* 4,373. 15. 9. credited; he replied that the patells, the holders of the lease, had given no security in case of bad crops, and that they had consequently broken their contract, kept the farm in hand, and only paid in the produce derived from farming them. After this he showed the account for Sumwut 1903; in which the produce of the villages for that year was shown to be *Rs.* 2,844. 14, making for both years a total of *Rs.* 7,218. 13. 9, and a deficit in the amount of the rents, agreeably to the lease, of *Rs.* 4,181. 2. 3. This is a statement of his case.

7. In short, the parukh and the Pole managed these affairs themselves, and, among other things, broke the contract which they had given to the lessees. On sending for the lessees to inquire into the matter, they stated that the produce of the farms in Sumwut 1902 was very small; and Gorajee had told them, that unless they took the lease that the villages could not be got out of the hands of Kandass Wagjee, and that if there was a deficit in the amount of rents that they would not be called upon to make it good. On seeing that the net produce only would be exacted from them, they had taken the villages; they had no

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connexion whatever with the lease The parukh and the Pole also stated the case in this manner. Now, if the crops were bad, and the lessees not having furnished security, they had taken the management of the villages into their own hands, yet this circumstance was never reported to the Resident. The Resident has now instructed the parukh who manages the villages that the rents are to be collected as agreed on in the lease, to which he replied that he had represented the circumstance to Sir R. Arbuthnot, but had no proof thereof. Now, if he had stated the circumstance to the late Resident, an inquiry would have been forthwith instituted into the amount of rent stated in the lease, and any just abatement, up to the present time, made therefrom, to relieve him from the oppression of bad seasons, whereas the lease would not have been entirely upset. In the Sumvut 1902 the lease was broken, and in 1903 the management was conducted on the net produce system, consequently the rents are shown to amount to only one half. This mismanagement is entirely attributable to the incapacity of the Pole, and the cunning designs of an interested parukh. The year Sumvut 1904 has now gone by, and the lease has been again broken; this ought not to be approved of. The Resident directed that the full amount agreed on in the lease was to be recovered; but, up to the present time, the account of the actual produce, in figures, for the year Sumvut 1904, has not been received, but, by a rough estimate, about 5,200 is the amount. They say that the amount of rent for one year only is stated at 5,378 rupees.

8. The parukh, up to October, Sumvut 1903 (A. D. 1847), shows a balance of 15,000 rupees due by the Pole to him, but does not produce a full and correct account to prove it, but merely gives in a yad, stating the rough estimate of the amount due. The parukh feels confident he has the Resident's bahandurre (guarantee) for the recovery of the debts due to him, while the opinion of Sir R. Arbuthnot is, that no interference is ever made in respect of debts, and that as long as the paga is maintained properly, the parukh can retain possession of the villages and chittee.* If during the proper maintenance of the paga the possession of the villages is to be withdrawn from him, then he ought to have the amount due to him paid.

* Draft.

9. The following settlements of the case are proposed:

1st. The parukh, of his own pleasure, having lent money to the Pole, he got the management of the villages under his sole control. For this reason it is necessary to strike out all interest, premium, the yearly pay of 200 rupees in lieu of surpao, and, after a regular overhauling of the account has been made, the settlement of the old debt must be effected, and the parukh made to resign the management of the villages.

2d. Another way to settle it is this: from the Sumvut 1904 some definite amount of rent should be decided on, which the parukh must agree to; and, according to the agreement entered into in the time of Sir R. Arbuthnot, a monthly allowance of 450 rupees must be granted to the Pole, and more than that sum must never be given him without the Resident being made acquainted with it. It is needless to give oneself any trouble regarding the amount due by the Pole at the end of Sumvut 1903. If a settlement be arranged according to the above, and any balance is found to remain therefrom, it can go towards the liquidation of his debt.

3d. If the above-mentioned two propositions cannot be carried into effect, then, according to the agreement, in which it is written that the amount of his chittee from Sumvut 1903 is to be paid to him, he should be forthwith paid from the 3,000 rupees which has been received from the Guicowar Sircar, by the parukh, in the shape of chittee, for three years, up to the end of Sumvut 1904. The parukh should also be made to maintain the paga in a suitable manner, and manage the villages properly, which, if he fail in doing, the possession of the villages and the chittee must be withdrawn from him.

Besides the above, I can see no other course to be adopted.

10. Some delay will occur in adopting the arrangements above proposed, and the time for attending to the villages is progressing, therefore the attention of the Resident should be immediately directed towards recovering from the villages whatever amount of rent is obtainable; if not, the arrangement now made by Government, of a sum of 1,000 rupees being paid annually on account of deficiency, is a very fair one, but I don't think this will bring the Pole through his difficulties. If Mr. Sutherland had never recovered from the Guicowar the villages in whose rents there was a deficit, but, instead, had, according to the opinion of the Bombay Government, arranged to receive the nemnook, viz., *Rs.* 7,193. 12. in ready money, there would have been no dispute or difficulties in the matter. From this not having been done, and also owing to the stolidity of the Pole, the care and trouble of freeing the paga from its present difficulties devolves upon the Resident; it is, therefore, desirable that the parukh, or the village patells, should come to some decision as to the amount of rents which ought to be paid by the villages. If this is not done, then a person is ready to take the villages for a term of 10 years, and to pay an annual rent of 5,300 rupees, and if the arrangement is entered into within two or three days he will agree to it, but it must be done with as little delay as possible.

11. Chittee, amounting to 9,000 rupees, have been received in the treasury, from which the amount to be repaid to the Guicowar Sircar must be settled, which, according to the receipt

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receipt of the Pole, appears to be *Rs.* 1,341. 9. 3., and there remains due to the parukh the amount of three years, viz., 3,000 rupees; if the balance then left, *Rs.* 4,658. 6. 9., is paid to the parukh, without adopting the measures proposed in the 9th para., he will not care about getting the debt paid off, and if the money be kept in the treasury loss of interest will accrue. The Guicowar Sircar refuses to give an acquittance for the five years, regarding which the final decision of Government is expected. If the parukh will agree to refund the money to Government, should they demand it, and furnish a written agreement to that effect, provided it meet with your approval, the money should be made over to him, and his agreement taken, otherwise the amount can remain in deposit until the Government decision is received.

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

(C.) 2.

TRANSLATION of *Nursoo Punt*'s Second Report on the Pole's Affairs, sent in in July 1848.

Brief Summary regarding the Villages of the Pole, drawn up in July 1848.

Para. 1. THE nemnook of the Pole's paga is *Rs.* 7,193. 12., for which three villages, Sundana, Antrole, and Wasna, were given. These villages having reverted to the Honourable Company, other villages in lieu of them were made over to the Pole, in 1819, by the Guicowar, viz. Kasee Poora, purgunna Baroda; Ahmodhur, purgunna Wagoria; Jamboowara, purgunna Wagoria. From the beginning it was reported that there was a deficiency in the revenue of these villages, and the deficit amount was received from the Guicowar Government. In 1824 a settlement was made, by which the Government was to pay 1,000 rupees on account of this deficit, and that the deficit was not to exceed that sum, but if less, then to be reduced accordingly.

2. The revenue of these villages was collected in kind (bhagbuttee); in Kaseepoora, however, begotee is levied, but only on a few begas of land, called "koovatur."* The management of these villages was, up to this time, conducted by the parukh, &c. on the part of the Pole; but no one took any trouble to improve the population and cultivation, &c. of these villages. The Pole is not a person of sufficient capacity or intellect to take care of the villages himself. The patells of these villages are suspected of having created confusion in the village lands. From 1840, when the paga was established, until 1844, for five years, the management continued in the hands of parukh Khandass Wagjee. In Sumvut 1896, the revenue amounted to *Rs.* 5,851. 14. 9.; since then the produce has been lessening every year, the cause of which may be attributed to bad management, a decrease in the crop, and also the low rate in the price of the grain, &c.

Report as first made.	*Report as subsequently amended.*
3. In consequence of the villages not having been properly managed, the villages were farmed in 1845 to the patells of Kassepoora, at an estimated amount of 5,700 rupees for seven years, from Sumvut 1901 to 1907; thus the villages were held for that year, and thus it ought to have been carried on, but in 1846 the Pole changed the parukh; from that time no information has been received at the Residency of the management of the Pole's villages; the new parukh carrying on the management direct through Dulputram and his son, Ruseekram. In Sumvut 1903 (January 1847) Mr. Andrews called for their accounts, and in April 1847 the (talebund) epitomised account for Sumvut 1902 (1846) was produced, and they said that that for 1903 would be given when ready, from which it appeared that the management was not conducted according to the terms of the lease, but that he (the parukh) had taken it into his own hands, from which there arose great loss in the revenue; afterwards the talebund for Sumvut 1903 (1847) was produced, in which the deficiency was still greater than in Sumvut 1902 (1846), as will appear below. There is a separate	3. In consequence of the villages not having been properly managed, they were farmed in 1844–45, by Mr. Ogilvie, on the part of the Pole, to the patells of Kassepoor, Mooljee Mukon, Rugoonath Meetha, and Dessaee Vullubh, at an estimated amount of 5,700 rupees per annum for seven years, from 1844–45 to 1850–51, and having given security for 1901, they took the management of it; but the Pole proposed to Mr. Ogilvie to appoint another parukh in the place of parukh Khandass Wagjee, to which that gentleman would not give his consent. After the arrival of Sir R. Arbuthnot, the Pole was always talking about changing the the parukh, but he would not agree; after much asking, he told him that if he was desirous of changing the parukh, he should settle the accounts with Khandass Wagjee, and that he was to appoint another parukh direct, but that in that appointment of parukh the Resident would not interfere. On this the Pole got another parukh, and brought him to the Resident, with a paper of agreement entered into with him, which document the Resident seeing, said there was no occasion for his (the Resident's) interfering;

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* Irrigated land.

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a separate schedule of the revenues of each village.

Year.	Lease.	Net Revenue.			Deficiency.		
	Rs.	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
St 1902 (1846) -	5,700	4,254	15	3	1,445	-	9
St 1903 (1847) -	5,700	2,844	14	-	2,855	2	-
	11,400	7,099	13	3	4,300	2	9

fering; when both replied that unless the Resident gave his assurance that there was nothing to prevent the parukh holding the paga, villages, and drafts, no man would become his parukh. In this manner the dispute went on for six or seven months, and as the paga was beginning to get embarrassed, the Resident took no notice of the agreement the parukh and Pole had entered into, but merely looked at the separate bond that had passed between them, the purport of which was as follows: "Having received from you money to pay arrears due for the expenses of the paga, and the pay of the horsemen, up to the end of the month Ashvin, Sumvut 1901 (October 1845), I am to receive from the beginning of Kartey Sumvut 1902 (or November 1845), 451 rupees per mensem, for the expenses of the paga, pay of the horsemen, kasa, &c., making 5,412 rupees per annum. I have made over to you the three villages, and also the entire amount that I may receive annually by drafts from the Guicowar Government, the whole of which you are to receive from the commencement of Sumvut 1902; and I will not take them out of your possession so long as I owe you anything; and further, so long as my paga performs the service of the State properly, no obstruction will be offered by the Guicowar regarding these villages and drafts; and if the Resident at Baroda will give his guarantee to this writing, I will consent. The lease of the villages for seven years, up to the year Sumvut 1907, has been made through the Resident, and until this period be completed you are to maintain this lease, and receive the amount therein agreed on; and, according to custom, the management must be conducted with my approval. Dated 14th January 1846." This was the agreement the Pole wrote to parukh Jugjeewun Khandass, and beneath it Sir R. Arbuthnot wrote the following guarantee: "As long as the parukh conforms to the terms of the above agreement, and he has any claim against the Pole, and the Pole's paga of 21 horses is kept on an efficient footing, there will be no obstacle offered to his retaining possession of the villages and chittee."

In this manner, having written an endorsement, the accounts of Khandass Wagjee were thereupon settled from the amount of the last instalment of the revenues of the villages for Sumvut 1901 (A.D. 1844-45), which had been deposited in the treasury, on account of the Pole's intention of changing the parukh, and the balance was paid to the new parukh through the Pole. From Sumvut 1902 (A.D. 1845-46) the management of the Pole's villages was made by Dulputram and his son, Russikram, on the part of the new parukh. After this, what transaction took place between the parukh and the Pole, and how the management of these villages was carried on, no one ever gave any information at the Residency.

4. Afterwards Mr. Andrews was informed that, owing to the want of intelligence in the Pole, the management was kept in hand by the parukh, by which the Pole's debts were being greatly increased, and that unless the affairs were looked after, difficulties would arise hereafter. Accordingly a report was made to Government, on the 13th August 1846, No. 187, and in submitting his opinion therein, a translation of the writing passed in the time of Sir R. Arbuthnot was also enclosed; to this a reply was received, dated 22d January 1847, No. 313, on which the khamdar of the parukh Russikram was sent for, and asked for the account; and in April 1847 he produced the (talebund) epitomised account for the year 1845-46, and said that those for 1846-47 would be got ready and produced. From these accounts it appeared that the villages were not managed according to the Resident's lease, but that he had taken the management into his own hands, by which a loss upon the lease occurred. But there is no knowing why the parukh did not take security from the farmers for the other years, as he did for Sumvut 1901 (A.D. 1845); neither does it appear that any order has been issued by the Resident on this subject, nor that any one has sent a report on the matter. Afterwards the "talebund" of the produce of the villages for Sumvut 1903 (1846-47) was produced, and in it the deficiency of revenue was far greater than that of Sumvut 1902 (A.D. 1845-46). A separate schedule of the revenue and expenditure of the three villages has been prepared, the abstract of which is as follows:

YEAR.	AMOUNT ACCORDING TO LEASE.			NET REVENUE.			DEFICIENCY.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Sumvut 1902 (1845-46) - -	5,700	-	-	4,254	15	3	1,445	-	9
Sumvut 1903 (1846-47) - -	5,700	-	-	2,844	14	-	2,855	2	-
Rs.	11,400	-	-	7,099	13	3	4,300	2	9

N.B.—The succeeding paras. are in continuation of both the first and amended reports.

5. According

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5. According to the above, the revenue is shown, but it is difficult to test the correctness of it, because in begotee villages, when an inquiry is instituted, discrepancies are occasionally discovered; but in these bhagbuttaee villages, situated as they are in the country of the Guicowar, there are many ways of committing fraud, as follows:

1st. There is no (khurda) register of land, or any other proof whatever, owing to which the Government and alienated lands get confounded together.

2d. It cannot be clearly ascertained whether the produce of the lands pointed out by the patells as Government property, is taken to the Government threshing-floor, or mixed up with the produce of alienated land.

3d. It cannot be brought home to them, that after the produce is brought to the threshing-floor, and being got ready, and weighed, the ryots, in concert with the havildar, steal the grain.

4th. There is fraud in weighing the property.

5th. There is difference made in the price of grain sold.

In this manner is the way for committing fraud in the bhagbuttaee villages open. In the fourth case, care can be taken to prevent it; and in the fifth, if inquiry was made the difference might be discovered; but in the first, second, and third cases, unless some careful and trustworthy mehta (person) is appointed to the village, and a (khurda) register of the lands is kept, or the village is farmed to one person, it cannot be obviated; and it is difficult to ascertain the cause of the difference. For these reasons it appears that in these two years deceit has been practised. In the villages of Amodhur and Jamboowara rice alone is cultivated, and I hear that in Sumvut 1902 (1846) there was a bad season; but in Sumvut 1903 (1847) there was no dearth, there was only a slight decrease in the price of grain. In Sumvut 1902 (1846) the rain, &c., was favourable to Kasseepoora. In Sumvut 1903 (1847) I heard that the cotton crop in this village had suffered slightly, still the amount of deficiency is shown to be very great, from which I am inclined to suspect that the ryots, patells, mehtas, and others, have caused the difference. If a carkoon is sent to these villages to institute inquiries some trifling information may be obtained.

Note.—No rozmel (daily account) or khata (ledger) is regularly kept.

6. The manager has included the village expenses in the gross revenue, regarding which I have doubts, and there is no entry in the day book of the receipts and expenditure of the revenues. There are improper items, and such as should be expunged, entered in the village expenses, and this should be inquired into.

7. The parukh has not produced the accounts of the villages for Sumvut 1904 (A.D. 1847–48), and states that they were made over to the patells at a certain fixed rate. The particulars of the rate, as he mentioned, on the 16th February 1848, are as follows:

	Rs.	*a.*	*p.*
Kasseepoora	3,001	–	–
Jamboowara	501	–	–
Amodhur	1,601	–	–
Sewai Jumma	275	–	–
	Rs. 5,378	–	–

On inquiring from the patells on the subject, they acknowledge to having taken the villages on the above-mentioned rates. It appears that afterwards 200 rupees was added to the amount of Amodhur, which makes a total of 5,578 rupees. The rough accounts of the proceeds of these villages for this year has been received from the patells, but correct accounts have not been prepared by them. But according to the fixed rates a small deficiency appears in the amount. In conclusion, this year's produce has come up to the amount of the lease.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

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(C) 3.

TRANSLATION of *Nursoo Punt's* Third Report on the Gorajee Pole's Case.

	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
Brief summary, showing the amount received from his Highness the Guicowar on account of the deficiency in the villages granted on account of the nemnook to the Pole's family, from Sumvut 1896 to 1904 (A.D. 1839-40 to 1847-48), nine years, at 1,000 rupees per annum - - - - - - - - - -				9,000	–	–
To be Deducted.						
Amount formerly received by the Pole from the Guicowar Government, as stated by the Pole - - - - - - - -				1,341	9	3
Amount to be paid to the uncle of the Pole, which he will have received from his Highness's Treasury - -	709	4	–			
Paid to the Pole's creditors by his Highness - - -	190	–	–			
Rs.	899	4	–			
The balance, *Rs.* 442. 5. 3., the Pole says he has not received, which should be inquired into. This sum, namely, *Rs.* 1,341. 9. 3., should for the present be kept in deposit in the treasury until an inquiry has been instituted, his Highness having been called upon for receipts of the parties to whom payments have been made.						
Payment should be made to Parukh Jugjeewun Khandass, agreeably to a writing passed by the Pole, from Sumvut 1902 to 1904, three years, (A.D. 1845-46 to 1847-48), at 1,000 rupees per annum - -				3,000	–	–
The balance is required to be paid to the parukh on account of the Pole, but pending the inquiry into the accounts of the parukh, if the money is kept in deposit in the treasury, there would be a loss in the interest, as the Pole has borrowed money from the parukh, which will show a balance due to him. The parukh has struck a balance against the Pole in his account up to Sumvut 1903 (A.D. October 1847), *Rs.* 15,532. 15. 9., from which, if the above 3,000 rupees be deducted, leaves a balance of *Rs.* 12,532. 15. 9.; there is therefore no objection to pay the parukh for the present the balance above shown on account - - - - - - - - - -				4,658	6	9
But if this sum is paid without objection to the parukh, he will further entertain hope.						
Therefore the parukh should be told that as this money is for loss incurred during the years prior to his getting management, and there are the Pole's receipts for those years; although the Sircar may have no doubts on the matter, yet the parukh should be told this reason, and made to furnish a writing to the effect, that should the money be demanded by the Sircar, he will refund it. By taking this agreement from him, and that paying him the money, he will be anxious to have his accounts settled.						
Rs.				9,000	–	–

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(D.) I.

TRANSLATION of Questions put by the Resident to *Nursoo Punt*, and his Replies thereto.

Question, 1. UPON Mr. Andrews writing to Government regarding Gorajee Pole's affairs, an answer came from Government in January 1847 that it would be well if it was taken out of the parek's hands and managed by Government; what was done upon that?—*Answer.* On receipt of the Government instructions, Mr. Andrews desired the paruck to produce his accounts. Those for one year were brought in May, from which it appeared that the lease had been broken. When Colonel Outram arrived, inquiries were instituted, and on the circumstances of the case being brought to his notice, the Sahib said that the money should be collected agreeably to the lease, and Rusickram was directed to collect according to the lease and produce the accounts for both years accordingly; from this date he was constantly called upon to furnish the accounts.

2. Did

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2. Did Mr. Andrews know of the lease having been broken?—Mr. Andrews understood it a few days before his departure, but he did not see the accounts.

3. As the contract was broken the year before Mr. Andrews left, why was it not brought to his notice?—Mr. Andrews knew nothing about it until the accounts were produced by the paruck, in the month of May 1847.

4. From the time I came to the Residency, I gave you frequent orders to get the accounts from the paruck's manager, and at last gave positive orders to place mohseels, &c., on him. During that time, what trouble had you taken in the matter?—From the day you gave the order, I constantly called upon Rusikram to produce the accounts, and when I insisted on his doing so in November, he brought them, and having called for the patells and others we examined them.

5. I sent for Rusikram, and questioning him about the lease, asked him why he had broken the lease without the consent of the Resident, he replied, I remember that he had reported the circumstances in the cutcherry; what is the meaning of this?—When you questioned Rusikram regarding breaking the lease, he was told he would have to pay the money, according to the terms of the lease, but I do not remember hearing him say that he had mentioned the subject in the cutcherry. I know nothing about what he states of having spoken to Sir Robert Arbuthnot regarding it.

6. Used the paruk or his manager ever to visit Sir Robert Arbuthnot on business without your being present?—I never saw any one going on business to the Sahib without me, and don't know if any ever went, but if any people had gone to him alone on matters of business, on my arrival, if he considered it necessary, he would have told me of it.

7. When I first heard of the lease having been broken, what orders did I give you?—You told me to tell the manager that the money would be collected agreeably to the terms of the lease, and I accordingly informed Rusukram.

8. An order having been given to collect the money according to the lease, how came you, in your report, to recommend another arrangement?—You directed that the money should be collected agreeably to the terms of the lease, but as Rusikram made a difficulty about it, and the lessee patells refused to abide by the lease, I, thinking that the time for cultivation was passing away, and that in this present year loss would accrue, proposed that a lease of this village should be made to some other person, since before the dispute could be settled, the time for cultivating would have elapsed. It was my intention that the same arrangement should be made as before, but on speaking to other persons on the subject, the Walwud patell said he would accept the contract at a deduction of 300 or 400 rupees, on which I, at random, said that others would take it, but you told me there was no occasion to make any deduction. My object in making this proposition was to enter into a temporary agreement, but I did not intend this arrangement to be final.

9. The lease of the Pole's villages, which was made in September 1844, through the Resident, is in the office. In that it is agreed to pay the sum of 5,701 rupees of collection for seven years, from the year Sumvut 1901 (A. D. 1844–45) to 1907 (A. D. 1850–51), and so strong an agreement being made that the lease could not be cancelled without the orders of the Resident, the manager had no authority of himself to break the lease, and what necessity was there then for making a new arrangement?—The lease of these villages was made in September 1844, and on my coming here in June of that year, I observed, from a perusal of the old accounts, that a great deficiency had occurred in the produce of the Pole's villages. I reported the circumstances to Mr. Ogilvy, and arrangements were made for leasing the villages, and the gentleman gave a lease accordingly; in that, proper arrangements were made, and it would have been very proper to have acted up to them, but the paruk broke the lease, and is now disputing about it; so, with the intention of making some temporary arrangements, I suggested the above arrangements, but did not intend it to be made certain.

10. The paruk had no authority to break the lease, therefore what difficulty was there in recovering the amount from the patells who took the lease, as there was no difficulty in selling the lessee patell's property, and taking the money according to agreement?—The lessees of the three villages are three patells of Kassapoora alone, and they have been frequently informed that they will be held responsible according to their lease, and they have replied that they cannot carry on the lease, and I don't think they have any of them much property.

11. In the agreement that Jugjeevun Khandass Paruk entered into with Gorajee Pole, it is written in general terms that money has been received on account of arrears of forage and pay, &c., but no amount is specified, it is only mentioned in general terms; this agreement Sir R. Arbuthnot has signed; why did you not point out to that gentleman that this general agreement was not right?—Before the agreement was entered into, the Pole and the paruk urgently requested that the detailed deed should be signed by the Resident, but the Resident told them distinctly that he would not interfere with their arrangements which they had made between themselves, and therefore there was no necessity for him to see their detailed account of interest, premium, &c.; that so long as the Pole's pagah was properly kept up to 21 horses, the Pole could not take the villages or the draft from the hands of the paruck; for this only the Resident was guarantee; and if the Pole wished to deprive the

paruck of the management of the pagah, he must first pay off all his debt. To this effect the Resident made a rough draft of the agreement, and attached a note with his own hand. The Resident did not intend to guarantee the debts due to the paruk, but stated that if the pagah was not properly managed the paruk would be deprived of his charge, notwithstanding his claim being unadjusted, and that Government had nothing to do with this understanding; a document to the above effect was written in presence of the Resident, Sir R. Arbuthnot, and signed by him.

12. When I came to this appointment and asked your opinion as to what should be done regarding the orders of Government, contained in the letter dated 27th January 1847, to relieve the paruk of his charge if he was willing to agree to it, and to place the management in the hands of the Government, what reply did you give?—I remember saying that until some arrangement had been made to settle the paruk's claims against the Pole, I could see no way, and that as Government had been written to regarding the Pole's draft, the paruk's claim could not be settled pending their reply.

13. When the accounts for 1902 (A. D. 1844-45) were received at the Residency, it became known that the lease of the village had been broken, and that in excess of the agreed sum of 5,412 rupees on account of the expense of the pagah, the paruk had advanced the Pole a further sum, by which their agreement was broken, and in the account a balance was struck against the Pole for 10,277 rupees. Did you inform Mr. Andrews of this circumstance?—The accounts were first received from the sowkar in the month of May 1847, at which time I was absent on leave at Ahmedabad. On my return the Resident had received orders to leave. I think I must have informed him of the accounts having been received from the paruk, but I won't be quite certain, because in the confusion of his leaving, there was other business to be got ready, and business had accumulated during my absence, so this remained, and the Sahib was to leave in a few days.

14. When I came to the Residency you informed me that the sowkar had credited a small amount of revenue, but why did you not inform me that the sowkar had given the Pole more money for the expense of the pagah?—I did not examine the account of the money lent by the paruk to the Pole, for I understood from Sir R. Arbuthnot that there was no necessity to examine the Pole and paruk's dealings until the accounts were to be settled according to the agreement, for which reason he was desired to produce the two years' accounts.

15. When Mr. Andrews reported to Government regarding the Pole's affairs, on the 13th August 1846, and a translation of the agreement entered into with Paruk Jugjeevun Kandass was sent to Government, how was it that a translation of the lease of the village was not also sent to Government?—When Mr. Andrews wrote his report he was aware of the village having been given in lease, and as because in the agreement with the sowcar, the lease was alluded to, I suppose the Resident did not consider it necessary to send a separate translation, but I think if you refer to his report you will find that he has alluded to the subject.

16. When the sowkar's accounts were received I called for your report on the subject, in which at first you made no mention of the village having been given in lease, and it was not until I returned the report and desired you to state what you knew regarding it, that you wrote anything to me about it; why did you not mention it in the first instance?—On your first calling for my report on the Pole's affairs, I submitted it in the month of June 1848, the 4th para. of which contained a detailed account of the village lease, &c; I therefore did not write it again, thinking that a repetition would only make my report prolix, but when you returned my report I again wrote what I had previously written in the month of June.

Before me, this 26th day of August 1848.

(signed) *J. Outram,* Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

TRANSLATION of a Yad attached to Nursoo Punt's Examination.

A REPORT was made to the Bombay Government on the 7th September 1848, No. 215, regarding the breaking of the lease of the Dumalla villages of Subanjee Gorajee Pole, pagadar, and of the deficiency in the revenues of those villages, and along with it translations of the following papers were sent:—

1. A schedule made from the accounts sent in for the Sumbut 1902 and 1903, by the manager of the parukh, and those of the villages which had also been sent in; also another schedule, giving an estimate for the Sumwut 1904.

1. The questions put to Nursoo Luxmun, with their replies.

1. Nursoo Punt Tatia's report of June and July, and another; altogether three.

4. The

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1. The lease of the three villages given to the patells of Kassepoora on the 14th September 1848.

1. The report of Venaik Moreshwur.

The above translations were forwarded.

Baroda Residency, date as above.

(True translation.)
(signed) *J. T. Jameson*,
Assistant Commissioner.

(D.) 2.

CONTINUATION of *Nursoo Punt's* Examination on the 26th August 1848.

Question 17. IN reply to my question as to why the amount was not specified in the Pole's agreement, you state that there was no guarantee for the money claimed by the parick, that the parick requested the Resident's signature to the detailed statement, which was not given, and that the terms of the agreement were drawn up in the Resident's own handwriting; but the purport of the engagement is, that the parick will abide by the agreement, and that so long as 21 horses are properly kept up, and anything remains due by the Pole, neither the draft nor the villages will be interfered with. Is it proper therefore to act up to this agreement or not; if it is, how do you say that there is no guarantee for the debt?—*Answer*. In the agreement alluded to, which was entered into before Sir R. Arbuthnot, it is written that, on account of arrears due to the pagah, moadee and bargheer's money has been received, and from the year 1902, I will draw the sum of 5,412 rupees, for the expenses of the pagah, in lieu of which I have made over the draft and the villages. Upon this the Resident writes a guarantee, that if the pagah's efficiency is properly kept up to 21 horses, the parick's possession will not be interfered with, meaning, that notwithstanding the Pole may be in the parick's debt, if the arrangements of the pagah are not properly attended to, he would lose possession, and clearly not, that he should not lose possession so long as anything remained due to the parick; so it cannot be said that the parick's claim is guaranteed by the British Government; but if the management of the pagah is properly carried on, and it is wished to take it out of the hands of the paruk, until his claim is adjusted, he cannot be deprived of possession; from which is to be understood that the Sirkar is in no way responsible for this debt of the Pole's in the way in which they would be for any other guaranteed debt, but only that the possession should not be interfered with; for example, if any one mortgages his property to a sowcar, it cannot be released until the money be paid. In the event of the owner making any difficulty in the matter, and the complaint being submitted to Government, although the Government may not be guarantee, he is not compelled to give up the pledge until the money is paid: this case must be looked upon in the same light. If there be any doubt how the mortgage above mentioned applies to the guarantee of Government, it appears that if any sowcar had entered into an agreement with the guaranteed people, without informing the Resident of it, on their producing a draft or villages as a liquidation of their claim, and in the event of the Pole making an objection or putting the business in other hands, there would be a difficulty in presenting his grievance to the Guicowar Government, and the Resident would also object to interfere in the matter; for this reason, Sir R. Arbuthnot granted the guarantee, with a view to the paruk's possession not being interfered with, except in the two cases above mentioned, and not to be any way responsible for the parick's claim against the Pole; if the latter wished to deprive the paruk of the management, it was incumbent on him to adjust his claim. If you are now uncertain as to the amount and description of the claim advanced, and in absence of information on this subject, how it is to be adjusted, I beg to state that in the agreement it is plainly stated, "on account of modees* and bargheers, &c. belonging to the pagah," and that there was no necessity to specify the amount of arrears. If it is supposed that besides the pagah, the Pole was liable for thousands of rupees to other parties, for the liquidation of which the paruck chose to advance money of his own accord, it is surely far from just to expect that the British Government would guarantee such an amount. If anybody imagines that the word "etcetera" implies money due to sowcars, except for the pagah, it is incorrect, because it is written in the agreement that money was received for the payment of bargheers, &c.; from this must be understood,† bargheers, kasdars, sarwans, and horse gear, as comprised in the word "etcetera;" and besides the arrears, the amount of the annual pagah expenditure is specified in it. The meaning of the agreement is, therefore, that unless the paruk's claim, as above referred to, has been adjusted, his possession will not be interfered with. This I beg you will bear in mind; and I cannot see that the guarantee refers to whatever balance the paruk may choose to strike against the Pole. 6th September 1848.

18. You state that you do not recollect Rusikram saying anything about breaking the lease in the cutcherry, and that you do not know whether he informed Sir R. Arbuthnot of it or not, but do you remember taking the patell's deposition in the office on the 2d December 1847; if so, did not you ask him to mention the name of the person to whom he

* Provedore and horsemen.

† Troopers, horse-keepers, and camel-drivers.

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spoke about breaking the lease; from the Patell's statement do you infer that he alluded only to one year, or for the whole period; if the former, then why did you not make arrangements for the year 1903 (A. D. 1846-47)?—The patell's deposition was taken in office on the 2d and 15th December 1847, in which no mention is made of their having mentioned breaking the lease, but they state that in consequence of the drought they could not pay the money in that year, according to the lease; by saying they reported the circumstance in the cutcherry, they mean that they told me of it, so there was no occasion to ask them who they spoke to on the subject; but in it there is nothing about breaking the lease, and I do not recollect the patell saying to me what he says he did; if what he states is correct, the manager never reported it, so that we did not know who had the management; and if anybody had spoken to me on the subject, I should have told them, as is invariably my custom, to petition the Resident, and if the patell came to the office, this is the reply I should have given him. From the patell's deposition, it appears that they meant the lease for the whole period had been cancelled, because the management of the villages had been for two years out of the lessee's hands, and the paruk had taken no notice of it whatever; therefore it is clear that the lessee patells could not afterwards be held responsible in the terms of the lease.

19. You admit that you did not inquire into the expenditure of the pagah, but the claim made by the Pole against the paruk, on account of an item in his accounts, was settled by Sir R. Arbuthnot, who signed the papers of the account on the 13th April 1846. Four years' accounts were also signed on that day; such being the case, how is it that you state you did not make inquiries regarding the expenditure, and was it not your duty to examine the accounts?—The reply which I gave to the 14th question referred to Jugjeevun Kandass' accounts for the year 1902 (A. D. 1845-46), and the question which you have now put relates to the account of Kandass Wagjee's possession at the time of Sir R. Arbuthnot, which were signed by that gentleman; in reply to which, I beg to inform you, that when Kandass Wagjee's accounts regarding the Pole's pagah for the year 1896 and 1897 (A. D. 1839-40, 1840-41) were received at the Residency they were shown to the Pole, and as no objection was made to them at the time, after they had been signed by the Pole and paruck, Mr. Boyd also attached his signature; the accounts for the following years were produced at the time of Messrs. Remington and Ogilvy; on showing them to the Pole and his carkoon, they made some objections, which were inquired into, and on the arrival of Sir R. Arbuthnot, the dispute was settled to the satisfaction of both parties, and the accounts signed by them, also by the Resident. Previous to, and since my appointment to this office, it has never been customary to interfere with the accounts, &c., unless there was a dispute between the paruk and Pole on the subject; whatever had to be settled was always done in the presence of the former Residents.

20. Even without actually examining the accounts, how is it that you did not bring the item for grass expended in Baroda, which is so clearly unusual, to the notice of the Resident?—The expenditure of grain, grass, &c., on account of the Pole's pagah, has always since before my arrival been carried on without reference to the Resident, and the system which was formerly in force relative to the debit and credit of the Pole's account being carried on amongst themselves, has been continued since my arrival at Baroda, and in the event of any dispute being brought to the notice of the Resident, it was settled as the Sahib thought proper, and they abided by it; but unless a complaint was made, it was never customary to interfere in the matter, therefore I did not consider it my duty to notice whether the charge for grass for the paga was unusual or not, but since objections have lately been raised to the present paruk's accounts, they are being inquired into.

21. How was it that you did not point out to me, on my inquiring into the Pole's affairs, that the patell's bond to give sowcars' security was executed through the Resident, and signed by Mr. Ogilvy?—Regarding the lease which was executed through Mr. Ogilvy, I informed you in person, and it is also stated in the summary, in the 4th para. of that in June last, and in 3d para. of that in July.

22. How could you have been ignorant that the patells could not be released from this engagement until the expiration of the seven years for which it bound them, without the sanction of the Resident, since you were native agent at the time Mr. Ogilvy signed the bond, and must have explained the provisions of the lease to that gentleman?—It is true that the engagement which was entered into for a period of seven years, could not have been departed from without the sanction of the Resident, and it would have been right if the management of the villages had remained in the hands of the lessees, but as the management did not remain with them, a way was opened for their escape, since the management for two years was carried on independently by the paruk, so that it is now difficult to hold the lessees responsible.

(In English.)

Before me, this 6th day of September 1848.

(signed) *M. Battye*, Assistant Resident.

(True translation.)

(signed) W. Jameson, Assistant Commissioner.

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(D.) 3.

CONTINUATION of *Nursoo Punt's* Examination, on the 26th August 1848.

23. *Question.* THE seven years' lease was entered into by the patells, through Mr. Ogilvy, to secure the full amount of revenue to the paruk, who merely looked to the pagadar's expenditure. With this view, the contract was entered into while Kandass Wagjee was paruk; how then could the present paruk release the patells from their lease, and take the management of the villages into his own hands, without the sanction of the Resident; and how is it possible you could have remained ignorant of the Resident's arrangement having been broken so long, since the paruk and patells came frequently to the office?—*Answer.* The entire management of the pagah and villages was vested in the hands of Kandass Wagjee, through the Resident, which arrangement held good up to 1900 (A. D. 1843–44); in the meantime I came to the Residency. The Pole has arranged to place the management of the villages in some other person's hands. On this being reported to Mr. Remington by Kandass Wagjee, he desired the Pole to allow the paruk to remain in charge; but on the Pole objecting to do so, in consequence of the decrease of revenue which had taken place during the time of Kandass Wagjee, when I came to the office, Mr. Ogilvy inquired into the matter, and executed a contract for the village revenues, from the year 1901 (A. D. 1844–45); at that time Kandass Wagjee had to receive the collections, according to the said bond, two instalments of which he received from the security; after which the Pole again objected to this paruk, and requested that another might be nominated; but Mr. Ogilvy did not attend to him. On the arrival of Sir R. Arbuthnot, the same dispute continued, and the Pole refused to allow Kandass Wagjee to collect the third and last instalments of that year (1901); on this being reported to the Resident, he gave orders for the money to be paid into the treasury by the security, and told the Pole that if he wished to appoint another sowcar, the Government would not interfere in the matter. This dispute lasted for about five or six months; at last in January 1846 the Pole appointed Jugjeevun Kandass, and his agreement was entered into through the Resident, in which it is written that "the draft and villages are placed in your charge, from the beginning of Sumvut 1902 (A. D. 1845–46); that up to the expiration of the time the lease is to be considered final, and the amount therein specified to be paid, the arrangements of the villages to be carried on as heretofore," &c., &c. Under these terms the villages were placed in the hands of the new paruk, since which there have been no complaints as to whether the villages remained in charge of the lessee patells or not; so how can I be expected to know anything about it. If the paruk has broken the contract made by the Resident, he, of course, should be held responsible.

Endorsed here:
Before me, this 7th day of September 1848.
(signed) *M. Battye,*
Assistant Resident.

24. How is it that in quoting from the agreement entered into between the Pole and paruk under Sir R. Arbuthnot's signature, from which you have quoted above, you have forgotten the following passage: "That the above-mentioned three villages have been farmed from 1901 to Sumvut 1907, being seven years, by means of the Resident, to the patells of Kasseepoora; until this period be completed you are to maintain those leases and receive the amounts." As this engagement was the result, as you say, of some months' discussion before Sir R. Arbuthnot, in all of which discussions you must have shared, how could you have forgotten this stipulation; and was not the agreement drawn up under your superintendence?—In my reply to the 23d question I quoted as much of the agreement as I thought had reference to the question, and did not consider it necessary to repeat the whole of it; I therefore merely quoted a portion, and added the word "etcetera." What I wrote is contained in the agreement, and I had not forgotten the stipulation which you alluded to; the agreement was drawn up by Sir R. Arbuthnot, after well considering the matter; it was not done through me, though I was well aware of the nature of that agreement, with all the gentlemen who have been at the Residency. Since I came here, it has always been customary to transact business in their presence, and the native agent has never in any business sent or spoken with people or interfered in any business without the Resident's orders. Whatever anybody had to say was heard before the Resident, and whenever the native agent's opinion was asked, it was given at the time, and the Resident's orders were acted up to; this system was followed by Messrs. Boyd, Remington, Ogilvy, Sir Robert Arbuthnot, and Mr. Andrews, and the business was invariably carried on according to the orders of these gentlemen.

(True translation)
(signed) *W. Jameson,* Assistant Commissioner.

(E.)

TRANSLATION of a Letter from the Patells of Kasseepoora to *Gorajee Pole Pagada*; dated 14th September, and received 3d October 1844.

To Raja Shree Goorojee bin Soobanjee Pole Pagadar, write the patells of Kasseepoora, Mooljee Mukundass, Rugonath Meetha, Deesaee Wullubh, that we have, of our own free will, agreed to take the villages given for the expenses of the paga, viz., the village, Amodhur and Jamboawara, in all three villages, on lease from Sumbut 1901 to 1907, in all seven years. The rates of the lease bond which we have retained are as follows:

5,701: The year 1901, 6,001 rupees, out of that the inam at the end of the year for Kasseepoora 100 rupees, and 45 rupees for Ahmodhur, in all 145 rupees; and the jurban and surpao for the fursee, 155 rupees, in all 300 rupees, being deducted, we will give the 5,701 rupees remaining, without expense or remission; and besides this, the grass and huckdars and mehta's fees, and commissariat and village expenses, are on our heads.

5,701, for 1902, as above; 5,701, for 1903, as above; 5,701, for 1904, as above; 5,701, for 1905, as above; 5,701, for 1906, as above; 5,701, for 1907, as above.

Thus, for seven years, we have taken this fursee, and the detailed agreement above it are as follows:

1. The money at the revenue collection is to be paid, as above shown, in the following instalments: 1,901, on Poush Sood 2d; 1,900, on Falgoon Sood 2d; 1,900, on Jesh Sood 2d, the full amount. Thus we will pay the money, so long as the lease lasts, every year according to the instalments, in the currency of the mahal, without remission, and free of expense; and if any profit accrue from the villages being populated, we will take it, and all loss is on our heads.

2. We will, in Ashveen (September, October) of each year, furnish, through the Resident, banker's security for the payment of the collection, according to instalment. If we should fail to give security in any year, then you, through the Resident, having named a manager, may send and attach the villages, and collect the money; but if the full amount not being collected, any loss should occur, we are answerable for it. The loss, as long as the lease lasts, is ours; we will pay you according to the agreement.

3. We will, in addition to the above, pay yearly the village patell's inam, the grassia's grass, the temple fees and religious dues, &c., and huckdar's rights and dues, as due, and will give you then yearly receipts for the same; and if we do not pay any of them, we will pay up that amount in addition to the above, and besides that, we will pay the village expenses that ought to be incurred.

4. We will collect the half share of the yearly revenues, &c. from the villages according to your custom, and will not take more than is customary from any one, nor will we oppress or exact from any one; and whenever you require the receipt and expenditure for any year, we will truly show it to you; and when the lease shall be fulfilled, as above, we will on the following year, Sumbut 1908 (A.D. 1852), make over the village and cultivation to you. . . . . is our security. *S., J. O.*

5. During the lease we will not alienate Vechania or Gherania, &c. to any one, one inch of ground; if we should, we are answerable for the price of the land and a fine.

6. Besides Kasseepoora, the patells of Amodur and Jamboowara having refused to farm their villages, we have, with their consent and at their advice, taken them; and if, during the lease, we should arrange among ourselves that each should take his own village according to the rate, we will then give it them; but, excepting to them, we will not farm or in any other way give the villages, except with the Resident's order; and if we should give the villages of Amodur and Jamboowara to the patells, we are answerable for their acting according to our agreement.

7. You may cut from the meadow of Jamboowara as much grass as you may require for your paga, and you must pay for cutting and labour; and what wood, &c. you require for use, you must yourself take to the town: we will not oppose it.

8. Fines paid for property stolen within the village lands you will include in the rent; but except this, whatever other fines are levied is yours beyond the rent.

9. If in any year during the lease, by the act of God or the king, there should be any heavy loss, then we bear the weight of it, and remission we have no right to demand. But examining the profit and loss for each year, and regarding our advantage and the custom of the pergunna, the Acting Resident will award such remission as he may deem fit.

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We, having made the above lease of our own accord, accept it, and will act according to agreement; and if there is any difference in it, the lease will, by the Resident's orders, be upset.

This writing is true. Sumbut 1900, Badra Fud 2d (Saturday, 14 September 1844, A. D.)

(signed) Patell *Rugonath Mehta*, by his hand.
Patell *Dessaee Wullubhdass*, by his hand.

Witnesses:

Patell *Khandass Bhaee Wagjee*, by Damodhur Goomasta.
Ameer Wuckat, Patell of Amodur.
Patell *Buwan Kussal*, by Ameer Wuekut.
Oomed Anoop Sing, Patell of Jamboowara, by his hand.

(signed) *T. Ogilvy*,
Assistant Resident in Charge.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(F.)

MEMORANDUM of an Agreement to *Parik Jugjeevundass Khandass*, from me, *Goragee Bin Soobunjee Pole*, Pagadar of the Huzoorat Paga.

That I have 21 horses in the service of his Highness Sena Khaskol Shumshur Bahadoor Gaekwar, and I have opened an account with your firm on this account through the Vukeel Chuteelal Kussenlal, and have received from you money to pay arrears due for the expenses of the paga, the commissariat, and the pay of the horsemen, &c. up to the end of the month Ashsun, St. 1901 (October, November 1845), and am to receive from the beginning of Kurtej 1902 (or November 1845) 451 rupees per mensem, for the expenses of the paga, pay of the horsemen, khasa, &c., amounting to 5,412 rupees per annum. You are to receive in lieu thereof the entire annual revenues of my three alienated villages, viz.: Kusseepoora, of the Baroda purgunna, and Jamboowara and Amodhur, of the Wagoria pergunna, and also the entire amount that I may receive annually by drafts from the authorities; and I have made over to you possession of the three villages, and the drafts from the commencement of St. 1902; and I having settled your full account, principal and interest, and having taken your release and acquittance, the above three villages and drafts will be released, and so long as my paga performs the service of the state properly, no obstruction will be offered by the Gaekwar regarding these villages and drafts; and if the Resident at Baroda will give his guarantee to this writing, I will consent.

14th Posh Sood, St. 1902, or 11 January 1846 (Sunday).

New para.—That the above-mentioned three villages have been farmed from St. 1901 to St. 1907, being seven years, by means of the Resident, to the Patells of Kasseepoora, and until this period be completed, you are to maintain these leases and receive the amount; and you are to pay annually the huckdars, and all village expenses, &c., together with whoever may have rights; you are not to cause any hindrance to any one of these, and you are to manage the villages with my advice, according to former custom.

14 January 1846. (signed) *Gorajee Bin Soobunjee Pole.*

Witnesses:

Gungadhur Abbajee, in the service of Bahount Row Gaekwar, in the presence of the parties.
Hurree Wittul Cassedas, in the presence of the parties.

This engagement has been executed before me by Gorajee bin Soobunjee Pole, and accepted by Chotoolal Kissoulal, the Vukeel, on the part of Jugjeewundass Khundass, banker in Baroda. The villages Chittee mentioned in it being now held by Gorajee Pole under the British guarantee, the same is hereby extended to Jugjeewundass Khandass, to the extent the said Gorajee Pole shall not interfere with him in the management of the said villages, so long as the conditions of the bond are fulfilled, or any debt arising therefrom shall remain unpaid, or his paga of 21 horsemen shall be maintained on its proper footing.

(signed) *R. K. Arbuthnot*, Resident.

Baroda Residency, 14 January 1846.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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(G.)

TRANSLATION of *Baba Fudkey's* Report on the Villages of Gorajee Pole, sent into Colonel *James Outram*, C.B., Resident, Baroda; dated 5 September 1848.

ON the 24th July 1848, I was summoned by you (the Resident), and told that there appeared to be a great deficiency in the revenues of the Pole's paga villages, in the year St. 1902 and 1903 (A.D. 1846 and 1847), which could not be accounted for; and you directed me to examine into all the papers, &c. connected with the Pole's affairs in the Residency office, and make a report thereon. On this I sent for the prepared accounts of Kandass Waghjee, Jugjeewun Kandass, and the "Jhuptee" accounts of the village mehta, and the chopras and loose papers of the (tullatee) village accountant, and the deposition of the losses of the villages of Kasseepoora, and also the agreement drawn up and given by the Pole to Jugjeewun Kandass, and which has the Government guarantee endorsement thereon; also the lease of the villages and the deed of agreement furnished thereon by the lessees; and after examining them all, I have the honour to submit below the opinion I have come to on the matter, for your Honour's consideration.

Para. 1. In the time of Soobanjee Pole the management of the paga was in the hands of Baba Nafra, and he having expended money just as he liked, ruined the concern; so much so that not a single horse remained, and the Pole was even reduced to extremity for the means of maintenance. The reason of my mentioning the circumstance is to let it be known that the present condition and mental capacities of Gorajee Pole are on a par with those of his ancestors. It is very fortunate for the present Pole that he enjoys the Government guarantee, for which reason the Resident formerly inquired into his accounts. Afterwards the late Mr. Sutherland kindly re-established the paga; and that gentleman thinking that if the management of it was vested in the Pole, that it would not be conducted properly, handed over the money which had been received on the Pole's account from the Gaekwar government to Kandass Waghjee, and directed that the expenses of the paga should be disbursed from his firm, and that the revenues of the villages should be credited by that parukh to the Pole's account; Mr. Sutherland further directing, that unless the management had the supervision of Government, that the Pole would throw difficulties in the way; he desired the late native agent, Anoopram Kussondass, to keep a look out on the Parukh, and report anything extraordinary that should fall under his observation. To carry out these instructions, Anoopram Kessundass kept a carkoon, named Nursidass; but shortly afterwards dying, these plans were not fully carried out by him. It was of course incumbent upon the native agent who succeeded him, to have acted up to the above instructions; but on examining the prepared accounts of the management, it does not appear that he superintended the affairs of the Pole, or made any reports thereof to the Resident. The accounts are kept in a most irregular manner, and he (the native agent) best knows his reasons for not instituting an investigation into them. The late Mr. Boyd's signature, dated 7th January 1842, appears on the prepared accounts for the years St. 1896 (*i.e.* A.D. 1839-40) and St. 1897 (*i.e.* A.D. 1840-41), and Sir Robert Arbuthnot's signature appears on those for the four succeeding years, viz., from St. 1898 (*i.e.* A.D. 1841-42) to St. 1901 (*i.e.* A.D. 1844-45); but they are all signed on the same date, the 13th April 1846, from which it is evident that the accounts were not examined and reported on annually to the Resident. If it be urged that the Pole's signature is regularly attached to the accounts, and that consequently these accounts ought to be relied on, I will merely observe, that I have previously alluded to the mental capacity both of the Gorajee and of his father. If any one was to put but five rupees in cash into the palm of his hand, he would, without a moment's hesitation, sign a paper securing a certain loss of 50 rupees. There are many proofs of this, and several instances have been reported to the Resident. In short, the arrangement which the Resident had adopted for the proper management of the paga, owing to the laziness of the native agent, were not kept in force, from which the expenses were considerably increased, while on the contrary the revenues of the villages diminished. After duly investigating this matter, I have, as they appeared to me correct or incorrect, prepared a memorandum of the most important items of expenditure, and now enclose it for your information.

2. The villages of Kasseepoora, Amodhur, and Jamboowada were leased out for a term of seven years to the patells of Kasseepoora, by Gorajee Pole, and the contract was managed through the Residency. On looking into the terms of the deed of agreement, furnished on this account by the lessee patells, it would appear that the lease could not be cancelled without the Resident's orders, and that the profit or loss in the concern rested entirely with the lessees; moreover, that if any very great losses were experienced from the effects of the weather or the reigning authorities, they had no right to demand a remission; but it adds, "it is to be hoped that the yearly produce will be looked into, and our probable means of getting on, as well as the customs of the purgunnah borne in mind, and due remission made through the Resident, according to the circumstances of the case." The meaning of the above is, that at the end of seven years, the Resident was expected to make inquiries into the matter, and award such remission as he should think fit. Notwithstanding this, the lease was cancelled, and the farms managed, collecting the net produce; it is therefore but fair that the lessees should, according to the terms of their deed of agreement, make good the deficiency (arising, as stated, from bad crops) in the amount agreed on in the lease. There is no such term in the agreement that in case of a deficiency occurring in any year, a deduction will

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will be made. It appears most extraordinary that the lease should have been broken without the Resident's orders, after so binding an agreement having been entered into; and on examining the papers, I can find no writing that orders were given sanctioning such a procedure. The deposition of the lessees, Dessaee Vulubh and Rugoonath Meetha, was taken at the Residency on the 2d December 1847; in that they deposed to having stated at the Residency Kutcherry, that the produce of the villages would be next to nothing; that in Kasseepoora, some of the crops had ripened; and that an estimate of them ought to be made, according to which they were willing to pay; and that they could not that year pay the amount agreed on in the lease. On which they were told to inform Gorajee Pole of the circumstance. From this it is clear that the lessees themselves did not entirely break the lease. This representation of the lessees it appears, from the paper in question, only bears reference to the year Sumvut 1902 (*i. e.* A. D. 1845-46). It is most extraordinary that the native agent did not turn his attention, in the beginning of Sumvut 1903, to the terms of the contract entered into by the lessees, and report the same to the Resident, with the view of obtaining a settlement; but instead of so doing, permitted the management to continue, collecting merely the net produce for that year (Sumvut 1903). Again, it appears in the above-mentioned deposition, that on the 15th December 1848, the lessees were questioned as to whether they were willing to enter into a contract for the village of Kasseepoora for the year Sumvut 1904, and what amount they were willing to give. Now, in my opinion, there was no occasion for Government to have put such a query to them, because from this question it strikes me very forcibly, that at the time the contract was broken, the Residency establishment were aware of the circumstance. The lessees distinctly state in their depositions that they were willing to keep the village for a rental of 3,000 rupees, deducting therefrom 100 rupees on account of their inam service; from which I am inclined to believe their statement in the deposition. The question which ought to have been put to them was one calling upon them to state the name of the individual whom they informed of the circumstance, which was omitted, I imagine, because it was feared they would have too plainly mentioned the person upon whom the blame of not having informed the Resident of the lease having been broken in Sumvut 1902 (A. D. 1846) would have rested. So long as the agreement to receive the fixed sum of 5,701 rupees was in force, there was no occasion for interfering in the matter. I conceive that the lessees, the Pole and others, plotted together and cancelled the lease for their own advantage.

3. On examining the deed of agreement which Gorajee Pole had drawn up, and given to Parukh Jugjeerum Kandass, and which has been guaranteed by the Resident, I am much surprised to find that the amount of debt due to the Parukh is not specified; there is merely an undefined statement that money has been received on account of the settlement of the arrears due to the paga (modee) provedore (bargheer) horseman, &c. up to the end of the month of Ashween, Sumvut 1901 (October 1845). It is certainly a great piece of neglect, that the amount of a debt to a Soukar is not specified. As the end of Ashween, Sumvut 1901 is stated, so ought the date or year from which the debt commences to be mentioned; but as the arrears are merely given in this indefinite manner, the Pole may be made responsible for any amount. It is further written in it, that from the month of Kartig, Sumvut 1902 (A. D. 1846), that he should receive a monthly allowance of 451 rupees for the expenses of the paga, bargheer, private wants, &c., being an annual sum of 5,412 rupees, and for the liquidation of this, he agrees to make over entirely to the Parukh the villages of Kasseepoora, Amodur, and Jamboowada, and also the chitti* from the Guicowar government; and in the event of the villages and chittee being taken from him, he agrees beforehand to pay up, with interest, the whole amount due to the Parukh, and to take his bond of acceptance and acquittance for the same; however, that as long as the paga continued serviceable, the Government would not object to the villages and chittee remaining with the Parukh, which the Resident would guarantee, and that he, the Pole, would agree to it; also that the seven years' lease made through the Resident was to remain in force, and the amount therein stated, 5,701 rupees, was to be received by the Parukh. In this contract, the Resident has entered an endorsement to the effect, that the British Government guaranteed the three villages and the chittee† from the Guicowar government, on account of the expenses of the Pole's paga, and the guarantee is granted to him on this account, that as long as the Parukh conforms to the terms of the above agreement, and the Pole continues to owe the Parukh any money, and so long as there are 21 serviceable horses in the paga, the villages and chittee would not be taken from him. Notwithstanding this Government endorsement, the supervision of the fulfilment of the terms of the contract was entirely neglected by the authorities, owing to which the part referring to the receipt of 5,701 rupees on account of the rent of the three villages was broken, and the arrangement for the expenses of the paga, that a limited sum of 451 rupees per mensem, or 5,412 rupees annually, should be granted, instead of being adhered to. In the clearance accounts for Sumvut 1902, there appears a sum of *Rs.* 2,717. 6. 3. in excess of that amount; these accounts were produced and shown to Mr. Andrews, in which there appeared, inclusive of interest, a balance against the Pole of *Rs.* 10,269. 0. 9., which circumstance ought to have been especially brought to his notice at the time; but I am informed that, up to the present time, this has not been done, and that the expenses are being conducted as heretofore. When the expenditure increased, it was the Pole's business to have put a stop to it, which he did not do. The Parukh has been guilty of great carelessness and neglect, inasmuch as he has neither given his attention to the resources of the revenues, nor to the terms of the agreement. He being the manager and banker of the paga, he includes his own pay as well as his goomashta's

* Draft.

† Draft.

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in the accounts, whereas it was incumbent upon him, the Parukh, to keep the accounts in a correct manner, and examine into the correctness or otherwise of all items of expenditure; but such was not done, and the consequence is, that the Pole has become deeply involved in debt. Such appears to be the case from an examination of the papers, and I now state it for your information.

4. On examining the accounts of the grain, I find that the daily expenditure is not specified; and there are no vouchers forthcoming to show on what days horses died, or others went on mohossil* duty, in order that the grain on their account might be deducted. For four or five years the Pole had a surplus in the hands of the Parukh, and it was therefore his duty to have laid in a supply of grain for the year at a time when there was abundance, instead of doing which, he was in the habit of purchasing it monthly at a considerable cost. In the clearance accounts of several years, in several places the rates are mentioned; but, on examining them, they do not seem to agree with the bazar prices, and I have no means of testing whether more or less has been expended. I have, on whatever is entered as the amount of expenses for that year, made a loose estimate, and having fixed the rates, I consider 100 kulsees of grain per annum, for the 21 horses, a fair average. This I have noted for your information in a separate memorandum, and deducted the excess during the eight years, which has appeared to me to be incorrect, amounting to a sum of *Rs.* 1,142. 3. 6.

5. On looking into the sums entered yearly in the accounts for grass, they do not appear to be correct, because ever since the paga was re-established it has been in the districts, and for the few horses which occasionally come in on duty, and the one or two which are constantly stationed at Baroda with the Pole, it is impossible that the amount of grass entered as expended at Baroda could have been used among so few horses; and it is further the custom in all pagas stationed in the districts, for the gorawallas to bring grass from the jungles for the horses, during seven or eight months of the year; and on examining the total grass expenditure for the different thanas,† it appears that the ghorawallas of this paga were in the habit of bringing it also. Even if the Pole's cattle were kept in Baroda, and grass was occasionally given from the stack to friends, I have included all that in the fair proportion (as shown in my statement), but in addition to this there appears an excess of *Rs.* 2,046. 15. 3.

6. The yearly account of labour expenses does not appear to be correct, and so much cannot have been expended as is written. All the items mentioned under the head of labour expenses have not been expended solely on that account, but also on other matters, which will be seen on a reference to the accounts. In my memoranda I have stated what appears to me, after examination, to be correct, and what is incorrect. The amount of the latter (the excess) is *Rs.* 730. 12. 3.

7. Under the head of expenses on account of horse "massalla," a detail of the items is occasionally given; but on looking into these, there appear to be very few items used in horse massalla. The following are the things detailed: doll, rice, khichdee, dates, "ghee," goor, opium, ready money, &c., from which I conclude that it means the Pole's house supplies. After considering the matter thoroughly, if the horses were to have a nutritious diet of this kind given the whole year round even, there would be no cause for the large annual expenditure on this head. After deducting what I consider a fair allowance for massalla and nutritive diet for each horse, there appears an excess of 354 rupees. Both sums are specified in my memoranda for your information.

8. On examining the whole of the yearly accounts regarding the expenses of hereditary pay, in none of them do the receipts of the bargeers or ghorawallas, &c. appear; consequently, it is impossible to understand when people were enlisted or discharged. This being a paga, of course several must have been absent or died; but there is no correct account by which the increase or decrease can be determined. "On account of pay, &c." is inserted in many places in an indefinite manner, but in very few is any detail given; it is, therefore, impossible to form an opinion as to the correctness of this charge.

9. The amount of Soucar's expenses is *Rs.* 4,057. 8., in which interest and premium have probably been calculated as agreed upon; but as the detailed accounts of the interest are not to be found, it is impossible to decide whether this item has been overcharged, or otherwise. The interest account during the management of Jugjeewun Kandass is at present under review in the Residency Office, and if any discrepancies occur therein, they should be deducted from the above sum. The item of *Rs.* 324. 8. entered on account of "Sirpao," is an improper charge, because the amounts lent to the Pole have been guaranteed by the British Government, and it ought, therefore, not to have been made.

10. There is no fixed sum laid down to be expended on charity, the dusserá, deewallee, illuminations, and presents which occasionally appear in the accounts; the Pole, I dare say, spent whatever he thought proper in any year. These items must consequently remain as they are; the incorrectness or otherwise of them cannot be decided.

11. The Pole's paga yearly accounts do not strike me as being entirely correct, because the paga only consists of 21 horsemen; and Ahmed Khan Godrakur has 20 horsemen in his, for which the owner of that paga, Ahmed Khan, enjoys a nominal nemnook ‡ of 4,800 rupees; but from which a deduction is made therefrom of 300 rupees by the Guicowar on account of the Potedar, and other expenses, leaving him an actual net nemnook of 4,500 rupees only. Both

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* District.

† Stations.

‡ Stipend.

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Both these pagas were, to the best of my recollection, re-established in the Guicowar's service by the late Mr. Sutherland, in the month of Bhadra Pud, Sumvut 1895 (A. D. 1838–39), at an interval of some 8 or 15 days. The Pole's nemnook exceeded that of Ahmed Khan Godrakur by about 2,000 rupees; and when the paga of the former was reorganised by the Resident, at the time of raising it, he obtained from the Guicowar government a sum of *Rs.* 14,287. 8., being arrears on account of the nemnook of the years Sumvut 1894 and 1895 (A. D. 1837 to 1839), out of which sum he purchased the horses, &c. for it, while Ahmed Khan got nothing at all, but was compelled to borrow a sum of 4,000 rupees, with which he purchased horses, and passed muster. Shortly after this Ahmed Khan died, when his son being without interest, and having no other course to pursue, borrowed 3,000 rupees from a Soukar, and gave it as a nuzzurana to the Guicowar government, which enabled him to retain the paga. The interest on the above two items, amounting altogether up to the present time to a sum of 4,000 or 4,500 rupees, has been paid off by Ahmed Khan's son from his allowances; and the paga has at the same time been kept in an efficient state, while he has also had a large family to support. Nevertheless, with the exception of the original debt of 7,000 rupees, he is not otherwise involved. On the other hand, the Pole has expended all the revenues of his villages, and the money received from the Guicowar government; and in addition has, up to the end of the year Sumvut 1903 (A. D. 1847), got involved with the Soukar to the extent of *Rs.* 15,532. 7. 6. On examining the detailed statements of his assets and debits, and the account of Jugjeevun Kandass, both of which are enclosed separately, you will understand the matter.

12. In the village accounts for the year Sumvut 1900 (A. D. 1844), Kandass Waghjee has entered 194¾ kulsees of rice as being stored up owing to his not meeting with a buyer, the value of which, amounting to *Rs.* 1,679. 11. 6., he has deducted from the balance, and credited under the head of the rice account. Of this grain, 100 kulsees were sold for *Rs.* 795. 5., which sum is credited in the accounts for Sumvut 1901 (A. D. 1845), in which year the Parukh struck a balance of *Rs.* 2,257. 15. 9. against the Pole. In this same year, notwithstanding that the Pole had leased the three villages for seven years, for an annual rent of 5,701 rupees, the Parukh has only credited him in his accounts with 3,801 rupees, and the difference, 1,900 rupees, is now here accounted for. From the Sumvut 1,902, the management of the affairs of the Pole's paga was placed in the hands of the Parukh Jugjeevun Kandass, during the time of Sir R. Arbuthnot, as it was impossible, without documents, to find out whether the arrears claimed from the Pole by Kandass Waghjee were ever settled or not. I questioned Nursoo Punt on the subject, who gave me a yad, being a detailed account of the sum of 1,900 rupees, and also the account presented at the Residency by Kandass Waghjee at the time the Pole preferred a claim against that individual there, and which dispute was at the time inquired into, and settled. He gave me these two papers on the 16th August 1848. On examining the latter document on the subject of the claim, it appears that the Pole objected to some of the items of expenditure in the Parukh's account, and complained accordingly; and these were inquired into by Sir R. Arbuthnot, who settled the case, and directed the items in question to be deducted from the Parukh. Against one of the disputed items appearing in this paper, it is written that "the Parukh denies having fixed the price of the rice, and says that it was stored up merely because there was no purchaser; but as the Parukh cannot prove by any written document that he reported the circumstance of its being kept in store to the Resident or Pole, it has been decided by the Resident that the rent of the store-room where the rice was kept, and the interest on the value of the rice that still remained, amounting to *Rs.* 415. 4., should be credited by the Parukh in the Pole's accounts." This was a very just decision, because the Parukh failed to report the circumstance. In this manner the Parukh has, in connexion with the affairs of the Pole, although he could bring forward written proof regarding the particulars of certain matters, yet from the fact of his not having reported the circumstance to the Resident, been a considerable loser. These facts appear on examining the papers, and they are now brought to your notice.

13. The produce of the villages of Kasseepoora, Amodur, and Jamboowada, for the year Sumvut 1903 (A. D. 1847), is shown by the manager to be very small, but no inquiry can now be made regarding it, because in these villages there is no regular system of collecting revenue by bigotee or khatabundy, *i. e.*, either a certain assessment on the beegah, or some other specified arrangements. In such villages the estimated produce can only be calculated when the grain is ready for the sickle, and also after the grain is cut; if immediate inquiries are made in that year as to the amount of grain sown, and what has been gathered in, the estimate can even then be arrived at; however, it is too late now to adopt either of these two plans. When the patells and pagadar are questioned on the matter, they don't explain it properly, because they know if they were to state the whole amount of the produce, they would have to make good the rent according to the contract. Besides, what has been plundered from the produce, has not fallen to the share of one individual; they refuse to produce the accounts such as it is customary to keep, from which their rascality is apparent. On examining into the case, the following seem to me the reasons for the deficiency in the revenues of the villages.

1st. The patells of Kasseepoora have allowed some 35 or 40 families of Scindees to settle down in their villages, and sold and mortgaged to them portions of Government land, and other portions they pretend they have disposed of in a similar manner from the circumstance of these Scindees residing there, while they themselves receive the produce. Some of the

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the land has also been portioned out among the others for pasture. In all villages, when the (bhagbuttaee) revenue in kind system is in force, it is the custom to collect all the grain into the khullee (thrashing-floor), but in this village, there being many Scindees, the patells and ryots all plot together with them in a system of robbery, and keep the Government grain in their (the Scindees) fields and houses. In the event of robbery being at any time traced to them, they declare it to be the produce of the land purchased or mortgaged by them, and thus forcibly retain the Government grain. On hearing that this was the practice of the patells and others, I sent for one of the patells, Govind Nurotum, of the above village, and his deposition was taken before Mr. Battye on the 23d August 1848, in which he stated that he could not give information on this point, as it would cause ill feeling between his kinsmen and himself; but that when the management of the villages came into the hands of the Sircar, he would tell everything he knew. On this, I told him that he should give all the information in his power, and on the 24th August, he, in the presence of Mr. Battye, gave in a yad to the effect, that the produce of 14 koonburs was consumed by others, and never handed over or accounted for to the Sircar, and although the robbery of a heap of grain had been carried home to some coolies, yet they had never been called upon to make good the amount, and that some portions of the land had been portioned off into pasture. On examining the yad, and his deposition, it will be understood. I have examined the clearance accounts for the years Sumvut 1902 and 1903 (A.D. 1845-46-47), written by the mehta, and handed in by the manager, but the detailed accounts Roz, Mel, and Khatawuee, which it is usual to give in, he refuses to produce. On examining the four khurda choprees, furnished by the patells and tullatees for these two years, they are not, it would appear, the original ones, but have been drawn up to show a deficiency in the produce; and on desiring them to produce the documents from which they conducted the management of the revenue, and calculated the balance due, they replied that they had already given such books as they had, and that there were no others; but it is quite impossible that the revenues could have been calculated from these (khurda) waste books which were shown to me. Fraud seems to be their sole object in withholding these books. The village in question is surrounded with villages belonging to the Guicowar court, whose accounts were called for at my request by the Resident, on examining which I have come to the conclusion that the produce of the village of Kasseepoora for Sumvut 1903 (A.D. 1847), would necessarily be less than that of Sumvut 1902, but not to the extent mentioned by the manager. In the year Sumvut 1903, a deficiency of 500 rupees may have occurred from the failure of the cotton and other crops over and above that of the preceding year, but the other losses specified appear to be incorrect.

2d. The chopras and balance accounts of the village of Amodur, for the years Sumvut 1902 and 1903 (A.D. 1846 and 1847), have been furnished. On examining and looking into these, in two of the mehta's clearance accounts, and the two (kuttownees) general village accounts for the two years, the folios of the daily cash book are occasionally referred to; wherepon I called for that book from the mehta, but he replied that the loose papers had been given to Russeekram, the manager. Russeekram has produced the mehta's list, from which it does not appear that he gave these loose papers to him; besides, it is not customary in the kuttownee* to make references to loose sheets. In this fraudulent manner do they endeavour to prove the deficiency in the village produce. The (khurda chopras) rough account books produced by the tullatee and patells are not framed according to custom, they appear to have been lately drawn up; I consequently again sent for the before-mentioned patell Moree Dajee Nuthoo, and inquired into it, but these people are such stupid ignorant fellows that they do not understand anything. When I asked them the question "In the Sumvut 1904, what grain was grown in your fields, and what share thereof did you give to the Sirkar, and how much did you take to your own house?" they could not even distinctly remember that. In the year Sumvut 1904 (A.D. 1848), the manager had levied fines on these people, to show the exact amount of which, they had brought a small bundle of grains of gramme, from which I prepared a list of the fines, and showed it to Mr. Battye on the 25th August 1848; on comparing this with the statement furnished by Russeekram, the manager's goomashta, a great difference was at once apparent. Hanum Patell, who conducts the management of the village just now, is in collusion with the manager and Gorajee Row, whom he bribes with a sum of money, and appropriates an equal amount to himself, so at least I conclude from the list of fines. On examining the account of revenue of the surrounding villages belonging to the Guicowar, the deficiency shown in the account of that of the village of Amodur appears to be incorrect.

3d. The produce of the village of Jamboowada, for the year Sumvut 1903 (A.D. 1846-47), compared with that of the neighbouring villages belonging to the Guicowar government, does not appear correct. For the year Sumvut 1902, *Rs.* 97. 1. 6. only is given as the amount of revenue; and during the management of Kandass Waghjee it was never so small; for these two reasons, therefore, I do not think the accounts furnished by the present manager to be depended upon.

From the above particulars, you will be enabled to judge of the cause of the falling off in the revenues of the three villages.

14. On examining the Pole's daily account book, it appears that he sent sundry cart-loads of grass from the pasture lands of the village of Jamboowada to Russeekram, and Sumputrambut. In the deposition of the former, taken in the presence of Mr. Battye on the

31st

* A kind of ledger.

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31st August 1848, it is written "that he was in the habit of paying for the carting and cutting of as many cart-loads of grass as he took for himself, and it was never included in the paga expenditure." On this I desired him to produce the account books in which the expense of cutting and carting had been entered; for that if he had paid these items, there would most certainly be an entry of them, on which he said "he kept no accounts in his own house, but that the expense of the carting had been deducted from the salary for the management of the villages, to be recovered from their produce. The expense of cutting is paid all at once, so that whatever amount of grass goes towards the use of the paga is debited to the Pole's account, and the remainder to his." From this it is quite clear that he has private accounts, but he has never been put to the expense of cutting or carting, and consequently, does not wish to produce them. Further, on looking into the accounts of the villagers for the same year, it does not appear that the carting expenses have been deducted from their salary. On questioning Bapoo Ballajee, a carkoon of the Pole, on this matter, in the presence of Mr. Battye, on the date above-mentioned, as to whether the 36,225 bundles of grass mentioned in the chopras for Sumvut 1903, against the names of Ruseekram and Sumputram, were part of that belonging to Gorajee Row Pole, he replied, "That he did not know what agreement had been made between the Pole and Russeekram and Sumputram, but that he had entered it in the chopra, as directed by the Pole, by way of a memorandum." I then asked him, How was it, that when I yesterday inquired of you about the grass entered in the chopras, that you said that the Pole had desired Russeekram to erect a stack of grass near the Fukeer's stand, and that when the stack at the Pole's house had been all expended, that you began taking grass therefrom; whereas, to-day, you state that you entered the grass in the chopras in Russeekram's name, according to the Pole's orders? To this he replied, "that he certainly did say so yesterday, but he was not fully aware at the time of the circumstances of the case." I then observed to him that he yesterday had alluded to the stack having been erected near the Fukeer's stand, but that being afraid of the Pole or Russeekram finding fault with him, he had to-day pretended ignorance of the fact. To this he replied, that "he thought that the grass had been stacked there, which was his reason for saying so." From the above depositions, and the statement of Gorajee Pole and Kasseeba Pole, it appears that none of them agree, and consequently, no dependance can be placed on either the written or verbal statements of the Pole, or the manager of his affairs. On looking into all the papers and accounts, I feel convinced that the grass which was taken by Russeekram belonged to the Pole.

16. On examining the item of cutting and carting grass in Juggeevun Kandass accounts, I perceive 150,000 bundles of grass were cut in the year Sumvut 1902 (A. D. 1846), and 150 rupees entered as expenses on that account. Out of this 105,000 bundles were sent to the city of Baroda, and 45,000 to the village of Sawukree. The above is the detail of it in that year; and in Sumvut 1903, there appears an item of *Rs.* 178. 8. for cutting grass, amounting to about 178,500 bundles, of which, 122,310 was sent to the city of Baroda; a stack at Jumboowada, of about 45,000 bundles, was burnt down, and the deficiency of about 11,093 was given or taken away; now if this deficiency of 11,000 is included in the amount of grass cut, then the whole amount seems to have been expended. In the account for Sumvut 1903, there appears an item of *Rs.* 50. 8. for carting grass from Jamboowada to Sawakheira, in the year Sumvut 1902; this I imagine is not correct, because the whole of the grass cut that year is above accounted for, and there could not have been any remaining; consequently, the charge for carting in that case must be an imposition.

17. From an entry in the chopras for the Sumvut 1903 (A. D. 1847), it appears that 4,460 bundles of grass were received by the Pole from Sumputram, out of that stacked near the Fukeer's stand; but on examining the places where the different entries on this account have been made, the items do not appear to have been noted where they ought to have been; they have evidently been inserted here and there *ad libitum*, "so many by cart," "so many by camel, &c.;" from this I conclude, that as the Pole, in his deposition taken before Mr. Battye on the 25th August 1848, had stated that he had borrowed from Sumputram 10,000 bundles of grass, he deemed it necessary that some proofs should be forthcoming, and therefore made these entries.

18. I perceive from Kasseeba Pole's deposition, taken before Mr. Battye on the 18th August 1848, that the Pole, in Sumvut 1902, sent 3,000 or 4,000, and in Sumvut 1903, 4,000 or 5,000 of grass by cart to Deinker Keshow, a carkoon of the Rewa Kanta agency. After this, on the 25th August, Gorajee Row Pole gave his deposition before Mr. Battye, in which he states that of the grass which he gets from Jamboowada, he gives 1,000 to the carkoon Dinkur Keshew, the cost of which he in the first instance pays the patells himself, and afterwards receives it from the carkoon, and that if he could find the entry in his private accounts he would bring it and show it. He accordingly sent his account book, with his carkoon Bapoo Ballajee, but on looking into it, I can find no entry of money received from Dinkur Keshew. On examining the accounts of the paga for the years Sumvut 1902 and 1903 (A. D. 1846 and 1847), I perceive that 1,000 grass was given to Dinkur Keshew, in Sumvut 1903; and in Sumvut 1904 (A. D. 1847 and 1848), 750 bundles to the same individual. The carkoon was on this sent for to give his deposition, but they brought back word that he was sick, and unable to attend at office, for which reason his deposition was not taken. From the above-mentioned documents, however, it does not appear that Dinkur Keshew had ever purchased any grass from the Pole.

19. The patells of the villages of Kasseepoora, Amodur and Jamboowada, both before and

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after the above-mentioned villages were made over to the Pole in Dumalla, sold and mortgaged portions of the Government land. Now if the papers and documents in such cases are duly examined into, their correctness or otherwise tested, and the lands recovered from such parties, the produce of the villages will be considerably increased. There is a great deal of pasture land in the village of Kasseepoora, which, if it is ploughed up, and made into fields, there would be ample produce for the expenses of the paga, and the frequent complaints now made regarding the deficiency in the revenue of these villages would be removed.

On examining all the papers and accounts connected with the Pole's affairs, the particulars contained in the above 19 paras. came under my notice, which I have thus submitted for your information and guidance.

(signed) *Venack Moreshwur Fudkey.*

5 September 1848.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(H.)

Received 14 February 1846.

MEMORANDUM from *Gorajee bin Soobanjee Pole,* pagadar, to the effect that the patell Rugonath Meethee and Dessaee Wullud, patells of Kasseepoora, took a lease from 1901 for seven years, at 5,701 rupees, and were to give security for each year, and for 1901 Parukh Ishwurdas Mooljee gave security into the treasury, and the security managed the village; and this year we required Rugonath Meetha and Dessaee Wullubh, the patells of Kusseepoor, to furnish 5,700 rupees security, and they have answered, that this year there has been a drought, and they cannot find security, and that they will not keep the lease; thus they speak improperly. Upon that I and Vakeel Chotumlall and Jugjeewan Khandass having consulted, agreed with the above patells that whatever produce the parek's havildar and mehta, managing generally, can collect, they would take, and, according to this, the parek's havildar and mehta went on Poush No. 1 to the village, and began to ask for a half share of the thrashing. After that Ishwur Mooljee having written a letter to Patell Rugonath Meetha and Dessaee Wullubh, a havildar, and five Scindh sepoys, Mehta and Ali Jetmal, the Scindee Jemadar, having collected, they stopped the property at the village thrashing-floor, saying that they had Ishwur Mooljee's orders from Baroda to stop them, and would not let them have possession; thus they misbehave. And the parek's autograph letter to the patells is present, therefore let Ishwar Mooljee give my banker Jugjeevan Khandass security for 5,700 rupees, or else let him remove his sepoys and havildars. Be good enough, great sir, to clear this matter.

Gorajee Bin Soobanjee Pole,
His signature, as above.

Sumbut 1902, Maha Sood,
(Wednesday, 28 January 1846).

This petition is sent to the Guicowar's authorities, with a memorandum.

19 February 1846, Baroda Residency.

(signed) *R. K. A.*

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(I.)

A MEMORANDUM has been received by the Resident from Gorajee Pole, pagadar, dated Magsood 1st, corresponding with 28th January 1846, to the effect that Ishwur Mooljee of Baroda has sent Scindee sepoys, &c. to obstruct his possession of the alienated villages granted for his paga, and requesting that it might be arranged; a copy of the memorandum is sent with this, from which the purport will be known, therefore be good enough to direct the paruk, should he have sent the sepoys, &c. to hinder possession of the village, to remove them, and make arrangements that in future no unauthorised obstruction should be made to the possession, and send an early answer. Magsud 8th, 1902; dated 19th February 1846.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

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(J.)

TRANSLATION of a Yad received from the Guicowar Government, dated 2 April 1846.

A MEMORANDUM, No. 92, dated the 19th February 1846, has been received from the Residency to the effect, that Ishwur Mooljee had sent Scinde sepoys, &c., and obstructed Gorajee Pole's possession of the alienated villages given for his paga, and that if that was the case, that they should be immediately removed, and that arrangements should be made to prevent unauthorised obstruction in future, and requesting an early answer. Upon that Ishwur Mooljee was sent for by the authorities, and he gave a memorandum and a copy of the Pole's deed to the authorities, and they are sent herewith, and the purport will be known. Looking to the purport of them, it does not appear to have occurred as the Pole writes, and the parukh has some claims against the Pole, therefore be pleased to consider the purport of this answer, and give the Pole strict instructions to settle the parukh's claims, and let him be enjoined in future not to make these false complaints.

5th Chyter, Sumunt 1902 (1 April 1846).

Order.

Write an answer on the above to Gorajee Pole, and present it.

7 April 1846, Baroda Residency.

(signed) *R. K. A.*

TRANSLATION of Copy of a Yad from Eshwur Mooljee Parukh to his Highness the Guicowar.

IN your presence, the petition of Eshwur Mooljee Parukh is, that a memorandum has been received from the Resident to the effect that Gorajee bin Soobanjee Pagadar had sent a memorandum, dated Mag Shood 1st (28 January 1846, A. D.), to the effect that Eshwur Mooljee had sent Scindee sepoys and others to obstruct his management of the alienated villages given for his paga, and begging that an arrangement might be made, and sending a copy of the memorandum, and requesting that if the parukh had done so, the people might be immediately removed, and orders given that it should not occur again, and requesting an early answer. Thus, on the 8th Magwud, Sumunt 1902 (19 February 1846), it was written. But I gave the Pole Gorajee bin Soobanjee Pagadar a security bond for one year for the produce of the Dumalla villages, for the Sumunt 1901 (A. D. 1845), agreeing to pay 5,701 rupees into the treasury by instalments for one year. That two instalments or so were received from the village, and paid in, and an order to pay the third instalment was received from the treasury; upon that I told the pagadar distinctly that I would not pay the instalment, as cash due to me for tuccavee advances, &c. still remained against the village, and that when I received that I would pay up. Upon that the pagadar said that he was master of whatever tuccavee or losses were to be incurred in the village, and that it was nothing to me, and that he would pay me, together with interest, whatever appeared justly due, after making an account, and then take the villages out of my hands, but that I must pay the instalments into the treasury; upon that I paid it in, and have been since then conducting management of the village, according to the pagadar's bond, while he, the pagadar, has misrepresented the matter to the Resident. I now present copy of the deed Gorajee Pole wrote to me regarding the security, and of the paper written regarding the payment of the last instalment, together with this petition; and from that it will appear that the Pole Pagadar has made a false representation, and if the Sirkar will have the kindness, they can direct that my cash may justly be repaid by the pagadar, with interest. The Pole states that I have sent Scindees and others to obstruct the villages, but that is entirely false. I acted in accordance with his own agreement, but he has misrepresented the matter, and improperly, in some other quarter, entered into new arrangement regarding the villages, upon which I, without offering any opposition, sent and called my people home; but up to the present time he refuses to settle with me according to agreement, and makes false complaints against me at the Residency, so be kind enough to consider the document from the Pole, copy of which I have enclosed, and send a memorandum to the Residency, that the Pole may be directed to satisfy my just claims.

(signed). *Parukh Ishwurdass Mooljee.*

The above is true.

Sumunt 1902, Chyter Shood 5th
(Wednesday, 1 April 1846).

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

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TRANSLATION of Enclosure in (J.) received 2d April 1846, with Guicowar Government's Yad, No. 197.

(Copy of original.)

SUMVUT 1902, Maha Shood 13th, (9 February 1846,) after compliments, writes Gorajee Pole Bin Soobanjee Pole Pagadar to Eshwur Mooljee, both of the town of Baroda:

That I have received the sums of 2,001 rupees from you, which I have to give, the interest to be calculated at 9 per cent. per annum, when whatever it may amount to, I will pay. The money I have received is as follows:

You gave security at the treasury for me, for the Sumvut 1901, for which reason I have borrowed this money to pay up the instalments, and which I will repay to you, from the bankers with whom I transact business, and as security for this money my villages are in your management; as soon as I have made a settlement of your money, I will take the management from you. This I have written by the hand of Bapoo Ballajee Subanjee Pole, in my service.

(signed) *Gorajee bin Soobanjee*

(Witness.)

Patell Rugoonath Metha.

TRANSLATION of another Enclosure in (J.), received 2d April 1846.

(Copy of original.)

AFTER compliments, writes Gorajee bin Soobanjee Pole Pagadar to Parukh Ishwar Mooljee: That I have three villages as salary (nemnook) for my paga, and you have been security for them on behalf of Patell Rugoonath Mehta and Dessaee Wullubh, and the bond for (5,701) five thousand seven hundred and one rupees, passed to me, you have assured me that whatever money you receive on account of the villages that you will take, and will recover the balance from the patells yourself. This writing is true. By the hand of Bappoo Ballojee Nisbut Gorajee Soobanjee Pole, Sumunt 1900.

Bhadrupud, Soodh 9th (20 September 1844).

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

(K.)

TRANSLATION of Deposition of *Patell Dessaee Wullubh*, and *Rugonath Mehta*, of Russeepoora, Gorajee Pole's alienated Village.

Question.—DID you take the farm of Jumboowara, Russeepoora and Ahmodur from the Pole, and from what year, and to what year; and have you the lease still, and if not, how came the lease to be broken?—*Answer.* We took the farm of Ahmodur, and other villages, in all three, from Gorajee Pole, through the Resident, from 1901 (A.D. 1845), and had possession for that year, and paid the money; but next year, 1902 (A.D. 1846), there was a drought and the produce of Ahmodur and Jumboowaree was entirely dried up, and it appeared that there was no produce in these villages, and the produce of our village did not ripen, and we could not pay the rent, so we mentioned it in the Resident's kutcherry, that there was no produce as above mentioned in those two villages, but at the rate at which the produce ripened in Russeepoora, we would pay the rent, and that we could not that year pay according to the lease. Having further said that we would mention it to Gorajee Pole, we sent and told him, when he said he would send his carkoon to the three villages, and take what was produced, and we were not to think about the lease. So the Pole sent a carkoon and collected the revenues. In the same way the Pole kept the villages in hand, and collected the revenues in 1903, and we did not again ask the Pole about the lease, nor did we mention the lease being broken to the Resident. Gorajee Pole told us, that as the villages were to be taken out of the hands of Khandass Wagjee, that we should enter into a contract for them, and that if any loss occurred he would not take it from us, and as there began to be a loss he kept the villages in hand, and we made no dispute about the lease.

Did you tell the Resident that the Pole had told you, that as the villages were about to be taken out of the hands of Khandass Wagjee, that you should take the lease, and that the Pole would not recover the loss from you. And is this entered in the lease or your agreement?—We did not mention this to the Resident, nor is it entered in the agreement, but by seeing it we should remember. It was agreed that if we did not find security the villages should be kept in hand; Gorajee did not give in writing that he would not hold us answerable for loss; he said so by word of mouth.

You

You did not mention this to the Resident, then what occasion was there for you, in so deceitful a manner, to assume the responsibility of the lease, and grant a deed of agreement thereto?—Gorajee is the owner of our village, and he told us to take the lease, and that he would manage the villages; so the management was conducted by him.

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Dated 2 December 1847, A.D.

(signed) *Dessaee Wullubh Patell,*
his mark ×
Rugonath Mehta Patell,
his mark ×

Question.—You say that Gorajee, on account of the dearth, took the villages in hand for 1902 and 1903, but now you must in 1904 take the lease and be answerable for it yourself; how is this?—*Answer.* Gorajee Pole told us that if we would agree to take the three villages, Kandass Wagjee would be dispossessed of them, and upon that we agreed to take the lease, as we have mentioned above; now the Pole has taken possession of the villages from us and manages them, and if we had management of them, we should not get the full revenue; and by Gorajee's desire we kept the matter secret, and did not mention it to the Resident.

Are you willing to take the farm of Kasseepoora for 1904 (A.D. 1848), and what will you give for it?—We will take it for 3,000 rupees, and taking 100 rupees as our enam, for service, we will pay the balance; according to this we are willing to take it.

Dated 15 December 1847, A.D.

(signed) *Patell Rugonath Mehta,*
Patell Dessaee Wullubh.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(L.)

TRANSLATION of Questions put to *Paruk Jugjewun Khandas,* of Ahmedabad.

Question 1. You have given a taleebund of the Pole's villages for Sumbut 1902 (A.D. 1846), in this *Rs.* 242. 6. 6. is entered as loss, as paid to Dulsook Koober, in payment of former debt; to whom and for what did you pay this money, and if you have a detailed account of it, produce it, as there was nothing due to that modee since the end of 1901; so you must show the proofs of it?—*Answer.* I did not take a detailed account from the modee in question. Gorajee Pole, after looking at the accounts, was in the habit of telling me to do so, and he used to write me notes, according to which I entered his name in the paga accounts and paid him the money. Thus Dulsook, at Gorajee Pole's desire, was paid *Rs.* 242. 6. 6, and in the jartee (general account) for 1902, after having produced it to Gorajee, the item was entered therein, but I have no other proof regarding it.

2. You have in the above taleebund for Sumbut 1902 entered in the account of loss *Rs.* 675. 15. 9, in two items, on account of former accounts to Modee Hurree Wullubh; if you have a detailed account of it, produce it, as the money for 1901 (A.D. 1845) was paid to Khandass Wagjee from the treasury, and it is necessary to see the total that was due to him, and how much he has received?—I took no detailed account from the modee, as I have mentioned in the answer to the first question; I gave it at Gorajee Pole's desire, and so it is entered in my account books and the jartee (general account); besides this, I have no other exhibits.

3. You have in the above account of loss entered 425 rupees as price of horses; from whom and when did you buy those horses, and to whom did you pay the money; if you have an account, produce it?—I gave 40 rupees of the money, at Gorajee Pole's desire, to Rawat Khanjee. I asked Khanjee when he gave the horse; he said it was a long time ago; so I knew it was probably paid on account of some horse bought some time back; so I paid him 40 rupees, and thus an item of 80 rupees, and 190 rupees, and 115 rupees were paid, because I thought the horses had been bought before, and the money was paid at Gorajee Pole's desire; the proof is entered in the jurtee (general account), but besides that, I have no other proof.

4. In the above account for 1902 (A.D. 1846), under the head of loss, *Rs.* 1,886. 4. are entered as roza; mention the individuals concerned?—This money was given to the horseman, &c.; the details and individuals are entered in the "nama," (roz "nama"? *i. e.,* day-book). I will copy and give it, but it was a former balance. Upon inquiry, it appeared from the horseman and others that it was a balance from before Sumbut 1901, and so, at Gorajee Pole's desire, I paid the money. I did not examine the papers, and the whole item of pay is entered in the jurtee (general account); but I have no other proof.

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5. The following items are entered in the miscellaneous accounts for Sumbut 1902:

Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*	
30	–	–	bheestee.	20	–	–	price of bullocks.
23	–	–	cushions.	23	8	–	a piece of jaconet.
3	13	6	cadee.	20	–	–	bheree (a kind of hemp).
8	8	–	saddle cloths (dullo).	22	–	–	cotton ropes.
15	8	–	ditto horseman.	9	8	–	mussala.
			TOTAL *Rs.*	175	13	6	

If you have the details of to whom and why you paid this money, produce them?—This is in my "nama," and so has been entered in the jurtee (general account), and from inquiry, and what Gorajee said, I found it was on account of balance due to the paga, so I paid it; and having settled the account personally with Gorajee Pole, an entry is made in the taleebund, and besides this, I have no other papers or accounts.

6. You have entered in the same account *Rs.* 7,001. 2. 9. to the Pole's account, and according to the above questions, it appears that *Rs.* 3,405. 7. 9. have been paid on account of the paga, according to agreement; and besides this, *Rs.* 3,595. 12., on account of the paga, cannot be accounted for; it appears to have been on account of the Pole's private affairs and soukar's debts; if you have any account of it, produce it?—My answer is as follows:

Rs.	*a.*	*p.*	
2,444	–	–	About Hurree Wullubh Bechur. The circumstances are these: that Gorajee Pole, having given Oomedbhaee Guicowar as security to the above parek for that sum, and took the money to the paga account, and Gorajee Pole threw that loss upon me at that time, Parek Hurree Wullubh wrote a note to me, accounting for it as the adjusted balance of the paga, and therefore this item is entered to loss; but why and in what year, the parek received this sum, there are no vouchers.
300	–	–	On Bhasker Row's account. Gorajee Pole took this on account of an account regarding the paga which he had opened with Basker Row, and Basker Row has written, at the Residency, a note to Gorajee on this subject, and upon that I gave it; but in what year, and why this money was paid, I have no vouchers, nor have I inquired.
324	8	–	About surpao. When I agreed to enter into a money arrangement with Gorajee Pole, 200 rupees, earnest money, and *Rs.* 124. 8. sirpao were agreed upon, so I have taken it out of the money arrangement, and entered it to the Pole, and the Pole having verbally agreed to refund it from the next money transaction, I therefore took it therefrom.
93	–	–	Two items, 75 and 18 rupees, regarding the guross of Jamboowarra and sepoys of Kasseepoora. That in 1901 (A. D. 1845), Gorajee leased the villages to the patells, and took security from them; but that security Ishwun Mooljee did not pay the instalments, according to agreement, nor did he pay the padria grasseeas, as due; consequently, in Sumbut 1902, these grasseeas and sepoys began to make a disturbance, so Gorajee Pole, having entered the item in a former liquidation account, caused the money to be paid to these people, and at his direction I paid this sum, thinking it former arrears of the paga. I did not look for any vouchers, nor have I got any with me.
10	–	–	An item to Aba Kanara, the particulars of it are this: In 1901, Gorajee Pole bought a shed for the paga, and the price was to be paid; this was paid; the shed is now in the paga. I have inquired from Aba Kanara, and discovered that the shed was taken for the paga in 1901 (A. D. 1845), so that it remained to be paid accordingly.
186	12	–	This item, for sundry expenses in the paga items, to be paid and incurred on account of servants, lights, and charities, &c. This, supposing them to be old dues, I paid at Gorajee Pole's desire; but I have not looked into any papers, to discover whether it is an arrear of a former year.
115	–	–	Bugwuntrow Seersa was a horseman in the paga, and this was paid at Gorajee's desire, on account of settlement of his arrears of pay; but in what year he was in service, or how, I have not ascertained from any documents.
122	8	–	Interest and premium. This item is, that when this agreement was made, as therein agreed, one month's interest was taken as premium.
3,595	12	–	

This is my answer.

7. You

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7. You say you have given accounts, but you have only given a general talibund; you have not given a full and detailed account, as you were asked above, regarding the detailed accounts, so you must produce them?—I have produced all the detailed talibunds I possess before the authorities, and besides that have no other exhibits.

8. You say that you have documents to prove the balances of revenue outstanding against Amodhur and Kusseepoora for Sumbut 1904, but you have not produced them; so if you have any documents signed by the patells and others to prove this, produce them?—I have these papers, written by the tuttalie, and signed by the patells, and will produce them, and having received my money, I will make them over to the authorities.

These answers I have given are true.

(signed) *Parek Jugjeevun Khandass,*
By Russeekram, Manager.

Sumbut 1905, Asadsood 10th
(30 June 1849).

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(M.)

MEMORANDUM of the Gross Produce of Gorajee Pole's Three Villages, for Sumvut 1906.

Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
4,081	14	6	Kasseepoora village. Balance of revenue collected from ryots (at the Residency) for Sumvut 1905 - - - - - -	-	-	-	326	2	9
			Collection for Sumvut 1906:						
			Net revenue - - - - - - -	4,516	6	9			
			Extra receipts - - - - - - -	894	8	3	5,410	15	-
							5,737	1	9
			Deduct:						
			Paid by Shumbooram, at the Residency, amount of the aforesaid arrears for Sumvut 1905 -	326	2	9			
			Sent into the Residency, through Shumbooram, on account of the salary of a mehta and havildar - - - - - - - -	52	7	6			
			Refunded, as per memorandum from Resident, amount of certain uncultivated land, for Sumvut 1905 - - - - - - -	610	15	-			
			Expense for the village metha, havildar, and gurrasia, &c. - - - - - - -	665	10	-	1,655	3	3
			Net Collection - - -	-	-	-	4,081	14	6
			Amodhur village. Gross produce:						
			Fixed revenue - - - - *Rs.* 2,376 12 9						
			Extra receipts - - - - - 736 5 -	3,113	1	9			
			Carried forward - - - *Rs.*	3,113	1	9	4,081	14	6

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	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Brought forward - - - - - - - - -				3,113	1	9	4,081	14	6
Deduct:									
Expense of the village mehta, havildar, and girassia, &c. - - - - - - - -	502	8	–						
Sent into the Residency, per Sumbooram, on account of salaries to mehta and havildar -	29	14	9						
On account of five Sepoys entertained as watchmen - - - - - - - -	32	6	–	564	12	9			
Net Revenue - - -							2,548	5	–
The Jamboowarra village produce:									
Fixed collection - - - - - - -	1,162	15	3						
Extra ditto - - - - - - - -	319	13	6	1,482	12	9			
Deduct:									
Expense of the village mehta, havildar, gurrassia, &c. - - - - - - -	323	11	3						
Sent into the Residency with Sumbhooram, on account of the salaries to the mehta and havildar - - - - - - -	17	9	9						
On account of five sepoys employed as watchmen; of that, *Rs.* 62. 6. was expended; deduct *Rs.* 32. 6., paid on account of Ahmodhur, and balance - - - - - -	30	–	–	371	5	–	1,111	7	9
TOTAL - - - *Rs.*							7,741	11	3

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(N.) 1.

CONTAINS Three Accounts for the Village of Kasseepoora, for the Year Sumbut 1901.

	Rs.	a.	p.
The first shows collections amounting to - - - - - - -	2,542	8	9
And expenditure - - - - - - - - - - - - -	413	4	–
The second shows collections amounting to (the additional 45 rupees being entered to "In excess of village produce") - - - - -	2,587	8	9
And an expenditure of (this should have been 413 rupees) - - -	403	–	–
The third shows collections amounting to - - - - - - -	2,542	10	9
And tuccavee - - - - - - - - - - - -	503	–	–
Rs.	3,045	10	9

But is clearly an imperfect account.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(N.) 2.

CONTAINS Four Accounts for the Year Sumbut 1902.

	Rs.	a.	p.
The first shows revenue - - - - - - - - - - -	4,231	2	3
Expenditure - - - - - - - - - - - - -	487	4	–
Net Government Revenue - - - Rs.	3,743	14	3
The next is an incomplete account.			
The third shows revenue - - - - - - - - - - -	4,199	10	3
With tuccavee - - - - - - - - - - - - -	748	5	6
But no total nor expenditure.			
The fourth shows collections amounting to - - - - - - - -	4,231	2	3
Tuccavee - - - - - - - - - - - - - - -	609	14	6
Interest - - - - - - - - - - - - - - -	137	7	–
Havildar - - - - - - - - - - - - - - -	4	–	–
Paid to the parek - - - - - - - - - - - -	3,810	–	–
Village expenses - - - - - - - - - - - - -	516	8	–

There are further items written below, which shows that the account was not completed.

(N.) 3.

CONTAINS Two Accounts for Sumbut 1903. The first of which appears less incomplete than the others, is translated as a specimen of what they all are.

The Produce of Village of Kasseepoora, for Sumbut 1903.

Rs.	a.	p.		Kulsees.			Rs.	a.	p.	
414	1	6	Rice - -	42	½	¾	100	–	–	Patell's inam.
71	8	–	Kodra - -	10¾	5	–	100	–	–	Mehta's pay.
253	11	6	Jowaree - -	22	1	–	100	–	–	Dessaee.
172	11	9	Doll - - -	12	3	5				
16	2	–	Gram - -	¾	¾		300	–	–	
2	12	–	Wheat, 2 maunds.							
75	13	3	Castor oil -	3½	¾	5				
99	5	3	Sesanam - -	3¼	3	4	6	–	–	Mujmoondar.
3	–	–	Buntee, 6 maunds.				6	–	–	Chobdar and Jasoos.
315	7	6	Cotton - -	8½	1¼	–				
925	–	–	Sulamee.							Rs. 5. 8. Sundun.
120	6	–	Price of grain.							0. 8. Sudee.
15	–	–	Muktadar patell.							
19	12	–					4	12	–	The Brahmins from Mootoora.
14	4	6	Price of weighing.				1	–	–	Baw Puranu.
86	13	3	Havildaree.				1	–	–	Singers.
10	–	–	Grass.				2	4	–	Motashree.
7	8	–	Cotton seed.							Rs. 1. 12. Motashur.
4	–	–	Cotton brokerage.							0. 8. Seedee.
17	–	–	Tullatee's cess.				3	12	–	Gleaners.
2,638	3	9					25	–	–	Tullatee's pay.
							5	–	–	Duftur expense.
							89	–	–	Commissariat.
							65	–	–	Grassias.
							10	–	–	Gassavees.
							8	–	–	Wrestlers.
							12	8	–	Sacrifices.
							2	–	–	Players.
							1	–	–	The Bhut of Bhore.
							2	–	–	Fukeer of ———
			Carried forward - - Rs.				544	4	–	

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Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*	
			Brought forward - -	544	4	–	
				1	–	–	Brahmin from Dwarka.
				4	–	–	The Kurialla Brahmin.
				1	–	–	Rajdoor Hulleebhaee.
				1	–	–	Mursujee's idol.
25	–	–	Purtal Eurea.	3	–	–	Bards.
3	12	–	Loss on grain.	10	4	–	Illegible.
				55	8	–	Havildar's pay.
28	12	–					*Rs.* 18. 0. Bappoo.
5	–	–	Dufter mehta and tullatee.				37. 8. Meter.
				10	–	–	Sepoys.
33	12	–					8 rupees, Maluk.
1	–	–	The Bhut of Bhore.				2 ,, Barotee.
1	–	–	Rajbhat.				9 ,, Gopals.
35	12	–		681	–	–	
				1	8	–	Baee Shunker.
3	–	–	Bards.	2	–	–	Gulabchand.
				2	–	–	Poojaree Jeven.
12	8	–	Sacrifices.	100	–	–	Mehta's pay.
1	–	–	Mursoojee's idol.	100	–	–	Inam.
			Rs. 55. 8.	100	–	–	Dessaee.
				89	–	–	Commissariat.
509	8	–		65	–	–	Grassias.
10	4	–	Illegible.				
5	8	–	Deukshumea.	454	–	–	
2	–	–	Players.				
1	–	–	Brahmin from Dwarka.				
2	–	–	Mijaranis.	6	–	–	Mujmooadar.
				6	–	–	Chobdar.
530	4	–		4	12	–	The Muttoora Brahmins.
				2	4	–	Motashree.
				1	–	–	Singers.
				1	–	–	Bhow Baran.
				8	–	–	Wrestlers.
				10	–	–	Gossaivees.

The second is incomplete.

(N.) 4.

CONSIST of Four Papers, and a Book containing the Accounts for 1904.

	Rs.	*a.*	*p.*
The first showing collections amounting to 4,816 rupees.			
Of which there is stated to have been paid - - - - -	3,214	3	6
Expenditure - - - - - - - - - - - -	595	9	3
Further expenditure - - - - - - - - - -	50	–	–
Balance still due - - - - - - - - - -	956	3	3
Rs.	4,816	–	–

The second shows *Rs.* 5,099. 4, but that includes tuccavee advances.

The third is an incomplete paper; and the fourth, a duplicate of the first.

The book is a rude account, apparently of the revenue due by the villagers, and the receipts from them.

(N.) 5.

Is an account book, showing the accounts of several ryots, and others, but no general account of receipt and expenditure; it however has an account, showing in detail the amount paid to the Sirkar for 1905, amounting to *Rs.* 3,212. 1.

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(N.) 6.

CONSISTS of Two Books, showing roughly the Accounts of the Villagers' Ryotwar;* and Three loose Papers, one only of which is complete—

	Rs.	a.	p.
And that shows the produce of Sumbut 1906 to be	5,336	1	–
And last year	326	2	9
TOTAL - - Rs.	5,662	3	9
And, on the Credit side, paid	4,352	4	9
Due for rice	610	11	–
And Total Expenses - Rs.	701	–	9

(True extract and substance.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(O.)

TRANSLATION of the Five Years' Lease given by *Gorojee Pole Pagadar* to the Potells of Kasseepoora, of that Village, from Sumbut 1904 to Sumbut 1908; and also their Deed of Agreement to the same.

Shree Gujanund.

Sighee L. O. S.

To the authorities writes Gorajee Pole Pagadar, you Patell Mooljee Mukundass, Rugonath Meetha, Dessaee Wullubh, Govind, Nazathun, &c., brothers and nephews, all of Kasseepoora, have agreed to take the farm for five years, at the gross revenue of 3,501 rupees; in all, 17,505 rupees; in shares, for five years, as follows:

3,501 rupees for 1904: 3,501 rupees for 1905; 3,501 rupees for 1906; 3,501 rupees for 1907; 3,501 rupees for 1908.—Total 17,505 rupees.

According to the above settlement for five years, having held possession by Pareek Meetha and havildars, do you pay the several shares, and do not give any fresh land in Pussaita Vechania or Geerania; if you do 51 rupees will be taken as punishment, and they must give up the land. Do not have enmity with any of your sharers, but let each pay his fair share annually, in instalments, as follows:

1,001 rupees, Poush Vud 2d; 1,000 rupees, Palgoon Sood 2d; 1,500 rupees, Jesh Sood 2d.

Thus pay the instalment when due. This is the true lease, and you must act up to it. Robberies in the lands, and grain robberies will be deducted from the lease; besides this, the extra assessments are separate.

Chyter Sood 7th, Sumbut 1904-1906 (10April 1848), Jumadool Avul.

Acts of God and the king will be allowed, according to the custom of the village.

Date as above.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

To the authorities Gorajee Row Pole Pagadar write.† The Patells of Casseepoora, Mooljeebhaee Makundass, Dessaee Bhaee, WullubhdassRagoonathbhaee, Meethabhaee, Govindbhaee, Narotumdass, and the brothers and nephews individually and collectively, that we have, at the gross amount of our shares of the revenue, taken a lease for five years, from 1904 to the end of 1908, with the agreement of 17,505 rupees for five years, to be paid as follows:

† *Sic orig.*

3,501 rupees, Sumbut 1904; 3,501 rupees, Sumbut 1905; 3,501 rupees, Sumbut 1906; 3,501 rupees, Sumbut 1907; 350 rupees,‡ Sumbut 1908.—Total 17,505 rupees.

‡ *Sic orig.*

Thus 17,505 rupees have been settled for five years, to be paid yearly, in the following instalments:

1,000 rupees, Poush Vud 2d; 1,000 rupees, Falgoon Sood 2d; 1,501 rupees, Jeyst Sood 2d.—Total 3,501 rupees.

Thus

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[*] It concludes with a page headed, "Total Produce of Sirkar's share for Sumbut 1906," and each item entered in detail shows a total of *Rs.* 5,076. 7. 9. The other book shows, on the last written page, a sheet of entries headed with "Produce of 1906;" and exhibits a total of *Rs.* 5,336. 1.; and on the opposite side, a heading of "Particulars of Village Expenses;" but no total is made of it, though the entries amount to *Rs.* 348. 12.

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Thus 3,501 rupees, thus we will pay our own shares of the gross amount fixed yearly, according to the custom; we will pay the full amount, and from the revenue proceeds and grain robberies together we will make good the terms of the lease, and extra cesses are separate, with the authorities. Thus, as is written above, having taken the produce even to fallen leaves, we will pay the full amount; we will not give the Government land in Vechania, Geerania, or Passeita; if we should, we will then pay 51 rupees as fine, and will make them give up the land. The village expenses will be paid by the authorities. The act of God and the king will be deducted, according to the custom of the pergunnah. This we have written of our own accord, and freewill and knowledge. The security for the shares are as follows:

Left blank.

* * * * * * * *

Thus we have given security, and we will fulfil as written above. We will each house of us fulfil it; if we should fail the securities will, each house of them, perform it. This is true, to be observed as an order of our fathers.

Chytur Sood 5th, Sumbut 1904 (8 April 1848). *Patell Dessaee Wullubhdass*, Witness.

Rugoonath, *Metabhaiee*, *Dheena*, *Jeysing*, *Govind*, *Narothum*, *Sullatee*, in presence.

The brothers and nephews of both.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(P.)

TRANSLATION of Memorandum of Miscellaneous Items of Revenue from the three Dumalla Villages of Gorajee Row Pole Pagadar, for the Sumvut 1904 (A.D. 1848).

	R.	*a.*	*p.*	*R.*	*a.*	*p.*	*R.*	*a.*	*p.*
Amount of fine collected at the time of fixing the revenue, of which the following is the detail: - - - - - -	-	-	-	-	-	-	276	8	-
From the village of Amoodhur - - -	-	-	-	207	8	-			
Purmar Jubhaij Hurreebhoy, on account of committing adultery - - - - -	85	-	-						
Purmar Dajee Nuhtoo, for stealing heads of Indian corn - - - - - - -	15	-	-						
Purmar Pahrsing Jetha, for committing adultery - - - - - - - -	15	-	-						
From all the village guards, for carelessness regarding a theft - - - - - -	5	-	-						
Chaoda Jora Nuhtoo, regarding a dispute -	5	4	-						
Solunkee Bapoo Jeewa, for cutting Sircar Babool trees - - - - - - -	26	-	-						
Amount of Fine - *Rs.* 21 - - " Pay - " 5 - -									
Purmar Jubhoy Kusla, for disrespect - -	5	4	-						
Purmar Nuhtoo Oomed, for abusing the Mehta - - - - - - - -	10	-	-						
Solunkee Beechur Rugoonath, for a dispute about some land - - - - - -	31	-	-						
Koober Natha, stone-cutter, for committing adultery - - - - - - -	10	-	-						
Rs.	207	8	-						
Carried forward - - - *Rs.*							276	8	-

	R. a. p.	R. a. p.	R. a. p.
Brought forward	- - -	- - -	276 8 -
From the village of Kasseepoorah	- - -	43 - -	
Coolee Bapooreea, for giving false evidence	20 - -		
Coolee Vulla Chapuduya, for gathering the crops off some ground	4 12 -		
The daughter of old woman Gulloo, for committing adultery	5 - -		
Coolee Wulla Chapuduja, for giving evil counsel to the other coolies	5 4 -		
Coolee Bawa Poodeea, for stealing Joare	8 - -		
Rs.	43 - -		
From the village of Jamboowara	- - -	26 - -	
Turwee Dheera, for committing adultery	16 - -		
The cattle-herd, for grazing his cattle in Vursindheea's fields	5 - -		
Behchureea, cattle-herd, for destroying the grass of Tullaweea	5 - -		
Rs.	26 - -		
After the above the following was collected:	- - -	- - -	80 - -
From the village of Amoodhur	- - -	70 - -	
On account of a robbery committed in the cart of Solunkee Bapoo Jeewa	50 - -		
Coolee Aminda received from Solunkee Behchur 40 rupees on account of the woman Mohurboy took there, from which will have to be repaid to him	20 - -		
Rs.	70 - -		
From the village of Kasseepoor, Sind Jumal for committing adultery	- - -	10 - -	
	TOTAL - - -	*Rs.*	356 8 -

According to the above memorandum, chettees have been written for their recovery; but with respect to the 20 rupees of Mohurbhoy, that will have to be deducted, as well as the amount of any poor man who may be let off. Date, Shrawun Shood 3d,* Sumvut 1904, written by Ruseekram, manager of the villages, on the part of Gorajee Rowpole Pajadar. Besides this nothing more is to be written.

(True translation.)

Date as above. (signed) *J. T. Jameson*,
Assistant Commissioner.

TRANSLATION of Memorandum of Revenues received on account of the Expenses of the Paga in his Highness's service, belonging to Gorajee Bin Soobanjee Pole Pagadar, from the Dumalla Villages of the Paga for the year Sumbut 1904.

	Rs. qr. a.	Rs. qr. a.
The net produce of the village of Kassipoora, after deducting expenses	- - -	2,690 2 3½
Poush Soodh 5th,† a written acknowledgment in the name of the Patel and his brother and nephew, all of them, a detailed account, *i. e.* including village expenses	3,501 - -	
A memorundum of miscellaneous items sent formerly in to the Residency	53 - -	
Carried forward - - - *Rs.*	3,554 - -	2,690 2 3½

* 2 August 1848.

† 25 January 1848.

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	Rs.	qr.	a.	Rs.	qr.	a.
Brought forward - - -	3,554	–	–	2,690	2	3½
Village Expenses:						
The yearly expenses of the villages according to the yad, of all the Patell - - - - - - - -	595	2	1¼			
Rs.	2,958	1	2¾			
Amount received out of this, and the dates on which paid - - - - - - - - - - -	2,690	2	3½			

	Rs.	qr.	a.
Poss Soodh 14th (20 January) - -	30	–	–
Poss Vudh 9th (29 January) - -	42	2	–
Maha Vudh 6th (25 February) - -	104	–	–
Falgoon Soodh 5th (8 March) - -	187	–	–
Falgoon Vudh 7th (27 March) - -	51	–	–
Falgoon Soodh 11th (15 March) - -	45	–	–
Falgoon Vudh 1st (20 March) - -	100	–	–
Falgoon Vudh 7th (27 March) - -	30	–	–
Falgoon Vudh 4th (24 March) - -	187	1	2½
Chinter Soodh 7th (10 April) - -	65	–	–
Chinter Soodh 15th (18 April) - -	505	–	–
Chinter Vudh 2d (20 April) - -	244	–	–
Chinter Vudh 7th (25 April) - -	425	–	–
Vursakh Soodh 6th (8 May) - -	100	–	–
Vursakh Vudh 7th (25 May) - -	100	–	–
Vursakh Vudh 15th (1 June) - -	275	2	2
Jeth Vudh 11th (27 June) - - -	125	–	–
Assud Soodh 9th (9 July) - - -	23	–	–
Assud Soodh 9th (9 July) - - -	22	–	3
Shravun Soodh 5th (4 August) - -	50	–	–
	2,690	2	3½
Balance due by the village - - -	267	2	3¼
Rs.	2,958	1	2¾

	Rs.	qr.	a.	Rs.	qr.	a.
Amount of the gross produce of the village of Amodhur	- - -		-	1,821	1	1
A written acknowledgment, dated Push Vudh 22d (January 2) in the name of Patell, his brother and nephew, for (Pako) *i. e.* no deduction to be made therefrom - - - - - - - - - - -	1,601	–	–			
Augmentation made in the revenue afterwards by Patell Dajee and others - - - - - - - -	200	–	–			
Miscellaneous items, of which a yad, stating the different individuals from whom received was formerly sent to the Residency - - - - - - - -	277	2	–			
Rs.	2,078	2	–			

Out of this Amount received, and balance due:

	Rs.	qr.	a.
Total receipts - - - - - - - - - -	1,821	1	1

	Rs.	qr.	a.
Poush Vudh 14th (4 February) - -	135	–	–
Maha Soodh 4th (8 February) - -	124	–	–
Maha Soodh 5th (9 February) - -	100	–	–
Falgoon Soodh 6th (10 February) - -	61	–	–
Falgoon Soodh 8th (4 August) - -	20	–	–
Falgoon Soodh 12th (16 March) - -	175	–	–
Falgoon Soodh 8th (12 March) - -	50	–	–
Falgoon Vudh 5th (25 March) - -	221	1	2
Falgoon Vudh 4th (24 March) - -	101	–	–
Falgoon Vudh 5th (25 March) - -	41	–	–
Falgoon Vudh 8th (28 March) - -	100	–	–
Maha Soodh 11th (15 February) - -	26	1	–
Chinter Soodh 15th (18 April) - -	80	2	–
Chinter Vudh 7th (25 April) - -	223	–	–

	Rs.	qr.	a.
Carried forward - - - *Rs.*	4,512	–	–½

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							Rs.	qr.	a.	Rs.	qr.	a.
Brought forward - - -							-	-	-	4,512	-	-½
				Rs.	qr.	a.						
Chinter Vudh 9th (27 April) - -				30	-	-						
Vinsakh Vudh 7th (25 May) - -				45	1	-						
Vinsakh Vudh 30th (1 June) - -				34	-	-						
Chinter Soodh 6th (9 April) - -				101	-	-						
Jeth Soodh 5th (6 June) - - -				10	3	3						
Sawun Soodh 7th (6 August) - -				25	-	-						
Sawun Soodh 11th (10 August) - -				5	-	-						
Falgoon Vudh 5th (25 March) - -				62	-	-						
Falgoon Soodh 11th (15 March) - -				40	-	-						
				1,821	1	1						
Total amount at present due by the village, viz. - - - - - -				257	-	3						
From the village less than the (Ankra) amount of rent - - - -	220	-	3									
On account of miscellaneous items, 15, 20, 2 -	37	-	-									
Rs.	257	-	3									
Rs.				2,078	2	-						
Total amount, gross produce received from the village of Jamboowad - - - - - - - - -							-	-	-	527	-	-
A written acknowledgment, dated Poss Vudh 5th, in the name of all the Patells (Pako) *i.e.*, no deduction to be made therefrom - - - - - - -							501	-	-			
Additional items, the memorandum of which has been formerly sent into the Residency - - - -							26	-	-			
							527	-	-			
Amount as received:												
				Rs.	qr.	a.						
Moha Vudh 5th (24 February) - -				151	-	-						
Falgoon Vudh 5th (25 March) - -				200	-	-						
Chinter Vudh 5th (23 April) - -				150	-	-						
Jeth Vudh 5th (21 June) - - -				26	-	-						
Rs.				527	-	-						
A fine recovered from Kadua Khan Puthan, on the Bhadurwa Wudh 5th (17 September) - - - -							-	-	-	25	-	-
										5,064	-	-½
The interest on Kucha, *i.e.*, including the amount of village expenses, 4,604 rupees, at 12 annas per cent. per annum - - - - - - - - -							-	-	-	259	2	-½
										5,323	2	1
Regarding loss on weight of 30 seers - - - -							-	-	-	84	2	-¼
Received from Modee Dulsookh Koober, of the city of Baroda, on account of vutao on *Rs.* 315. 2. 2. - -							13	1	2½			
The Modee of the villages of Bareeya and Doodheen -							71	-	1¾			
				Rs.	qr.	a.						
The Modee of the Tanna, or on account of vutao on 564½ rupees - - - - -				71	-	1¾						
Rs.				71	-	1¾	84	2	-¼			
Carried forward - - - *Rs.*										5,408	-	1¼

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	Rs.	qr.	a.	Rs.	qr.	a.
Brought forward - - - -	.	-	-	5,408	-	1¼
Six months pay up to the end of Chinter to the Bargurs, Modees and others debited, and the amount is to be paid - - - - - - - - - -	-	-	-	452	-	-¼
Bargur Khasa and others, viz. - - - - - -	165	3	-			

	Rs.	qr.	a.
Madhoo Pole - - - - - -	61	2	-
Dajeeba Pole - - - - - -	56	2	-½
Trimbuckrao Pole - - - - -	4	3	-
Bargur Morooba - - - - -	10	-	-
Bargur Abba Raejee - - - -	4	1	3
Bargur Appajee Jaduo - - - -	1	3	-½
Bargur Dulipsing - - - - -	23	1	2½
Sepoy Oomed - - - - -	3	1	2½
	Rs. 165	3	-

	Rs.	qr.	a.
Ghorawallas and others up to the end of Chinter - -	182	2	-¼

	Rs.	qr.	a.
Ghorawalla Poona - .. - - - -	11	2	-
Ghorawalla Huneeba Vuchun - - -	24	-	-
Horseman Ramjee - - - - -	1	-	-
Horseman Nuthoo - - - - -	7	-	-
Ghorawalla Rumo - - - - -	8	2	-
Ghorawalla Nugureeo - - - -	4	-	3¼
Ghorawalla Kalleea - - - -	12	-	1
Ghorawalla Razoo - - - - -	17	3	2¼
Ghorawalla Nurseejee - - - -	12	3	1½
Ghorawalla Gapalo - - - -	20	1	-¼
Bheestee Ramo - - - - -	21	3	3
Bhungeea Ramlo - - - - -	12	-	-
Ghorawalla Amlee - - - - -	6	2	-
Dhalee Sowar of Mares - - - -	22	3	1
	Rs. 182	2	-¼

	Rs.	qr.	a.
Amount due to the Modee of the Tannah District and others up to the end of Chinter - - - -	103	3	-

	Rs.	qr.	a.
Modee Baburjee Chuttoorjee - - -	61	2	3
Modee Bhoorea Bhanchund - - -	25	1	1¾
Modee Russekdass Halol - - -	5	-	2¾
Modee Dulsook of Baroda - - -	6	3	3¾
Modee Suram of Doodheea - - -	3	2	1¾
Modee Balkusson of Doodheea - -	-	1	3
Oil-seller Khorssal, of the village of Doodhia	-	2	-
	Rs. 103	3	-

	Rs.	qr.	a.	Rs.	qr.	a.
Interest on sums not received, *Rs.* 2,682. 1, at 20 per cent. - - - - - - - - - -	-	-	-	20	-	2
				5,880	-	3½

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(Q.)

TRANSLATION of the Residency (Talebund) epitomized Account of the Pole's Revenues.

Talebund of Net Revenue of Gorajee bin Soobanjee Row Pole's Paga, which is managed by the Residency, Soorsun Tisa Arbeyn Myateyn Wuluf, Sumvut 1905, from 5 September 1848 A.D. (Badrapud Sood 7th, Tuesday), to 30th April 1849 (Vysakh Sood 8th, Monday).

Rs. a. p.			
			Balance of last year, collection for Sumvut 1905:
9,000 – –			- - A draft from the Guicowar's Government for loss from the villages, from Sumvut 1896 to 1904, nine years, at 1,000 rupees per annum, received at the Residency Treasury, 27th June 1848.
5,569 15 3			- - The three villages alienated for the paga were leased from Sumvut 1901 to the Patells of Kasseepoora for seven years at 5,701 rupees per annum, which was continued for one year, and in Sumvut 1902, the Pole having opened an account with Jugjeewun Khandass, gave over possession to the Parukh, and until Sumvut 1904, the lessees did not hold possession in the terms of the lease, but the Parukh collected from the people generally. On a dispute arising about it from the Nerig (6 June) of Sumvut 1905, possession was taken from Jugjeewun Khandass, and it was managed by the Residency generally, until an order came from the Bombay Government, that until the expiration of the lease, the terms of it should be upheld; the lessee Patells were then asked, when they objected, because they had not had possession during the intervening period, but at length consented to take the villages; however, as they could not furnish security, a carcoon was put over the village, who entered into arrangements with the lessee Patells for collecting the revenue, and carried on the business. The produce was as follows:
1,798 12 –			Amodra.
	Rs. a. p. 1,775 4 –		- - Estimate of the full collections made by the carcoon, Rungo Dadjee, upon that the lessee Patells, through the Residency, and the Patells of the village in question, Humeer Wukta Moree and Bhuwan Ruseek, together with other shareholder Patells, fixed as the amount of revenue: Collected. *Rs.* 1,281 12 – Outstanding. *Rs.* 493 8 –
	23 8 –		Extra Collections.
		Rs. a. p. 17 – –	- - Liquor fees at 51 rupees for 12 months to the Dewalee. It was agreed to deduct out of that the collection for Sumvut 1905 to the Nerig (6 June), and accordingly 34 rupees for eight months being deducted, the balance for four months is debited. Collected. — Outstanding. *Rs.* 17 – –
			Criminal Fines.
		5 4 –	- - The stone-cutter Bajee Khana, for assaulting Wurtunia Narayen's wife, as appeared from Rungoo Dajee the carkoon's report, dated 10th February 1839, No. 10. Collected. — Outstanding. *Rs.* 5¼
		1 4 –	- - Dona Bajee Kurojee for contempt according to the carkoon Rungoo Dajee's report, dated 20th March 1839, No. 32. Collected. *Rs.* 1¼ Outstanding. —
		23 8 –	6½

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs. a. p.	Rs. a. p.	Rs. a. p.		
585 12 6				- - Village of Jamboowarra. The carkoon, Rungoo Dajee, made a rough account of the net produce, and the actual amount is credited.
	697 12 6			Fixed amount.
		441 1 –		Property, rice weighing maunds,
			747 ¾ 1¾	Regular produce.
			61 ½ 3½	Increase in weight.
			809 ¼ 5¼	
				Deduct from this:
			10 ¼ 2	- - To be paid for weighing to Nemchund Verekur.
			14 ¼ 0	Reejla Watchman, for service.
			9 ½ 7½	- - Rice sent from the village of Amodhur, 38¾ kulsees, which, on being sold, there was a deficiency of 19 ¼ 5 maunds, of which 9 ½ 7½ debited to the lessee Patells, and the balance to the village expenses.
			34 0 9½	
			775 5 0¾	Balance deducted, small maunds.
			19 5 3	- - Wagurda (rice and kodra* mixed) weight in maunds.
			43¾ 0 0¾	The regular heap.
			¾ 0 0¾	Increase of heap.
			44½ 0 1½	
			0 ½ 1½	Deduct expense for weighing 1 3 0
			9 0 0	Watchman, for service.
			9½ 0 1½	
			35 0 0	Balance weighing small maunds.
		11 2 6		Kodra,* weighing maunds.
			27¾ 0 5	The regular heap.
			¾ 0 1¼	Increase of heap.
			28½ 0 6¼	
			¼ 0 1¼	- - Deduct expended on account of weighing.
			28¼ 0 5	Weight of balance.

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* An inferior kind of grain.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.		
						1	2	9		Oorud, weighing 1¾ 0 5.
						17	3	–		Tooree, weighing maunds,
									27¼ 4 0¾	The regular heap.
									½ 0 1¾	Increase of heap.
									27¾ 0 6½	
									½ 0 0¼	Deduct from this for weighing.
									27¼ 0 6¼	Balance of maunds.
						8	2	3		Muth, weighing maunds,
									13¾ 0 1¾	Regular heap.
									1 0 5¾	Increase of heap.
									14¾ 0 7½	
									0 0 5	Deduct from this for weighing.
									14¾ 0 2½	Balance of maunds.
						9	12	9		Bajaree weighing maunds,
									13 2	The regular heap.
									0½ 7	Increase of heap.
									13½ 9	
									0 7	Deduct from this for weighing.
									13½ 2	Balance of maunds.
						–	12	6		Gram weighing maunds,
									1 8¼	The regular heap.
									0 5¾	Increase of heap.
									1¼ 4	
									0 4	Deduct from this for weighing.
									1¼ 0	Balance.
						10	11	3		Castor oil seeds, weighing maunds,
									9¾ 4½	The regular heap.
									1½ 8½	Increase of heap.
									11¼ 3	
									0 6	Deduct from this for weighing.
									11¼ 7	Balance maunds.
									0 60	Sesamun weighing ¼ maund.
									519 11·3	
										Watered lands:
									45 0 0	Sugar cane, 2½ koombee,* at 18 rupees per koombee.
									3 8 0	Brinjals, ½ koombee, at 7 ditto.
									48 8 0	
									72 3 0	Land let in the lump, 25 koombees.
									19 8 0	Tax on shepherds.
									37 14 3	In lieu of transport, at 1 an. per maund.
									697 12 6	

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* A land measure (acre).

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
		16 14 –			Extra collections.
			2 4 –		Criminal fines: Shepherd Beegla Meeta for stealing grain.
				1 4 –	An order came regarding the 4 seers of rice he stole.
				1 – –	Regarding the castor oil seeds he stole, an order was received.
				2 4 –	
			1 4 –		Morar Row Havildar, an order, No. 558, came about the rice he stole.
			3 8 –		
			2 4 –		The unclaimed babool tree, regarding which there was a dispute among the villagers; Carcoon Rungo Dajee of that village made a report about this, No. 75, 1839.
			2 15 3		- - Tax upon 54 carts at 1 anna per cart, *Rs.* 3. 6., deduct half a pice to the bhungee, in all 27 pice 0 6 9.
			6 9 9		- - The grass in the meadow of this village was cut for the Paga, and about 10,000 bundles were sent to Baroda, the balance remaining was sold, and produced rupees 15, and *Rs.* 8. 6. 3. were credited to the account of the Pagadar, and the balance credited to the village.
			1 9 –		The Havildar's food.
		714 10 6	16 14 –		
					Deduct expenses of village:
			89 3 –		On account of wages.
				27 – –	- - Carcoon Rungoo Dajee, from 7 September 1848 to 5 June 1849, nine months, at 3 rupees per mensem.
				39 – –	- - Havildar Morar, from 7 September 1848 to 1 May 1849, being seven months and 24 days, at 5 rupees.
				23 3 –	Watchman, Neebhaee.
			23 3 –	21 11 –	- - From 10 November 1848 to 16 May 1849, being six months and six days, at *Rs.* 3. 8. per mensem.
				1 8 –	- - Gola of Baroda was employed to collect the price of rice sold for 12 days, at 2 annas per diem.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*			
			2 8 –			Dufter expenses.
				2 5 –		Writing paper.
					1 9 –	13 March.
					– 8 –	6 April.
					– 4 –	22 May.
				2 5 –		
				– 3 –		One almanac.
				2 8 –		
				– 4 –		- - Exchange on 21st May on paying *Rs.* 232. 12.
				4 8 –		- - A memorandum came from the Guicowar authorities to send the money for the drums and flags, and the money was sent with Report No. 90, dated 5 June 1849.
				3 6 –		- - Board expenses paid as ordered when Gorajee Pole came to the village.
				29 1 –		- - Carriage for rice sent from this to Ahmodra, kulsee 38¾, at 12 annas per kulsee.
				– – –		- - The Grassias were not present, and this remains for inquiries to be made, so it will be paid and debited hereafter.
			128 14 –			Balance revenue *Rs.* 585. 12. 6.
						Collected to end of April. — Outstanding. 585 12 6
		3,183 6 9				- - The rough estimate made of Kasseepoora by the Carkoon Moorajee Kasseeram, is brought to account. *Rs.* 4,089. 14. 6, deduct former Tuccavee advances repaid, brought otherwise to account *Rs.* 353. 7. 6, balance rough receipts for current year.
			3,641 3 3			- - Fixed revenue is the custom of the village, according to shares, and while the management of them was in other hands, the custom was introduced of demanding (Bhag Buttaee) revenue in kind, and in whatever year the patel kept the account, he used to pay the amount according to the respective shares. On this account the lessee patells unanimously agreed to conduct the management for future years by shares, and for the present year to collect beegotee at the rate of 5¾ rupees per beega, according to which the revenue has been collected. At this rate's revenue, by shares, on Government land, beegas, koombees 584½–3 as above stated, and on gurraneea vechaneea begas, koombees 139½–2 at the rate of 2 rupees per beega altogether; total as above stated.
			3,641 3 3			

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	
						3,641	3	3				
						95	3	9				Extra Collections.
									–	10	–	- - Credited to profit and loss, on account of the cotton received from the improperly alienated lands, and credited to the ryots, having been carried to the soucar's account, is now credited to P. and L.
									51	13	9	- - The handful due to the havildar on improperly alienated lands.
												Criminal Fines:
									11	–	–	- - The coolees* of Etolee stole some parched jowaree, concerning which a report, No. 94, dated 15th February 1849 was sent and an order given direct. 5 8 – Bayjee Jeewun, Coolie. 5 8 – Jeta Etolia, Coolie. 11 – –
									3	–	–	- - Oomed Govind, Coolee, Humud Muiga's cultivator, for three offences, as by the order, No. 130, dated 22d December 1848.
									1	8	–	- - An order, No. 136, dated 13th April 1849, was received regarding the cow of the Scindee woman Nihal Baeteeabhaee, which strayed in the fields.
									1	8	–	- - An order was received, No. 199, dated 17th March 1849, regarding Patel Mada Nutho Surarkur, who cut toor,* &c. without leave.
									20	–	–	- - The Coolees of Chafria came to the threshing floor and were abusive, about which a report, No. 114, dated 17th March 1849, was made, deciding that 12 rupees should be recovered, but your honour having decided that 20 rupees should be inflicted, that is brought to account.
									2	–	–	- - Patel Jugram Narayn Jemadar Humud Meeat, labourer, cut toor without leave, and a report, No. 117, dated 18th March 1849, was made, and upon that your order.
									4	–	–	- - Bucktee Bajea Coolie having assaulted the woman Kessolie, a report, No. 4, was sent on that account
									42	12	–	
						3,736	7	–				

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* Kind of pulse.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Out of this deduct Expenses of the above village:

	FIXED DUES.			PAID.			BALANCE.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Dessaee Dustoom Lulloobhaee Dessaee	100	–	–	-	-	-	100	–	–
Patell's enam	100	–	–	-	-	-	100	–	
Grassia	65	–	–	–	4	–	64	12	–
Jassoos and chobdar	6	–	–	-	-	-	6	–	–
Ballajee mojmoodar	6	–	–	-	-	-	6	–	–
Muthooram Brahmins, Brahmins of Muthoree, and others	4	12	–	-	-	-	4	12	–
Ditto of Matchsuree (idol)	2	4	–	-	-	-	2	4	–
Eight companies of wrestlers	8	–	–	-	-	-	8	–	–
Mountebanks	1	–	–	-	-	-	1	–	–
Bhow Pooranuk	1	–	–	-	-	-	1	–	–
Luxmondass Bhugutram of Dakore	1	–	–	-	-	-	1	–	–
The lights at Nursingjee	1	–	–	-	-	-	1	–	–
Miscellaneous alms	2	8	–	2	8	–	—		
Six bhats	1	8	–	–	8	–	1	–	–
Bhat Munjee Poorkur, for his turban	3	–	–	-	-	-	3	–	–
Three companies of musicians	3	–	–	1	–	–	2	–	–
The Peer of Wurnam, by Goolab	2	–	–	2	–	–	—		
The Koombar, for grain	9	–	9	9	–	9	—		
The Commissariat	24	9	9	24	9	9	—		
Feast to the Brahmins of the village deity	6	–	–	-	-	-	6	–	–
Two bhats, for cow-dunging the threshing-floor	1	4	–	-	-	-	1	4	–
Two jesters	2	–	–	-	-	-	2	–	–
The Danur Natho	1	–	–	-	-	-	1	–	–
Carcoon Morarjee Kaseeram, his pay	108	–	–	108	–	–	—		
The Havildar's pay	59	13	4	44	13	6	15	–	–
Duftur expenses	15	2	–	15	2	–	—		
Exchange	2	7	3	2	7	3	—		
Miscellaneous expenses	2	3	–	2	3	–	—		
The band of Gosaiees	10	–	–	10	–	–	—		
Morarjee, Carcoon, for his house rent	3	8	–	3	8	–	—		
Rs.	553	–	3	226	–	3	*327	–	–

Balance of proceeds - *Rs.* 3,183. 6. 9.

Collected.	Outstanding.
Rs. 1,680. 8. 0.	*Rs.* 1,502. 14. 9.

Rs. 5,567. 15. 3.

	Collected to end of April.			Thence to January 1850.			Balance due by the Villagers.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Ahmodhur	1,283	–	–	510	8	–	5	4	–
Jamboowara	–	–	–	566	13	6	18	15	–
Kasseepoora	1,680	8	–	1,502	14	9	—		
Rs.	2,963	8	–	2,580	4	3	24	3	–

Rs. 5,567. 15. 3.

Rs. a. p.	
353 7 6	- - Tuccavee balance due to the end of Sumvut 1904, collected by Morarjee Kasseeram, carcoon.

To end of April.	Subsequent Collection.	Balance.
0	*Rs.* 353. 7. 6.	0

327 - -	- - Deposit credit on account of the balance due to the people of Kasseepoora having been debited to that village, is credited here.

Collected to end of April.	Since Collected.	Balance.
0	*Rs.* 0 13. 3.	*Rs.* 326. 2. 9.

8 6 3	- - Gorajee Pole had the grass in Ahmodra cut, through Rungo Dajee, and paid 100 rupees for cutting about 10,000, and the grass was sent to the Paga, but there was some in excess which was sold, and the carcoon's report, No. 797, dated 22d May 1849, of the profit from sale of surplus was received with *Rs.* 152. 7. 3, from which the village was credited with *Rs.* 144. 1., and the balance credited here.

Collected to end of April.	Since Collected.	Balance.
0	*Rs.* 8. 6. 3.	0

Rs. 15,256 13 -

EXPENDITURE.

899 4 -	- - Sent from the Residency with memorandum No. 152, dated 15 February 1849, in payment of what the Gackwar authorities had paid to Gorajee Pole's relations, servants, and sowcars on account of former debts.

Rs. *a.* *p.*	
709 4 -	To Bapoo Pole and Gunoojee Pole.
199 - -	Bhasker Row Mahadew.
899 4 -	

3,395 13 9	- - Expenses of Paga at Baroda and the Thana at Dhondia, for which a receipt was taken, and will have been brought to account in a separate talibund.
4,295 1 9	

Balance - - - - *Rs.* 10,961. 11. 3.

PARTICULARS.

7,668 6 3	- - Full balance in the Residency Treasury to the end of April 1849, new Syasaee or *Co.'s Rs.* 6,903. 2. 8, as follows:

Rs. *a.* *p.*	
7,590 6 3	- - The account of the above individual in Syasaee *Co.'s Rs.* 6,634. 15. 9.
78 - -	- - Transfer from Bulwunt Row Guicowar's account, *Co.'s Rs.* 68. 2. 11.

3,293 5 -	Outstanding balance new Syasaee rupees.

353 7 6 Balance of Tuccavie advances to Kasseepoora to the end of 1904, collected to the end of April.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
2,939 13 6				Outstanding balance of the current year Sumvut 1905:
	515 12 –			The village of Ahmodra:
		510 8 –		Of the fixed revenue collected end of April.
		5 4 –		Criminal fine from Bajeea Khana, stone-cutter.
		515 12 –		
594 2 9				Monje Jamboowara.
	585 12 6			Of the fixed revenue.
		566 13 6		Collected since April.
		18 15 –		Balance.
			5 8 6	- - To be received from the lessee, Patells Rugoonath and Dessaee, on account of the rice received from Ahmodhur.
			– – 9	- - From Nurotum Gola, of Baroda, for rice sold.
			13 5 9	- - From Modee Nemchund Verarkur, for goods sold.
			18 15 –	
	8 6 3			For grass collected since April.
	594 2 9			
	1,829 14 9			Mouje Kasseepoora.
		1,502 14 9		- - On account of fixed revenue collected to end of April.
		327 – –		- - Outstanding balance of said village debited to village expenses. Collected subsequent to April. Rs. - 13. 3. Balance. Rs. 326. 2. 9.
		1,829 14 9		
	2,939 13 6			
3,293 5 –				
10,961 11 3				

Thus the total collections amount to *Rs.* 15,256. 13.; deduct from that expenditure *Rs.* 4,295. 1. 9., the net balance in new Syasee rupees remaining in the Residency Treasury amounts to *Rs.* 9,668. 6. 3., and there is a balance of revenue *Rs.* 3,293. 5., new Syasee, now remaining due.

22 January 1850 A. D. Baroda.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commisioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(R.)

Translation of *Nursoo Punt's* Defence on the Third Charge, addressed to *William Edward Frere*, Esq., Commissioner, on the 25th July 1851.

In the third of the charges preferred against me by Colonel Outram, I am accused of having committed a breach of confidence in the Gorajee Pole case, in the following instances:

First Instance.

" Inasmuch as he had connived at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement, on the part of the individual to whose management the estate had been confided."

Second Instance.

" Inasmuch as he allowed a certain lease, dated 14th September 1844, by which the patells bound themselves to make good the revenues of the three villages to the amount of 5,701 rupees, five thousand seven hundred and one per annum for seven years, given " Nisha" (banker's security) for the same, to be abandoned or cancelled, without bringing the circumstances to the notice of the Resident, though well aware that by maintaining the leases on the original terms, the revenues of Gorajee Pole would have been preserved intact."

The above is the purport of the charge, and in substantiation of it, the following documents were submitted:

1. The Colonel's report, dated 7th September 1848, No. 215.
1. The Paruck's accounts for Sumvut 1904 (A. D. 1848).
1. My three reports.
1. My three depositions.
1. Copy of the seven years' lease.
1. Copy of the written agreement furnished by the Pole to the Parukh.
1. The report of Venack Moreshwur.
1. The yad from the Pole to the Resident, dated 1st Magh Shoodh, Sumvut 1902.
1. A copy of the yad from the Residency to the Guicowar Sircar, No. 92, dated 19th February 1846, sent along with the Pole's yad.
1. Reply from the Guicowar Sircar, dated 2d April 1848, enclosing Eswar Mooljee's answer, and other papers, in all three.
1. The depositions of the lessee Patells, dated 2d and 15th December 1847 respectively.
1. The deposition of Ruseekram, agent of Jugjeewun Kandass, dated 30th June 1849.
1. A yad from the Guicowar Sircar regarding the produce of three villages for the Sumvut 1904 (A. D. 1848).
1. Accounts of the produce of the villages for six years (from Sumvut 1901 to 1906), found in the house of the tullatee (village accountant).
1. The five years' lease granted by the Pole, in Sumvut 1904, to the patells of Kasseepoora, and their bond of agreement, in all two documents, found among the papers of the village accountant (tullatee).
1. The produce account for Sumvut $\frac{1849}{1904}$ furnished by Ruseekram.
1. The Residency (talebund) epitomized account of the net produce for Sumvut $\frac{1849}{1905}$.

The following are the witnesses who appeared:

1. Rugoonath Mitha, of the village of Cassipoora.
2. Dessaee Vulubh, patell of the village of Cassipoora.
3. Govind Nurotum, of the village of Cassipoora.
4. Jeebhaee Ramdass, patell of the village of Jamboowada.
5. Oomed Anoop, patell of the village of Jamboowada.
6. Humeer Wukta, of the village of Amodhur.
7. Ruseekram, on the part of the Parukh.
8. Parukh Jugjeewun Kandass.
9. Venaek Moreshwur Phudke.
10. Parukh Eshwur Mooljee.
11. Mr. Battye.
12. Mr. Arnold Hykoop.
13. Karkoon Narain Row Chimnajee.
14. Karkoon Babajee Hybutrow, of the Residency office.

The above are the documents and witnesses produced, to which I beg leave to submit the following paragraphic reply.

Para. 1. Regarding this case, the Colonel formerly instituted an inquiry, and on the 7th September 1848, sent in a report to Government, No. 215, to which a reply was received, and the matter decided; notwithstanding which, this same case is now again embodied in a charge against me. Let it be! I am helpless! On reference to my depositions formerly taken,

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taken, and the other documents in this case, you will fully understand all the particulars connected therewith, I shall not now therefore enter into a lengthy detail, but briefly summarise.

Para. 2. The pay (nemnook) of the paga of Goorajee, son of Subanjee Pole Pagadar, in the service of the Guicowar Government, amounting to *Rs.* 7,193. 12., is secured by Government guarantee. In order that he might be furnished with the amount of nemnook above-mentioned, the villages of Kasseepoora, Amodhur, and Jamboowadda were granted to him; and as the produce of these villages did not aggregate an amount equivalent to the nemnook, the Guicowar Sircar agreed to pay him a sum of 1,000 rupees annually in ready money. Prior to the year Sumvut $\frac{1840}{1896}$ the paga had gone entirely to ruin, but in this year the late Mr. Sutherland re-established it, and again made over the villages, which had for two years been in the possession of the Guicowar Government, to the Pole, and appointed Kamdass Wagjee his parukh, who, jointly with the Pole, managed the villages. If any particular business called for a reference to the Resident, they were in the habit of bringing it to his notice, and the parukh has given in (his talebund) the abstract of his accounts to the Residency. In this manner matters were managed up to the end of Sumvut 1900.

Para. 3. After I had commenced the duties of my appointment in the month of June 1844, on looking into the accounts of the Pole, the following sums appeared to have been the amount of revenues received from the villages during the five preceding years:

	Rs.	*a.*	*p.*
For Sumvut 1896 - - - - - - - -	5,851	14	9
,, 1897 - - - - - - - -	3,696	11	6
,, 1898 - - - - - - - -	5,072	12	9
,, 1899 - - - - - - - -	4,932	6	9
,, 1900 - - - - - - - -	3,236	14	9
	Rs. 22,790	12	6
Average yearly produce - - - - -	*Rs.* 4,558	2	6

In addition to the above, to my surprise I found the balance formerly due to the Pole by the parukh was all expended, and the paga itself in difficulties. On this, I informed Mr. Ogilvie, the Assistant in charge of the Residency, that unless the villages were farmed out, no proper arrangement could be entered into regarding the yearly rents, who immediately instituted inquiries into the matter, and caused the Pole to enter into a contract, and lease the three villages to Rugoonath Metha, Dessaee Wullubh, and Mooljee Muckondass, patell of the village of Kasseepoora, from Sumvut 1901 to Sumvut 1907 (A.D. 1845 to 1851), and decided that a yearly rent of 5,701 rupees should be paid. Of the above three individuals, Mooljee did not sign the agreement, therefore the other two only became the lessees, and banker's security was taken from them for the rents of that year. The 1,000 rupees per annum in cash which the Pole was to have received on account of the deficiency in the village revenues from the Guicowar Government, had not been given since the year Sumvut $\frac{1840}{1896}$, and on my informing the Resident of this circumstance, and telling him that it ought to be inquired into, he instituted an investigation, and endeavoured to recover the amount. In the meantime, the Pole frequently represented that he did not wish to have Khandass Wagjee as his parukh, and requested that another might be appointed in his place. Mr. Ogilvie would not listen to his request, but flatly told him to wait till the arrival of the new Resident, and lay the matter before him. Kandass Wagjee thereon continued to act as parukh, but during that year's management frequent misunderstandings occurred between him and the Pole.

Para. 4. Afterwards, about the month of May 1845, Sir R. Arbuthnot arrived, when the Pole was in the habit of daily pestering him to change his parukh, but for a long time Sir R. Arbuthnot paid no attention to him; at last, after the Pole's persisting very much in his complaints, he told him, that if he settled his debts with Kandass Waghjee, he might then, if he wished it, appoint any one his parukh he chose, but that the Resident would not interfere in the matter. Upon this the Pole, having obtained the consent of Jugjeewun Khandass, drew up and gave him a certain written agreement about a loan, and brought it for the Resident's inspection, who refused to look at it, and distinctly told him that loan agreements did not call for the Resident's interference. The Pole then represented that he was going to hand over the villages and chittee* to the parukh, and that unless the Resident's guarantee was given that no obstacle would be thrown in the way, that he would not be able to procure a parukh, and that the paga was in a wretched condition, owing to Khandass Waghjee's withholding the funds for its maintenance. As the Pole continued to persist in his entreaties, and presented a separate agreement which he had drawn up to give the parukh, the Resident, after making sundry alterations therein, in January 1846, entered an indorsement that it was guaranteed. On account of the misunderstanding between the Pole and Khandass Waghjee, the last of the three instalments on account of the villages was received into the treasury, and out of it the whole claims of Khandass Waghjee were settled, besides certain sums paid to the (modee) provedore, and the balance then remaining was paid to the new parukh, through the Pole. From Sumvut 1902 (A.D. 1846), Russeekram, the managing partner of Parukh Jugjeewun Kandass, and the Pole, managed the villages entirely themselves, and Sir R. Arbuthnot never offered the slightest interference.

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Para. 5. In May 1846 Mr. Andrews became Acting Resident, shortly after which, on his becoming *au fait* with the present case, I informed him that the parukh managed the Pole's affairs entirely himself, but that, from the latter's incapacity, he would most certainly impose upon him, therefore the matter should be inquired into. I further remarked, that in affairs of this sort it is invariably the desire of Government that the person to whom the business is entrusted should manage it himself, and that he should be merely under surveillance; but this is an exception to the rule, and it would be desirable in this instance to make such an arrangement that the whole of his affairs should be under the immediate supervision of the Resident. On this the Resident sent in his opinion, in a report to Government, No. 187, dated 13th August 1846, enclosing therewith a translation of the parukh's agreement in Sir R. Arbuthnot's time; in reply to which, a letter, dated 22d January 1847, No. 313, was received, but I don't exactly remember its contents. To the best of my recollection, they were to the effect, that it appeared desirable to remove the parukh, but with his own consent, and that Government should arrange the affair. Upon this the managing partner of the Parukh Rusikram was sent for, and the accounts demanded of him, when he gave in the (talebund) epitomised account of the receipts and expenses for the Sumvut 1902 (A. D. 1846), in the month of April or May 1846. From this it appears that the parukh, instead of crediting the amount agreed upon in the lease, had managed the farms direct, and merely collected the net produce, which is less than the amount in the lease. Shortly after this Mr. Andrews left Baroda.

Para. 6. About May 1847 the Colonel arrived here, and after a little while entered upon this case. I then represented to him, that in the accounts presented by the parukh for the Sumvut 1902 (A. D. 1846), the amount agreed on in the lease had not been credited, but that the farms had merely been kept in hand, and the net produce carried to account; and in the accounts a deficiency is shown, although the parukh agreed to manage the farm according to the terms of the lease, yet without informing the Resident thereof, he had of his own accord kept them in hand and collected the net produce. The accounts for Sumvut 1903 (A. D. 1847) have not been received, but I know that they are of the same nature as the above. Upon this the Colonel, having summoned Russikram before him, informed him that he would have to make good the amount agreed upon in the lease; that in the accounts for the Sumvut 1902 (A. D. 1846), received, and in those for Sumvut 1903, not yet received, the amount agreed on in the lease must be credited, and the accounts for the two years then presented. He was from time to time directed to send in his accounts, when in October or November 1847 he presented those for the Sumvut 1903 (A D. 1847). The patells of the villages and the village accountant were then summoned, and the accounts presented were compared with those of the latter. The contracting patells were then asked why the parukh had not acted up to the terms of the lease, and their statement of the case was taken down. The contents of this statement and the accounts given in by the patells were found to correspond with those of the parukh, from which I felt convinced that there was a league between the parukh, patells, and others, and I gave a brief account of the matter to the Colonel. After this the case was laid aside pending the decision of the Bombay Government, to whom a report had been sent in regarding the amount due by the Guicowar Sircar to the Pole to make up the deficiency in the village rents.

Para. 7. Afterwards, in the month of May or June 1848, on the receipt of the decision of Government respecting the deficiency, the Guicowar Sircar paid into the Residency treasury the amount due on account of the deficiency for nine years, *i. e.*, up to the end of Sumvut 1904 (A. D. 1848), at the rate of 1,000 rupees per annum, and the Colonel then asked how a settlement ought to be made with the parukh. I replied that the parukh had broken the lease, and merely shows the net produce of the villages, which is not proper, and has brought the Pole in his debtor to a large amount, for the recovery of which he imagines he possesses the Government guarantee, but this is not the case; moreover, he refuses to produce the detailed account of this sum. Upon this, the Colonel called for a report on the case, which I briefly drew up, and handed in to him in June 1848; and on his requiring a second, I prepared and submitted another in July 1848. The parukh was then directed to produce the whole of his accounts regarding the above sum, and to be fined daily till he should do so.

Para. 8. While affairs were going on in this manner, the Colonel decided that Baba Fudke should investigate the affairs of the Pole, and ordered me to make over all the papers connected with the case to him, which accordingly I did. He was engaged about six weeks inquiring into the matter, and then sent in a report of it, which was not shown to me. Afterwards the Colonel put 24 questions to me on this matter, and my answers were taken down in writing. He then took the management of the villages away from the parukh, and deputed (mehtas) accountants from the Residency to go there, and began defraying the expenses of the paga from the funds of the Pole then lying in the Residency treasury. He at the same time sent in a report to Government on the case, No. 215, dated 7th September 1848, but I was not aware at the time that in it I had been charged with any fault.

Para. 9. I am not acquainted with the whole of the contents of the reply received from Government in December 1848, or January 1849, in answer to the report above alluded to; but so far as relates to the settlement of the present case, the purport of their decision was as follows: Firstly. That the parukh should be made to credit the Pole with the amount of rent agreed on in the lease. Secondly. That if the parukh had paid the Pole more than 412 rupees, which was the sum stated in the agreement for the maintenance of the paga, that the Government ignored the proceeding; the parukh and the Pole must settle it themselves.

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themselves. Thirdly. If any former debts of the paga, incurred previous to his receiving charge of it, have been paid off by the parukh, he should be reimbursed from the Pole's funds at present lying in the treasury. Fourthly. The contract entered into in the lease cannot be broken; it must therefore be considered still in force. Mr. Battye, on the receipt of the order, frequently directed Russeekram to produce the whole of his accounts, and he also took down his deposition in the matter, but he could not succeed in obtaining a detailed account from him. That gentleman thereon decided that the total amount to be paid to the parukh should be determined from an examination of whatever detailed accounts might be found in the possession of the Pole and the (modee) the provedore of the paga. In this manner the affair was conducted in Mr. Batty's presence, and the amount due to the parukh having been ascertained, Captain French sent in a report to Government, enclosing a memorandum of his account, according to which the decision of Government directed that the parukh should be paid. He was informed of this, but refused to receive such an amount, and commenced a discussion, saying that the whole amount of his claim was secured to him by the Government guarantee. The patells, the lessees, were also warned that they were bound by the terms of the lease for the unexpired years of it. Such are the particulars of the case, which I have thus early detailed in order that the Commissioner may clearly understand the aim of my present defence.

Para. 10. From the above circumstances you will be convinced that I have not been guilty of a breach of confidence in this matter, for the following reasons:

1st. The Colonel charges me with not having brought to the notice of my superiors the frauds committed by the party to whom the Pole's estates had been entrusted, by which the revenues thereof had considerably diminished; but I beg to observe, that after my arrival here, early in the year Sumvut 1901 (A.D. 1345), as soon as I had looked into the accounts of the village revenues under previous management up to the end of the Sumvut 1900 (A.D. 1844), and perceived that there was a progressive diminution in the rental, I reported the circumstance to Mr. Ogilvie; upon this, that gentleman, after fixing the amount of rent to be paid, leased out the villages for seven years from the year Sumvut 1901, and having taken banker's security for the first year, the revenue for it was realized. Now, if I had not given the information in question, then why was the above arrangement not entered into before?

2d. In January 1846, in the time of Sir R. Arbuthnot, the agreement between the parukh and the Pole was entered into, at which time I informed that gentleman of everything that I deemed necessary, but owing to the continued importunities of the Pole, he (Sir R. Arbuthnot) decided on guaranteeing the agreement. Upon my observing that the terms of the lease should be acted up to, he added a postscript, to the effect that the agreement bound the villages to be farmed according to the terms of the lease. This was done that the income of the Pole might be secured.

3d. Within two or three months after the arrival of Mr. Andrews, in the beginning of the Sumvut 1903 (A.D. 1847), I informed him of the necessity for removing the parukh, and other particulars, on which he wrote in to Government in August 1846, and recommended that the management of the whole of the Pole's affairs should be conducted at the Residency. If it were my good fortune that Mr. Andrews was now living, he would bear witness to this effect.

4th. In the beginning of the Sumvut 1904 (A.D. 1848), and shortly before the Colonel's arrival, when the parukh's accounts for the Sumvut 1902 (A.D. 1846) were received, I became aware for the first time that the amount agreed on in the lease had not been carried to account, which I brought to the notice of Mr. Andrews when he was on the point of leaving. I afterwards informed the Colonel of it, who warned Russeekram that he would have to make good the amount agreed on in the lease. Now, if I had not given the Colonel this information, why should he, immediately on his arrival, have given Russeekram this warning?

5th. Mr. Ogilvy endeavoured to recover from the Guicowar the sum of 1,000 rupees annually, which he had formerly agreed to pay to the Pole on account of the deficiency in his nemnook, and succeeded in so doing. Now, if I had not recommended this course, how does it happen that it was never attempted before my arrival?

6th. In this manner, I have never allowed an opportunity to escape of bringing to the notice of my superior officer, according to the best of my abilities, any measures whereby the revenues of the Pole's estates might be preserved intact. This being the case, the charge preferred against me by the Colonel is perfectly groundless.

7th. The Colonel asserts that I allowed Russikram to retain the villages, he collecting only the net produce, without informing the Resident thereof. With reference to this, I beg to observe, that as soon as I became aware of the fact that the villages were thus managed, I brought it to the notice of the Colonel, that he of his own accord had done so, and that consequently he was the responsible person, upon which the Colonel warned Russeekram, before the Pole's revenues had suffered loss thereby, that he must act up to his agreement.

8th. The Colonel, supposing that I must have been aware that Russeekram had the villages in hand, and collected only the net produce before the accounts were given in at the Residency, accuses me of having permitted him to break the lease without informing the Resident thereof; but there is no proof of this. The depositions of the lessee patells, Dessaee Vulubh and Rugoonath Mehtta, of the village of Kasseepoor (taken on the 2d and 15th December 1847, at the time of comparing the accounts in the office) are at present in the records, and run as follows:

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"In the year Sumvut 1902 (A. D. 1846), owing to dry season, the crops of the villages of Amodhur and Jumboowadda were entirely burnt up; thereupon seeing that there would be little or no produce, and that also in Kasseepoor the crops were small, and consequently that the revenues would fall short of the amount agreed on in the lease, we represented at the Residency that in two villages there were no crops at all, and that in Kasseepoor they were very light, and requested that an estimate might be made of them, according to which we would pay for this year; for that it was quite impossible that we could make good the amount of the lease. On this we were told to apply to Gorajee Pole, who, on hearing the case, sent his karkoon and collected the revenue. In Sumvut 1903 (A. D. 1847) also, Gorajee managed the villages, and collected the net-produce in a similar manner. The Pole never asked us again about the lease, and the Resident was not informed of the circumstances of the lease having been cancelled." The above is the purport of their depositions. I don't recollect the patells coming to me in the Sumvut 1902 (A. D. 1846) and stating this circumstance; but should they have done so, it is more than probable that I told them to petition the Resident, which I was in the habit of doing in such cases. But even if the truth of their statement be admitted, it is not to be inferred therefrom that I was aware of the cancelling of the lease; I could only have been made aware of the remission for the year Sumvut 1902; moreover, it does not appear therefrom that I was informed of the result of their application to Gorajee. Further, there is no such statement in the deposition that the patells came to me in Sumvut 1903 (A. D. 1847); they acknowledge that in that year the Pole managed the farms entirely himself, collecting the proceeds. In short, as the management of the farms remained principally in the hands of the parukh, he was consequently the responsible party; and if either he or the Pole had informed me of these circumstances, a settlement would, of course, have been arranged; but no such information was given.

9th. The two lessee patells, Rugoonath and Dessaee Wullub, have now given their evidence, in which they deny what they stated in the depositions above alluded to of 1847, which further say, that they entered upon the lease on the assurance from Gorajee that he would only exact the net produce from them, on which principle they managed the estate; they made no disturbance about the lease, &c. Denying this *in toto*, they now assert that they were ready to give banker's security, and to carry out the lease, thus ignoring their depositions of December 1847. With reference to this, what reliance, I beg to observe, can be placed on the testimony of people, who, in the first instance, from collusion with Russeekram, deposed, as they then did, and now, perhaps, have been instructed how to speak? They now assert that they informed me of the circumstance of new managers having been appointed in Sumvut 1902 (A. D. 1846); but I do not recollect their having done so. If they did so, I may probably have told them that the Pole had changed his parukh, and that in the new agreement it was stated that the old lease was to be acted up.* I was never told by these people that Russeekram did not manage the villages according to the terms of the lease; nor is it now clearly shown from their depositions that they did inform me. It was the duty of the lessees or the parukh to have preferred a complaint, and represented the circumstance, that in the years Sumvut 1902 and 1903 (A. D. 1846 and 1847) the villages were kept in hand, and the net produce only collected.

10th. If the Dessaee patells had come and reported to me at first in the Sumvut 1902 (A. D. 1846), that Russeekram had refused to receive banker's security, and had broken the lease, how could I have failed in reporting the same to Sir R. Arbuthnot, when I myself had caused him to enter a postscript in the agreement drawn up before him in January, to the effect that the lease was to be acted up to? How then could I permit an endeavour being made to upset this in the following month (February), and what advantage could accrue to me from so doing? If it is asserted that I purposely connived thereat, I will observe, that it is evident that the parukh, without the Resident's order, could never escape from the terms of the lease; what object could I then have in acting thus? I beg you (the Commissioner) will give this your mature consideration.

11th. The patells, in their present evidence, ignore the deposition of December 1847. Now, allowing that this deposition was not correctly taken down according to their statement at the time, yet it contains one fact which they at the time deposed to, from being in collusion with the parukh, *i. e.* that they had informed me of the circumstance. Is it probable that I would intentionally have written, and placed among the records, such a paper, which might at any time be brought against me.† The Commissioner should bear this in his mind.

12th. Russeekram in his evidence states, that owing to the patells not having given banker's security, that he had, at the direction of the Pole, taken the villages in hand, and collected the net produce, but that he had not informed the Resident of this circumstance; however, that the Pole had sent in a yad to the Residency, stating the matter. On this the yad alluded to, dated Magt Shoodh 1st, Sumvut 1902 (28th January 1846), was got from the records, and produced in court, the purport of which is as follows: "The lessee patells refusing to give security, and making very improper remarks, a mehta was sent to the villages, on which Parukh Eswur Mooljee, who had stood security for the last year's rents, sent a sepoy who offered resistance to him. Therefore Eshwur Mooljee must either be made to furnish security again or remove his man." This yad was presented to Sir R. Arbuthnot, who enclosed a copy of it along with another yad, dated 19th February 1846, No. 92, to his Highness the Guicowar, in which he requested that the sepoys sent by Eswur Mooljee might be removed, and instructions sent to prevent him interfering for the future. The Guicowar replied in a yad, dated 2d April 1846, No. 197, enclosing a petition from parukh Eswur Mooljee containing copies of written agreements furnished by the Pole to the Parukh (Eswur Mooljee), to the effect that the Pole was indebted to the parukh which he must be made to pay. The Pole and his manager were informed of this circumstance. After this no informa-

tion

* S. O.

† With regard to this, I beg to refer you to my deposition, Question 18, and its answer.

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tion was sent as to whether security had been given, or the lessees managed the farms according to terms of the lease, or whether anything else was arranged. Further, it does not in any way appear from Russeekram's evidence, that this information was furnished to the Resident in Sumvut 1903 (A.D. 1947).

13th. Venaek Moreshwur, *alias* Baba Furkey, states in his evidence that the patells gave information at the Residency that the lease was cancelled; at least, such was evident from their deposition of the 2d December 1847. With reference to this, I beg to observe that I have already taken notice of the deposition in question in the 8th clause of this para. With regard to his having examined the accounts, and sent in a report thereof to the Resident, my reply will appear under the 12th para of my present defence.

14th. The purport of Paruekh Eswur Mooljee's evidence is, that he had intended to stand security again. In the 12th clause of this para. it is stated that the Pole's yad was sent in to the Guicowar Government, in which allusion is made to giving security; but in the parukh's petition, enclosed in the Guicowar's reply, he says nothing about standing security, but merely calls for a settlement of his claims against the Pole; it does not appear from his evidence that he made any subsequent complaint on this matter in the years Sumvut 1902 and 1903 (A. D. 1846 and 1847.

If the Commissioner will give these and other circumstances connected with this his minute consideration, he will be convinced that the charge now brought against me is utterly groundless.

Para. 11. On the 7th September 1848, the Colonel sent in a report to Government on this case, No. 215, in which certain things are laid to my charge, to which I beg to submit the following brief remarks:

1st. He accuses me in the 3d para. of having made a false representation, in stating that the settlement of the parukh's claims must be deferred pending the receipt of the arrears due by the Guicowar Government to the Pole. To this I will merely observe, that if there was another way of settling the parukh's accounts in conformity with the Government decision without recovering the arears from the Durbar, and if my representation on that account appeared to be merely a pretext, there was surely no occasion for acting up to it, and no fault can be attributed to me for merely giving the opinion which suggested itself to me. The Resident had the power to act according to his own judgment. It is further stated in this para., that so long as the parukh managed the villages properly, that he could not be dispossessed of them; but when the accounts of the parukh were translated, his mismanagement became at once apparent. With reference to this I beg to state, that shortly after the arrival of the Colonel, I informed him that the accounts for Sumvut 1902 (A.D. 1846) had been received from the parukh, but that the amount agreed on in the lease had not been carried to the Pole's account (in support of this I beg to refer you to the 14th Question of my deposition), and afterwards the parukh was directed to credit the amount thus agreed on. After this, what more information could be obtained regarding the villages' produce from a translation of the accounts? On reference to the 7th and 8th paras. of my reported summary of the case, in June 1848, it will be seen that the parukh had been ordered to send in his detailed accounts, in order that the proper and just amount of surplus still due to him might be determined upon.

2d. In the 4th para. the Colonel states that he entertained suspicions against me, for which reason he entrusted the examination into the accounts to Baba Fudkee, instead of managing the business through me, and quotes my deposition as his authority for these suspicions. In reply to this, I beg to observe that the Colonel could employ whom he liked in such a business; but as my answers are not at variance with the statements put forth by me in my summaries of the case drawn up in June or July, I cannot understand on what grounds the Colonel writes, that it was at least my desire to screen the parties who had committed the fault; for in the 7th para. of my June summary it is shown that the irregularity is attributable to the fraud of the interested parukh; and again, in the 8th para., that the payment of the parukh's claims is not guaranteed to him, as he imagines.

3d. The Colonel, in his 5th para., states that he had an object in making me draw up a report; and in his 6th para. he accuses me of not having expressed in that report any suspicions of the correctness of the parukh's account, showing a claim of 15,000 rupees against the Pole, after a two years' management of the estate, although it had been agreed that a sum not exceeding 5,412 rupees should be annually expended on the paga, while in the first year the parukh expended 8,606 rupees over and above the amount agreed on. In reply to this, I beg to observe that there were among the English papers before the Colonel on this case the translation of the agreement of the parukh, and Mr. Andrews's letter, dated 13th August 1846, which are alluded to in the 5th para. of my June summary, and in that agreement it is written that 5,412 rupees are to be paid annually on account of the expenses of the paga. What necessity was there then for my repeating this fact? Also, in the 3d para. of my July summary, I have stated the purport of this deed of agreement. Further, the sum claimed by the parukh from the Pole for the first year was not entirely an excess paid to the Pole, in addition to the 5,412 rupees, on account of the expenses of the paga for that year; but it included sums which it is stated in the agreement were paid to him for the purpose of liquidating certain old debts of the paga, which had occurred up to the end of Sumvut 1901 (A.D. 1845), as also the deficiency arising from the villages not having been farmed according to the terms of the lease; also any amounts that may have been expended on the paga in excess of the 5,412 rupees, interest, premium (sirpao), presents, and the Pole's private expenses, which have all been added up, and the total balance due stated

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in a lump. In the 8th para. of the summary in question I have further stated that the parukh refuses to produce his detailed accounts of the claims, and that the payment of such debts is not guaranteed; consequently, as there were items in his claim which were not mentioned in the agreement, it is clear that I entertained doubts of its validity. Again, in the same para., the Colonel has only deducted from the balance shown by the parukh the sum of *Rs.* 337. 10. 7., being arrears formerly due; but this is not correct, because Kandass Wagjee received no portion of the arrears due to him from Juggeewun Kandass. The sum due to him, amounting to about 337 rupees, was paid by Sir R. Arbuthnot out of the instalments of the revenue of the village for the Sumvut 1901 (A.D. 1845), which had been paid into the Residency treasury on account of the misunderstanding consequent upon a change of parukhs. The sums paid by Juggeewan Kandass, viz., arrears due on account of pay in the time of the former parukh, the (modee) provedore, purchasing horses, &c., and besides this, former debts, &c., have all been included in the "kotya"* sum of 7,000 rupees, entered in his accounts for the Sumvut 1902 (A.D. 1846). Further, it is mentioned in my June summary that the detailed accounts had not been received; how, therefore, could I, without leisurely and thoroughly examining the vouchers, write and pronounce upon the justness or otherwise of the claim preferred by the parukh? In the end of the para. under reply, the Colonel states that I failed to bring to his notice that the parukh was bound not to exceed the sum of 5,412 rupees on the expenses of the paga. An answer to this is given above. As the parukh was permitted to expend 5,412 rupees, so he was not restricted by the terms of the agreement from exceeding that amount for the purpose of maintaining the paga; but in the event of the management of the paga being taken out of his hands, the Government at the time of settling his claims, should he have exceeded the sum of 5,412 rupees, have it in their power to sanction the payment, or otherwise, of them, according as they may consider his claim just or unjust.

4th. In the 7th para. the Colonel states, that in my first report no suspicions are shown as being entertained regarding the impropriety of the lease having been broken; but this is not correct, because the words quoted by the Colonel from my summary in that para. do not contain any opinion, but merely the statements of the patells and parukh. In the 7th para. of my summary I have clearly stated as follows: "In the Sumvut 1902 (A.D. 1846) the lease was broken, and in Sumvut 1903 (A.D. 1847) the management was conducted on the system of collecting the net produce, consequently the rents are shown to amount to only one-half. This mismanagement is entirely attributable to the incapacity of the Pole and the cunning designs of an interested parukh." This and other matter I have distinctly stated. Further, from the 4th and 7th clause of the 10th para. it will appear that there was no further particulars to be written in my June summary. The Colonel asserts that it was impossible, from my intercourse with the parukh and the patells, that I could have been ignorant of the lease having been broken in the time of Sir R. Arbuthnot; but I beg to state, that from the Sumvut 1902 (A.D. 1846), when the management of the villages came into the hands of Jugjeewun Kandass, the patells seldom or ever came to the kutchery, and I had no intercourse whatever with them. Russeekram was sometimes in the habit of coming to the kutchery, but we never conversed together on this subject; and I had no intercourse with him then, nor have I now. Such being the case, it is apparent that the Colonel accuses me from mere inferences, and without grounds.

5th. In the 8th para. it is stated that I neglected to remind Mr. Andrews, when the accounts were received for Sumvut 1902 (A.D. 1846), that he possesses the power of holding the patells to the bond; and if I had informed that gentleman that a less amount of revenue had been entered in the accounts, it is little likely that any attempt to credit less than the amount contracted for would have been made in the years Sumvut 1902 and 1903 (A.D. 1846 and 1847). In reply to this, I beg to state that the parukh's accounts for the year Sumvut 1902 (A.D. 1846), were received as Mr. Andrews was on the eve of leaving, when I first became aware of the circumstance that the revenues were not collected according to the terms of the lease (which will appear in the answers to Questions 2 and 3, put to me on my examination), and a few days afterwards that gentleman took his departure. On the arrival of the Colonel I informed him of all these particulars, which I have frequently mentioned in the 10th and other paragraphs of my present defence.

6th. In the 9th para. it is alleged that I connived at the fraud committed by the parukh and the patells, but that so long as Sir R. Arbuthnot continued here it was not found convenient to do so. This and many other such inventions of the mind appear, to which I have already replied. Why then need I take notice of them again? Sir R. Arbuthnot was here in Sumvut 1902 (A.D. 1846), and the present controversy is regarding the deficiency in the revenues of the villages for the year, which then occurred for the first time. Such being the case, I cannot understand the object of the Colonel's writing. Mr. Andrews got his information from me that the lease was in force, as will appear from the latter part of the 5th para. of his report, dated 13th August 1846. Unless the Colonel was aware of the terms of the agreement, how could he, immediately on his arrival, have warned the parukh that he must pay the amount agreed on in the lease.

7th. In the 10th para. it is stated that the native agent in his first report, although fully aware that the villages were leased out for seven years for a rental of 5,700 rupees, yet he does not scruple to recommend a new contract being entered into at the rate of only 5,300 rupees. In reply to this, I beg to observe that I have entered into full particulars on this head in my replies to the Questions 9, 10, and 22 of my examination, for which reason I deem it unnecessary to repeat them again here. In short, the management of the villages did

* Miscellaneous.

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did not remain with the lessee patells for three years uninterruptedly; still we cannot hold them responsible, according to justice, for the remaining years, without their consent, which point can be cleared up by sending questions to the authorities of different zillahs on the subject, and getting their replies thereto. With regard to the lessee patells not agreeing to continue the management of the villages for the future according to the terms of their contract, I beg to remark, that on the receipt of the Government order in St. 1905 (A. D. 1848), Mr. Battye issued orders to the lessee patells that they were to act in conformity with the terms of the lease, but the patells on that occasion raised many objections, and finally did not furnish banker security. Relying on his authority, he then duly warned them, and sent a mehta to the villages, who, assisted by the patells, collected the net produce. At the end of the year, when called upon to make good the deficiency, they replied that they could not pay it, and the parukh refused to manage the villages according to the lease. For this reason I informed the Colonel, in my June summary (for the purpose of having an arrangement made), of the amount of rent that certain parties had at that time offered to give for the villages. The Colonel now remarks, that the lease could not be set aside without the Resident's orders. This is true; but, as I then suggested, the responsibility rests with the parukh, and if the management of the Pole's affairs continues in his hands there will be no difficulty in recovering from him any deficiency which may have, owing to his neglect, taken place in the rents of the first lease; but if he is dispossessed of the management, then he cannot be held responsible for any loss which may occur in the remaining years of the lease. Such being the case, at that time no fixed arrangement was entered into; and my sole object in offering the suggestions above alluded to was, that something might be done to preserve the proper farming and cultivation of the villages. I did not recommend that the lease should be renewed to the parukh for a less sum, nor did I say that the former lease was cancelled. What I said was this, that as the management was taken away from the lessees, and the lease thereby broken, they had become free from all responsibility. This was my sole meaning. I proposed a sum of 5,300 rupees on account of rents; and in the year Sumvut 1904 (A. D. 1848) the produce amounted to 5,578 rupees, from which, if a deduction of 275 rupees on account of fines is made, leaves a balance of 5,303 rupees as the amount of (jummabundy) fixed revenue, which nearly corresponds with the sum proposed by me. In Sumvut 1905 (A. D. 1849), from management, the revenues amounted to *Rs.* 5,563. 15. 3, from which, deducting fines and the sums to be paid to the grassias (*i. e.* a species of black mail) of villages of Jamboowara, leaves about 5,350 rupees as the amount of fixed revenue. But in that year, in the village of Kasseepoora, beegotee* had been levied on lands which had been fallow, which accounts for the increase of revenue, otherwise there would have been a deficiency of four or five hundred rupees. From this it appears that the amount proposed by me is very near the amount of the revenues collected about that period.

8th. In the 11th para. the Colonel asserts that I, in my second report, express no doubt as to the correctness of the revenue returns, although, in the two years' accounts which I had then under review, a falling off of 4,300 rupees below the contracted average is shown; but this assertion is entirely wrong. By reading the whole of the 5th para. of my July report, it will appear most clearly that I did notice the great deficiency in the amount of revenue credited to the account, and which made a material difference.

9th. In the 12th para. the Colonel charges me with a fault, for having in my third report, regarding the disposal of the money received from the Durbar, suggested the appropriation of it for the payment of the parukh. In reply to this, I beg to observe, that when an inquiry into the parukh's accounts were going on, and in order that no loss might occur on account of interest, I simply proposed, that as there would be a balance in favour of the parukh, the Resident should, provided he approves of the same, make over the money, and take a written agreement from him, to the effect that he will agree to refund the money to Government should they demand it, or that the amount be kept in deposit. Notwithstanding that this appears in the 11th para. of my June report, I was called upon to furnish another summary of the case, which I accordingly gave in, written in precisely the same manner. No such meaning can be attached to the tenor of my writing, that I therein sanctioned the claims of the parukh and recommended the liquidation of them, or that he had no just claims.

10th. In the 13th para. the Colonel's reasons for entrusting the investigation of the accounts to Baba Fudkey are stated, as also his object in forwarding an extract of his report; but a separate notice of this report will be found in the 12th para., therefore I shall abstain from mention of it here.

11th. In the 14th para. it is stated that Baba Fudkey had pointed out in his report that the greater portion of the parukh's claim against Gorajee Pole consisted of fraudulent and unnecessary charges, &c. With reference to this I beg to remark, that in 4th, 5th, 6th, and 7th paras. of Fudkey's report, grain, grass, agricultural expenses, and mussalas, these four items, amounting collectively to *Rs.* 4,213. 15., are stated to be an unjust charge. But this item commences from the month of Bhadurwa, Sumvut 1895 (A. D. September 1839), being eight years, and includes the period of management of Kandass Waghjee; therefore I cannot understand on what grounds the Colonel writes, and states that this item forms a large portion of the claim preferred by the present parukh, Jugjeewun Kandass, because, from the memoranda which accompany Fudkey's report, it appears that the sum expended in the time of the present parukh was only *Rs.* 1,789. 10. 9. Now, as the Fudkey has written so incorrectly, it does not appear from his report, or his memoranda of accounts, that after instituting strict inquiries into the accounts, testing the evidence and proofs, he has endeavoured to point out the discrepancies, but merely fixes a certain sum, whatever comes into

* A certain assessment on the beega.

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his head, for grain, grass, agricultural expenses, and mussala, and according to this amount he has settled upon a sum as being what he considers just expenditure, and anything exceeding that he looks upon as an unjust charge. Such mere imaginary discrepancies any one could easily point out; but he has evidently written without satisfying himself, from a minute inquiry, whether the expenses were really incurred or not. In a similar manner the Fudkey, in the 8th para. regarding the hereditary stipends, has written, expressing suspicions, but without defining them. It should not be construed from these observations of mine that there are no discrepancies in the accounts of the parukh; there doubtless may be such; but when Fudkey sat down to examine into this matter, he sent for the detailed accounts and vouchers, &c. of (modees) provedores and others, and looked over them. Notwithstanding this, he has showed no actual or real discrepancies, but has merely furnished a statement like a rough estimate. The whole of the detailed accounts should have been examined into through me. The Colonel shows that it was useless to look at the accounts on which the parukh established his claim, since the Baba's report was sufficient for that purpose. But I would observe, that on thoroughly examining the Baba's report, it appears to support the claims of the interested parukh, which I have clearly pointed out in my following 12 paras. The Colonel, in his same para., shows that Government is no way responsible, by Sir R. Arbuthnot's arrangement, for the Pole's liabilities. Only 5,412 rupees is guaranteed for expenses; thus a balance of 576 rupees is in the Pole's favour, against which is to be set off *Rs.* 337. 10. 7., the balance paid by the parukh to Kandass Waghjee on assuming charge, leaving the parukh a debtor to Gorajee Pole of *Rs.* 278. 5. 5. With reference to this, I beg to observe that the Colonel supposes that up to the end of Sumvut 1901 (A. D. 1845), the arrears then due amounted to only *Rs.* 337. 10. 7., which the parukh had liquidated; but this is not correct. On this point I have already detailed the particulars in the 3d clause of this para., therefore it is unnecessary to repeat them here. The agreement of 5,412 rupees was made for the current expenses; and as regards the balance due for the former year, which is noted in the deed of agreement, a due investigation should be made into the matter, and after coming to a decision thereon, he should be paid his dues. In the 9th para. of this address, I have already alluded to the receipt of the Government order on this point, and of an investigation having been instituted, on reference to which you will understand the case.

12th. In the last part of the 6th para. it is stated, that for the Sumvut 1904 (A.D. 1848) the patells at first refused to give more than 3,000 rupees, but that they are now ready to give 5,578 rupees. In reply to this, I beg to observe that this sum was for the revenues of all the three villages; and of this sum, exactly 3,000 rupees is for the village of Kasseepoora, and the figure of 3,000 rupees, offered by the patells, was for this village alone. These particulars are detailed that the Commissioner may understand the matter. If the Colonel had entertained suspicions against me in this affair, there was nothing to prevent him sending for the patells, lessees, the Pole, the paruck, and others, and inquiring into the affair in his own presence. Afterwards the Fudkey assisted in examining the accounts, and the patells, &c., were in attendance for upwards of six weeks while the investigation was going on, during which time the Colonel might have inquired the particulars of the lessee patells. Why were their depositions not taken at the same time as mine, and the case settled at once?

Para. 12. I shall briefly reply to the report made by Baba Fudkey, on his being directed by the Colonel to examine into these accounts, and which has been recorded on this case.

1st. In the 1st para. he writes ambiguously regarding the carelessness of the native agent. In reply to this, I beg to remark that the management, up to the end of Sumvut 1900 (A. D. 1844), was antecedent to my arrival here, and I have detailed the subsequent proceedings in the preceding para., from which you will have already arrived at the particulars. After the villages have been made over to the management of other parties, it appears to me impossible that the native official of the Residency could maintain such arrangements as to prevent discrepancies occurring. If he is called upon to preserve a just surveillance, then the whole management should be entrusted to his care. Unless this is done, it is needless to charge, in an undefined way, the official with the fault of having neglected to attend to the management.

2d. In the 2d para, the Fudkey expresses his surprise that, without the order of the Resident, the lease which was given in Sumvut 1901 (A.D. 1845) should have been broken; and that the lessee patells, in their depositions taken on the 2d December 1847, state that they made known the circumstances at the Cutcherry; and the Fudkey thereon asserts that at the time the lease was broken all the Residency people must have been aware of the fact. In reply to this, I beg to observe that the Fudkey's statement, that judging from this deposition of December 2d, 1847, I must have been cognizant of the abandonment of the lease is untrue, because he, in the same para., states that it cannot be premised from this deposition that the lease was entirely cancelled, for that the lightness of the crops in the Sumvut 1902 (A. D. 1846) appears solely mentioned therein. He further remarks, that an arrangement ought to have been entered into in Sumvut 1903 (A. D. 1847), but as I was not aware, in 1902 (A. D. 1846), of the lease having been cancelled, how could I make any settlement in Sumvut 1903? Full particulars on this head will be found in the 8th clause of the 10th para. of this defence. It is also stated that the question put to the lessee patells regarding the Sumvut 1904 (A. D. 1848) is improper. With reference to this I would observe, that I put the question regarding the management of Sumvut 1904, after I became aware of the circumstance that, in Sumvut 1902 and 1903, the farms had been kept in hand, and the net produce only realised. From this, the conclusion cannot be drawn that I was aware

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aware of this fact before that time. In short, although the Fudkey was well aware that on the Paruck's breaking the lease, he was the only person responsible for that act; yet he forbears all references to this subject; while to save the Parukh, but through enmity to me, he, in order to fix the blame of being previously cognizant of the fact upon me, puts this interpretation upon the deposition.

3d. In the first portion of the 3d para., Fudkey states, that "in the deed of agreement between the Parukh and the Pole it is written that the arrears due up to the end of Sumvut 1901 (A. D. 1845) are to be paid, but the sum, or to what date the debt goes back, is entirely omitted. This is not right." In reply to this, I beg to observe, that in that agreement is mentioned on what account the arrears are due, particulars of which you will fully understand on reference to my replies to the questions No. 11 and 17 in my deposition. He further remarks, that "as Government did not maintain the supervision of the terms of the agreement, the contract to pay the sum agreed on in the lease, viz. 5,701 rupees, was broken." With reference to this I have to observe, that as the Paruckh was the responsible person, what occasion was there for Government exercising their supervision? Thirdly, he asserts that although the Paruckh had engaged to furnish, for the expenses of the paga, 5,412 rupees annually, yet from his accounts of Sumvut 1902 (A. D. 1846) a larger expenditure appears, which I ought to have brought to the notice of the Resident. My reply to this is, if the Paruckh had expended more than the sum agreed on, the affairs rested with him; and when his accounts were given in they were tested, the particulars of which I have detailed in the 3d clause of my 11th para.

4th. My replies to the 4th, 5th, 6th, 7th, and 8th paras. of Fudkey's report will be found in the 11th clause of the 11th para. of this defence.

5th. The Fudkey in his 9th para. states, that "under the head of Soukar's Khuruch the Paruckh had debited to the Pole the sum of *Rs.* 324. 8. on account of (sirpao) presents, which is incorrect, because the sums have been lent on Government security, and consequently this item appears an improper charge." In reply to this I beg to remark that this is written through an interested motive, because, by disallowing this trifling amount through collusion with the Parukh, he left it to be inferred that the whole of the Parukh's claims were guaranteed by Government.

6th. The Fudkey's 10th para. has nothing to reply to; and in the 11th para. he remarks that the Paga of the Pole is entirely disorganized, and quotes a similar case of that of Ahmud Khan Goodreeker. In such cases, of what advantage is it to quote other Pagas merely to raise doubts in the mind of Government? It is clear that the owner of the Paga himself must necessarily either be a shrewd fellow, or if the management of it is entrusted to another, then that person must have the power to act as he pleases.

7th. The Fudkey, in the 12th para. of his report, states in an indefinite manner that "the Pole having complained regarding several of the items of expenditure during the time that Kandass Waghjee managed his affairs, Sir Robert Arbuthnot decided justly regarding some of the items, and the others remained as they were." In reply to this, I beg to observe that, the above-mentioned gentleman investigated the matter, and decided upon such cases as he thought deserving, the particulars of which will be understood on a reference to reply No. 19 of my deposition.

8th. In para. 13 it is stated, that "in the Sumvut 1903 (A.D. 1847) the manager showed a great deficiency in the revenues, and that an inquiry into it cannot now be instituted." In reply, I have to observe, that in the 5th para. of my July report a similar statement is made. The Commissioner should therefore bear in mind that this person, not being one of the Residency establishment, could not at the time of the examination of the accounts discover or point out any discrepancies therein. Among the reasons given for the deficiency of the revenues in Sumvut 1903 (A.D. 1847) are, that the inhabitants of the village of Kasseepoora are principally Scindees, the poverty of the soil, &c.; but these reasons cannot apply to the Sumvut 1903, merely because in that year the revenues of that place happened to be less than the previous years. Besides, the Scindees inhabited the village before it was made over to the Pole by the Guicowar.

9th. In the 14th para. the Fudkey writes about the village expenses, regarding which I have already furnished an explanation in the 6th para. of my July report.

10th. In the 15th and 17th paras., the Fudkey alludes to the grass supplied by the Pole to Rupeekram and Sumputram. In reply to this, I beg to observe that the Fudkey has produced this insignificant matter to prove, to all outward appearances, that he has no collusion with the agents of the Parukh.

11th. In his 16th para., Fudkey says, that "the item of cart-hire for grass, *Rs.* 50. 8. is an unjust entry;" but it does not appear that he made inquiries of the agent of the Parukh concerning its correctness or otherwise; it is stated ambiguously. In the same manner, in the 18th para., there is an indefinite allusion made to 1,750 bundles of grass.

12th. In his 19th para., the Fudkey enters into particulars regarding the redemption of the villages. In reply to this, I beg to observe that by placing the villages under the management of one person, with full powers to act as he deems fit, a road will be opened for securing the redeeming of the land; but for such an event to come about, while the villages continue to be managed by two parties, will be very difficult.

Such is my brief reply to Baba Fudkey's report, touching upon each paragraph in succession; and I further beg to remark that I publicly told Rupeekram, the manager of Parukh Jugjeewun Kandass, and his goomashta, Girdhur Parukh, in the Kutchery, that they must credit in their accounts the deficiency in the amount of revenues, and the sum agreed on in the lease; and that if they gave the Pole a large excess, according to their pleasure, beyond

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what they were empowered to give, and deemed that the Government was guarantee for the same, they would find that such were not the terms of the agreement. Upon this they commenced an altercation with me, and have since then entertained an enmity against me, and endeavoured by every means to prevent an inquiry being made through me. Sumputram, the brother of Russeekram, was employed in the office of Mr. Macdonald (who was then bazar master of the camp), and was also a partner with Jugjeewun Kandass, in the village superintendence. This Sumputram, Baba Fudkey, and two or three individuals residing in cantonment, but whose names it is needless for me to publish here, were all very great friends, and the Colonel, wrongly impressed with the idea that I was in collusion with the Parukh, entrusted the investigation of this case to one of them, this Fudkey. He, to make it outwardly apparent that he had no collusion with the Parukh, in the 3d para. of his report, shows the fault and neglect of that individual, by stating that he had not acted up to the terms of his contract; and having thus briefly detailed his folly, he, in the 15th and 17th paras., produces the insignificant item of the grass as a discrepancy; but the main object of his writing is to confirm all the claims of the Parukh, in the following manner:

Firstly, From the tenor of his report, it is clearly evident that he is anxious to free the Paruck from all responsibility in having cancelled the lease, and taken the management of the villages into his own hands; and although he was well aware that in such cases the responsibility rested entirely with him, yet he has made no distinct statement of this fact in his report, but urges the false pretext, that the lease was abandoned with my cognizance.

Secondly, In his third para., he blames the Parukh for having omitted to state in the agreement the amount of arrears due, and from what date recoverable; and in his ninth para. he infers that the whole of his claims are secured by Government guarantee, with the exception of the solitary item of 324¾ rupees, on account of (sirpao) presents, which he disallows. Further, this Fudkey, with respect to the sums given by the Parukh in excess of the amount agreed upon for the current expenses of the Paga, viz., 5,412 rupees (for which the Parukh was alone responsible), without distinctly pointing out such responsibility in his report, attributes the fault to me. On examining the Parukh's accounts, after the receipt of the instructions of the Bombay Government, two or three fraudulent items appeared in the debtor side, which had been entirely omitted to be noticed by the Fudkey in his report, while he merely states in an undefined manner that the debts appear to be irregular. In short, if this report bear the inspection of a master's eye, it will become apparent that, by his cursory allusion to the Parukh's mistake and negligence, and by fixing the blame upon me, that his aim is to forward the ends of the former. I am not in any way in league with the Parukh, but Sumputram and others entertain a hatred against me; however, regardless alike of their friendship or hatred, in whatever affairs I am engaged I act in accordance with the rules of justice and to the best of my ability; in this manner I have acted in the present case, and I have all along, in accordance with this custom, been in the habit of giving the Colonel, as well as his predecessors, information on all its details. I take God as my witness of this.

Para. 13. It would appear from the evidence of Mr. Battye and Mr. Hykoop, and Narrain Rao Chimnajee, given in this business, that I did not show the Colonel the endorsement entered on the agreement, drawn up between the Parukh and the Pole by Sir R. Arbuthnot, securing to it the Government guarantee, but that he (the Colonel) first became aware of the circumstance in September 1850. The Colonel also now asserts that I even failed to bring this endorsement to the notice of the late Mr. Andrews, with reference to which I beg to reply as follows:

1st. In August 1846, Mr. Andrews sent in a report of this case to Government, at which time he enclosed therewith an autograph translation of the agreement in question, which he had himself made. At the time of preparing it, he took the deed of agreement in his own hand, and after reading the endorsement entered underneath, word for word, he observed to me, that "if you read over this endorsement, you will perceive that the (Goozerattee) word 'agur,'* which appears therein, has no connexion with the meaning of it;" and made some other remarks. That gentleman has further clearly stated in his report, that Sir R. Arbuthnot had guaranteed the agreement by the endorsement in question; therefore I beg you will consider how Mr. Andrews could possibly have written so without having seen both the deed of agreement or its endorsement.

2d. After I had given in my summary of the case in June 1848 to the Colonel, he sent a note to Mr. Hykoop in the office, and directed him to ask me in what manner Sir R. Arbuthnot had written the guarantee endorsement; to which I replied, that in August 1846 Mr. Andrews had translated the agreement, and referred to him to that for the meaning of the endorsement. On this he looked up the paper referred to, and after examining it, said to me, "It appears that the copy of the endorsement has been omitted to be copied in underneath." I then got out the original deed of agreement, and showed it to Mr. Hykoop. In my July summary, the endorsement is quoted as it was translated in Goozerattee, and at the time of translating this summary into English, Mr. Hykoop said to me that he would copy the English endorsement itself, and that there was no necessity for translating it from the Goozerattee version of it. Whether he ever filled in the English version in his translation afterwards or not, I cannot say. The Colonel had assuredly seen this endorsement; if he had not, how could he have questioned me on the subject in the 17th query he put to me on my examination? And, in my answers to questions 11 and 14, I have fully explained this matter.

3d. When Baba Fudkey received all the necessary papers to enable him to prosecute his investigation,

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nvestigation, this paper (the deed) was first handed over to him; and in the latter part of the 3d para. of his report, the whole guarantee endorsement is written in full, and it is not probable that the Colonel has not had a translation of this report made, and not observed the circumstance.

4th. On a perusal of the report sent in to Government by the Colonel on this case, dated 7th September 1848, it does not appear therefrom that at that time he was ignorant of the purport of the endorsement alluded to.

The above is a very brief substantiation of my asseverations, but if the Commissioner still entertains doubts in his mind, he should bear in mind that this deed of agreement was the sole basis on which this investigation was founded; therefore, how could it have been carried on without its having been seen? I cannot further enlarge on this subject.

Para. 14. The deposition of Russeekram, the agent of Parukh Jugjeewan Kandass, dated 30th June 1849, has been marked (I.), and recorded on the proceedings, because it does not bear the Resident's signature, which has led to a dispute about it. In reply to this, I beg to observe, that on the receipt of the Government decision, in reply to the report sent in by Colonel Outram on the Pole's affairs, an investigation was instituted into the amount due by the Pole to the Parukh in the presence of Mr. Battye; at which time Russuckram was frequently directed to give in the detailed accounts of the large debit balance shown against the Pole, but he would not produce them. On this, by that gentleman's orders, questions were put to him regarding every item of the account, and his answers taken down. Narryen Row and Babajee were in the habit of sitting near Mr. Battye, and carrying on the writing part of the business, and how that gentleman's signature has been omitted in the present instance, whether from forgetfulness or otherwise, I know not. On examining the paper in question, it appears to contain nothing of consequence, but merely the replies to questions put regarding each item of the account, for the purpose of elucidating the same, and bringing to light the detailed account. There are other proceedings on record in the office, to prove that this case was further inquired into in the presence of that gentleman.

Para. 15. Certain papers found among the dufters, taken from the house of Dhunju, the deceased village accountant (Tullatu), of the village of Kasseepoora, have been recorded in this case, to which I beg to submit the following remarks:

1st. There are three papers of the year Sumvut 1901 (A. D. 1845), the purport of which is that the total amount of revenues of the above-mentioned village for that year is *Rs.* 2,587. 8. 6.; and there is an entry of *Rs.* 527. 4. having been expended therefrom, on account of expenses, leaving a net produce of *Rs.* 2,060. 4. 6. In reply to this, I have only to observe that the lessees had the management that year, and the terms of the agreement were acted up to.

2d. There are four papers of the year Sumvut 1902 (A. D. 1846), the purport of which is, that the gross produce of the village for that year was *Rs.* 4,231. 2. 3. In one paper the expenses appear to have been 556 rupees, which if deducted leaves a net produce of *Rs.* 3,675. 2. 3. In another paper the expenses are stated as *Rs.* 487. 4.; according to which, if a deduction is made, then the net produce will amount to *Rs.* 3,743. 14. 3. In the third paper (waste sheet), the gross produce is shown to be *Rs.* 4,199. 10. 3. This paper was not produced at the former inquiry into the accounts; therefore unless it is compared with the accounts for that year sent in by Russeekram, the result cannot be known.

3d. There appear two papers of the year Sumvut 1903 (A. D. 1847). In one the gross produce is shown to be *Rs.* 2,638. 3. 9., while in one part of the paper the expenses are stated as *Rs.* 561. 4. and in another *Rs.* 644. 8.; thus leaving a net produce of *Rs.* 1,993. 11. 9., or *Rs.* 2,076. 15. 9., according to which sum is deducted. In the other the gross produce appears to be *Rs.* 2,622. 4. Regarding these, if they are compared with the accounts given in by Russeekram, as suggested in my preceding clause, the result will be known.

4th. There appear four papers and one chopdee of the year Sumvut 1904 (A. D. 1848). The purport of the papers is, that the amount of gross revenue as fixed (jummabundy) is 3,501 rupees, and the expenses of the village are stated as *Rs.* 595. 10. 3., leaving a net revenue of *Rs.* 2,905. 5. 9. In the chopdee the gross produce is stated as 3,261 rupees, and in another paper (waste sheet) as *Rs.* 3,216. 15. 9. The amount entered in the chopdee for the year Sumvut 1904 (A. D. 1848) agrees with the latter.

5th. In the chopdee for Sumvut 1905 (A. D. 1849) something more than 3,200 rupees has been entered as paid.

6th. There appear two chopdees and three loose papers for the year Sumvut 1906 (A. D. 1850), in which the gross produce is stated as *Rs.* 5,336. 5. The management of this year was conducted by the Guicowar.

There further appear two more papers, one of which purports to be a lease of the village of Kasseepoora, given by Gorajee Pole, in the year Sumvut 1904, for five years, to the patells of that place, for a yearly revenue of 3,501 rupees, and the other the agreement furnished by the patells in question, on that account. The Pole may have effected this himself, but I know nothing about it.

The above is my reply to the papers in question.

Para. 16. A tallebund account appertaining to the Residency office has been recorded in these proceedings. In it the produce of the villages for the year Sumvut 1905 (A. D. 1849), after deducting all expenses, is shown to be *Rs.* 5,567. 15. 3, but in this amount is included a sum of *Rs.* 83. 12. on account of fines. Out of this it appears to me that there is still a sum to be deducted on account of the "grassias"* of the village of Jamboowada. I beg to

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* Black mail.

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remark here, that a mehta had this year been sent to attach the villages on the part of the Resident, through whose means they were, with the assistance of the contracting Patells, managed direct.

Para. 17. A yad from the Guicowar government regarding the produce for the year Sumvut 1906 (A. D. 1850) has been recorded. In that the produce, after deducting expenses, is shown to be *Rs.* 7,741. 11. 3., but what the amount on account of fines, mohosul and others, &c. are not separately detailed. However, I beg to remark,

1st. These three villages are managed on the ("bhag buttan") revenue in kind system, and not on that of the "begotee," or "khata bundy" (the former a system of assessment peculiar to Goozerat, and the latter some specified arrangement). For this reason there is no certainty of the yearly revenues being always the same; but it entirely depends upon the goodness of the crops and the price of the grain; and it also requires great management and care to preserve the grain. In this country there are many villages managed on the "bhag buttaee" system; and if the total produce of five or 10 of these, for the last 10 or 12 years, are inquired into, it will be at once apparent how great a difference there is in the produce of one year from that of another. In my 15th para. I have stated the amounts of revenues as taken from the papers found in the house of the late "tullati" * of Casseepoora; and I beg you will remark what a difference there is in the accounts for the different year, of Sumvut 1901, 1902, and 1903 (A. D. 1845, 1846, and 1847). In the amount of produce mentioned in the commencement of this para., *Rs.* 7,741. 11. 3., is included an item of *Rs.* 1,950. 10. 9. on account of ("leevaee jumma") extra collections, all of which do not appear to have been made justly and in accordance with the former customs of the village, but several new taxes have been put upon them, and the revenues thus increased. In this year there were excellent crops of rice (in the husk) and cotton, and the price also was good; and there was but one manager, who exercised absolute authority; consequently the revenues may have increased.

2d. These villages were granted by the Guicowar government, in A. D. 1819, to Gorajee Pole, in lieu of "nemnook," computing the revenues derivable therefrom at 7,200 rupees; but they did not realise so much, and the Guicowar government was in the habit of making good the yearly deficiency; however, as there was no fixed agreement so to do, in A. D. 1824, a dispute arose about it. At that time the Guicowar Sircar agreed to pay annually as far as 1,000 rupees, on account of the deficiency; but the agreement further stated, that if the deficiency was less than 1,000 rupees, the amount thereof was only to be paid, and the amount itself, if it exceeded. This was acted up to for several years. Afterwards a new tax was levied on the Poles, "nemnook †", which the Guicowar government commenced deducting from this 1,000 rupees, which gave rise to a dispute; and a long correspondence ensued. In the meantime the Bombay Government preferred a claim on the Guicowar government for the payment of the thousands of rupees lost by the deficiency. The Commissioner should bear in mind, that if the gross total of the revenues was such that no deficiency ever occurred, but on the contrary an increase, then how does it happen that the Guicowar government made good the deficiency for so many years, and during this dispute never proposed to take back the villages, and pay the amount of nemnook in cash? If it be urged that this deficiency may have been made good from ignorance of the matter, to this I would submit, that these villages are within a short distance of Baroda, and under the jurisdiction, and are surrounded with villages of his Highness; and such being the case, how is it possible that his mamlutdars, karbaree, and others, should have remained ignorant of their resources?

In a word, there should be but one person placed in authority to arrange and settle the produce of these villages, and the person to whom such management is entrusted should take an interest in it. If this is not done, then the reasons of the deficiency are perfectly clear. The produce shown above is for one year only; therefore, by noting the revenue of the succeeding years, the actual amount will be known.

Para. 18. In fine, since my arrival here within six years, seven gentlemen have had the charge of the Residency, whose dispositions, and opinions, and behaviour have been distinct one from the other. For this reason, in such a case as the present one, rule was not followed; occasionally changes have taken place. If a satisfactory arrangement is at any time brought about, the gentlemen take all the credit to themselves; but if any contrariety should arise, or appear to do so, then the blame thereof devolves upon people in my situation. It rests with my judge to take this matter into consideration.

Para. 19. In this case the report of the Colonel, dated 7 September 1848, has been recorded, and I therefore request that the Government reply thereto may be recorded also.

(signed) *Nursoo Luxoomun,*
late Native Agent, Baroda Residency.

Baroda, 25 July 1851 (Friday).

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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* Village accountant.

† Stipend.

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(S.)

No. 204 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

1. I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, No. 215, dated the 7th September last, with enclosures, reporting the result of his inquiries into the affairs of Goorajee Pol, a pagadar of his Highness the Gaekwar, holding the British guarantee, and to convey to you the following observations and instructions thereon.

2. With reference to paras. 2 to 13 of his report, in which Colonel Outram explains the reasons which obliged him to obtain the assistance of Vinaik Moreshwur Furke, a person not in the employ of Government, in investigating the claims of Paruk Jugjeewan Kandass against the Pol, I am desired to inform you that Colonel Outram was justified, when his suspicions were excited, in making use of extra aid in prosecuting his inquiries into this case, but that he greatly erred in seeking it from a person whose employment in a political office had before been forbidden by Government; a procedure which makes it evident that he could not have examined the records of his office in which the correspondence concerning this person existed.

3. With reference to the suggestions in para. 14, for the adjustment of the Paruk's asserted claims against Gorajee Pol, his Lordship in Council directs that the banker be held bound by the terms of the agreement guaranteed by Sir Robert Arbuthnot; under which a yearly expenditure of (5,412) five thousand four hundred and twelve rupees should be admitted, as well as such arrears, according to the agreement, as may be proved to have been paid. But Government can in no way be responsible for the adjustment of any other payments which the Paruk have made to the pagadar.

4. The annual amount of the seven years' lease to the Patels of the village revenues, must also be considered as the yearly revenue received by the banker, viz., (5,700) five thousand and seven hundred rupees; so that, according to Colonel Outram's calculation, Gorajee Pol will be on the two years a creditor to the amount of (*Rs.* 278. 5. 5.) two hundred and seventy-eight rupees, five annas, and five pies; but as there are said to be other advances made to Gorajee Pol, this sum should be left at his credit with the banker. You will be pleased to inform him of this decision, and at the same time intimate that he is at liberty to recover it, or allow it to be carried to his account, as he may wish; but that Government will not interfere to recover it for him, as it is evident that much of the embarrassment of the case has been caused either by his connivance or imbecility.

5. Colonel Outram's proceedings, as reported at the commencement of his 16th para., and his suggestions for making the Patels abide by their seven years' contract, are approved by Government. In short, the Paruk and the Pagadar should be mutually bound to adhere to the terms of their engagements, and the Patels who leased the villages for seven years should likewise be held to their contract, and with respect to any pecuniary transactions between any of the parties not under the British guarantee, you should abstain from all interference.

6. With reference to para. 17, I am desired to inform you that if there are no other claims against the pagadar than those discussed in the present report, the arrears of the payments from his Highness the Gaekwar should, to such extent as you may report advisable after defraying the arrears guaranteed to the banker, the amount of which ought to have been specified, be retained in the Treasury as a fund wherefrom to meet the expenses which have annually to be incurred on account of the paga, previously to the realisation of the revenues.

7. In submitting his report under reply, as well as in his report on the case of Govindrao Gaekwar, No. 209, of the 31st August last, Colonel Outram has represented the conduct of the Native Agent, Nursoo Lukshmun, as open to the gravest suspicions, either of apathy and disregard of his duties to Government, or of culpable collusion with fraudulent and unprincipled parties.

8. His Lordship in Council considers it to be due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this Residency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant, for three lives, of a village, of the annual rental of (1,200) twelve hundred rupees; that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted, and that if any doubt still remain, opportunity should be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

9. The gravamen of Colonel Outram's charge in this case is, that Nursoo Punt did not assist him as he ought to have done in the investigation of the case of Gorajee Pol, whether

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" from apathy and most blamable carelessness, or culpable collusion with the Paruk in the frauds the latter has been carrying on." His Lordship in Council, however, after a most careful perusal of the papers, finds no sanction whatever for either of these charges.

10. Colonel Outram, I am desired to observe, has viewed the office of Native Agent, and the duties required of him, in an erroneous light. He would, as is very apparent throughout his examination of Nursoo Punt of the 26th August, render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but what the Native Agent dictated to him.

11. His Lordship in Council is of opinion that the answers given by Nursoo Punt to the queries put to him are quite satisfactory. He seems in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. Government may not agree with him in his opinion as to the necessity or expediency of relieving the Patels from their seven years' engagement, or granting them more favourable terms; still there is nothing to blame in that opinion; and it is probable that many persons, if they thought the terms too hard (Furke's Report, para. 13, art. 1st, admits that there were losses), would have deemed it right to make some abatement. This, I am desired to observe, is contemplated in the lease itself, in the concluding clause of which it is particularly specified that if, on an examination of accounts, it appears that the lessees are losers, the Resident will grant a remission; a fact which the Resident has nowhere noticed in his proceedings.

12. But the question of the rent of the villages, so far as the Patels are concerned, is a matter wholly foreign to the principal subject, which is the state of the account between Pol and the Paruk. The bond of 14th January 1846 distinctly lays on the Paruk the obligation of maintaining the leases. He might make with the Patels any arrangement he pleased; still he was answerable to Pol for the whole sum, and Government cannot perceive that there was the slightest necessity for any inquiry into what the Paruk really got from the villages, nor for any investigation into their management, so long as the Patels did not themselves complain of extortion or any violation of their contract, or the Paruk of being unable to realise his dues.

13. Furke's Report of August 1848, if true, shows that the villages are mismanaged; probably they are so, but this is irrelevant to the question at issue; and his Lordship in Council is unable to understand how any portion of that report reflects on Nursoo Punt. It was not part of his duty to manage the villages, or to see that the contract was observed, that the Pol was not defrauded, or that the village lands were not alienated.

14. Nursoo Punt may have conscientiously thought that the village lease was far too high a sum. He did not make those minute inquiries (nor could he be expected to make them) which Furke carried on; reasoning generally from what the parties may have stated to him, he might, without any imputation of fraud, have formed that opinion. But, as before observed, this is quite a matter of indifference. If the Paruk chose to relieve the Patels from their contract to pay (5,701) five thousand seven hundred and one rupees annually, this could not relieve him from the obligation to give Pol credit for that sum.

15. Colonel Outram alleges, in para. 7, much that is to the discredit of Nursoo Punt, in regard to what is termed the cancelling of the lease, but the reasonings of that officer are not concurred in by Government. The lease, in reality, is not cancelled; it is in force to this day. It cannot be cancelled without the sanction of the Resident, and that has never been given. There is no reason for believing that this fact was not as well known to the Acting Resident, Mr. Andrews, as to the Native Agent. The lease was, by the Pol's bond of the 14th January 1846, placed in the Paruk's hands. If he chose to " relinquish the security," this was his business. So long as he did not complain to the Resident that the Patels did not furnish security or pay the full amount, there was no necessity for the Resident, or any one connected with the Residency, to know whether the lease was enforced or not.

16. And even if Nursoo Punt was informed of the facts of its being so (which, however, is a mere assumption), this is no crime. He affirms (*vide* answer to query 24) " that it has always been customary to transact business in their (the Resident's) presence, and the Native Agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say was said before the Resident," &c. His Lordship in Council believes this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the Native Agent saw everybody, knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption that he concealed it from fraudulent motives.

17. As regards the account between Pol and the Paruk, his Lordship in Council quite concurs in the decision which Nursoo Punt advocates. He distinctly says that the Paruk cannot claim the Government guarantee to any sum beyond that advanced by him to the Pol for the payment of arrears due for the expenses of the paga and the annual sum of (5,412) five thousand four hundred and twelve rupees. It is true the amount of arrears is not given in the bond. It ought, undoubtedly, to have been so, but to provide for this was the duty of the Resident and not of the Native Agent, who declares (and there is no reason to doubt his word) that the whole transaction was conducted by Sir Robert Arbuthnot in

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person. It is unfair to impute blame to the Native Agent for the Resident's acts or omissions.

18. The Paruk claims a large balance from the Pol for sums advanced annually beyond the stipulated amount of (5,412) five thousand four hundred and twelve rupees. Nursoo Lukhsmun distinctly states that for this the British Government is not guarantee (*vide* answer to 17th question, at its conclusion). In so doing, his Lordship in Council can perceive no desire on the part of the Native Agent to aid the Paruk in an unjust demand.

19. Colonel Outram dwells much on the obligation which the Paruk had entered into the bond not to expend a rupee beyond a certain sum, (5,412) five thousand four hundred and twelve rupees. *Vide* para. 6, of his letter, in which he further states, "neither does the Native Agent in his report, nor did he even do so verbally, bring to my notice that the Paruk was pledged in his bond to limit the expenditure to (5,412) five thousand four hundred and twelve rupees."

20. After a very careful perusal of the bond, his Lordship in Council can find no such stipulation or pledge. The Paruk binds himself to pay yearly for the expenses of the paga (5,412) five thousand four hundred and twelve rupees, but there is not a syllable of pledge that he will not advance a single rupee more. The Native Agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of (5,412) five thousand four hundred and twelve rupees was the minimum account which the Paruk bound himself to expend, and the maximum amount for which Pol's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more, he became a mere ordinary creditor of the Pol for the excess.

21. Whatever were the conditions of the bond, Colonel Outram was as able to know them as Nursoo Punt himself. The bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nursoo Luximon, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it, or that he would have been so egregiously blind as not to see that if, from any improper motive, he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected.

22. How far the Pol is liable for sums which the Paruk can prove to have been paid to him, or by his authority, beyond the arrears and the annual sum of (5,412) five thousand four hundred and twelve rupees, is another question. For the recovery of such excess the Paruk clearly can claim neither the interference of the Resident nor the possession of the villages. But he is not prohibited from urging his claim before a competent court; Government would, in all probability, as it is bound to maintain the efficiency of the paga, not permit any tribunal, if it thought the demand against the Pol just, to interfere with the management of the villages assigned for its support, but it could not object to its liquidation from any other property that the Pol might possess.

23. On these grounds his Lordship in Council cannot see any great impropriety in Nursoo Punt's suggestion, that any sum really due to the Paruk beyond the (5,412) five thousand four hundred and twelve rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If the Pol really owed such a balance (and this Colonel Outram does not doubt, *vide* para. 14), he might have justly thought that it should be paid, although there were no guarantee to it. This would have been at least a better mode of disposing of the money received from the Durbar, than to make it over to Pol, who would at once have squandered it; and it is solely from a desire on the part of Government to avoid any interference in unguaranteed affairs, that I am directed to instruct you, when the expenses alluded to in the 6th para. of this letter shall have been provided for, to make the balance over to the Pol instead of his creditor. Should any competent court make an award against him, the remainder of these balances should be held available in liquidation of it, in preference to the measure now directed of paying them to Pol.

24. Matters might, in the opinion of Government, have been better conducted had the villages been managed by the Resident; but so long as the Paruk is considered bound to give Pol credit for the amount of the seven years' lease, it is clear, as urged by Nursoo Punt, and admitted by Colonel Outram, that this could not be effected without a previous settlement of the Paruk's claims; in fact, his consent was obviously necessary to the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

25. When Nursoo Punt was asked by Colonel Outram why this arrangement had not been carried out, he stated this objection, and also that it was requisite previously that the answer of Government should be received as to the exact amount available from the arrears of the 1,000 rupees per annum paid up by the Gaekwar. This second reason Colonel Outram stigmatizes as a mere excuse for delay. To his Lordship in Council, however, it seems a valid reason, because, until that answer was received, the account between Pol and the Paruk could not be adjusted, and there is, therefore, nothing suspicious in Nursoo Punt's having advanced it.

26. There appears, moreover, nowhere throughout these proceedings any admission by Nursoo Lukshmun of the correctness of the Paruk's account of the sums disbursed by him to,

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to, and by order of, the Pol. Colonel Outram does not allege that Nursoo Punt ever examined them in detail, and his Lordship in Council understands them to have been received from the Paruk subsequent to the Resident's suspicions having been excited; had Nursoo Punt examined these accounts and proposed to allow the Paruk credit for objectionable or unreal items, then there might have been some reason for doubting his uprightness.

27. Although the Right honourable the Governor in Council is of opinion that Colonel Outram, with his suspicions excited, was justified in employing another person than the Native Agent in the investigation, he is also of opinion that Colonel Outram's grounds for suspicion were unsound, and that it is therefore much to be lamented that he entrusted to another a duty which he ought to have required Nursoo Punt to perform. His integrity would have been fairly tested had he been entrusted openly and with that confidential expression of his own views which is due from a Resident to a native in such a situation, with the scrutiny into the Paruk's accounts.

28. On a careful consideration of the circumstances of the case, his Lordship in Council is of opinion that there are, as shown in the papers before Government, not sufficient grounds for any suspicions that, in this affair of Gorajee Pol, Nursoo Punt has acted otherwise than as a faithful servant of Government. Colonel Outram appears to Government to have exacted from the native agent a duty and responsibility of a very unusual nature; one, in fact, which ought more properly to have devolved either upon himself or his assistant. When, moreover, the Resident was dissatisfied with the manner in which the duty had been performed, the Native Agent was subjected to a most searching cross-examination, from which he escaped without any criminatory matter being elicited against him; his replies to the Resident's interrogatories being candid and straightforward, and not those of a guilty man.

29. The charges against Nursoo Punt, arising out of the case of Govindrow Gaekwar's debt to the firm of Hurree Bhugtee, are:

1st. That his report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2); and to cite Colonel Outram's words in para. 6, "he neglected to point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is."

2d. That he did not produce or allude to the accounts marked (E.) and (G.), which had previously been given in by the Sowkar.

30. Nursoo Punt's report (B.) is, I am desired to observe, simply a statement of the facts of the case. It does not appear that in it he committed himself to a single opinion. It therefore by no means bears the character that the Resident has given to it (para. 2), as embodying Nursoo Punt's views on the demand. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In his answer to the first question in his examination of the 31st August (D.) Nursoo Punt observes that he was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment.

31. In his examination (D.) his opinions on the transactions are to be found. He would at once unravel the intricate knot by giving, as interest, only a sum equal to the amount of the principal; an opinion in which, on a careful consideration of the case, Government has concurred, as intimated to you in my letter of the 15th ultimo, No. 5249, and after this it is quite unnecessary to go further to decide in his connivance at a fraud, or his collusion with the firm; and this fact at once acquits him of all participation in the injustice which the firm may have desired to perpetrate.

32. On the second charge, Nursoo Punt admits that the documents (E.) and (G.) had been received in the office at the periods of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844) had escaped his memory. He gives a detailed account of the search being made for its discovery and that of the memorandum of 1842, and he attributes the difficulty of finding them to the impossibility, with the existing establishment, of keeping the duftur in proper order, and registering all the documents received.

33. This story is plausible; the question is whether it is true. Colonel Outram (para. 5) admits the possibility of its being so, but he took no steps to ascertain the fact. There is no examination of the karkoons as to the circumstances of the search, and no explanation whether the duftur is in the state alleged, and whether, from the inefficiency of the establishment, it is necessarily so.

34. Government has before it the bare fact that the documents were missing, and were subsequently discovered. Were there the slightest grounds for suspecting collusion between Nursoo Punt and the firm, his Lordship in Council would not hesitate to view it with some suspicion; but the only known circumstance bearing on this point at all, viz., his suggestion that interest should not be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

35. Under these circumstances, and considering the high and honourable character which Nursoo Punt has ever borne, his Lordship in Council has no hesitation in expressing his belief of his statement, and cannot think that such a want of memory as he has unfortunately displayed, should of itself suffice to brand him with ignominy and to neutralize the merits of a long and unblemished service.

36. There

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36. There can be no doubt that Colonel Outram himself overlooked Mr. Remington's report on the causes of Vinaik Moreshwur Furke's disqualifications for political office, and the decision of Government founded thereon. They are, nevertheless, on the Residency records, and this fact proves that documents may be lost sight of without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to Nursoo Punt by Colonel Outram.

37. With respect to the employment of Vinaik Moreshwur Furke in investigating Gorajee Pol's accounts, I am again desired to express the opinion of Government that it was both improper and injudicious, not only under the recorded opinion of Government that this person was not eligible to be employed in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a referee on any matter in which the native agent was concerned, since Furke was not only a rival candidate for the office of native agent, when Nursoo Lukshmun was appointed in 1844, but now aspires to succeed him in the event of his removal; and Colonel Outram, notwithstanding the opinion of the Government of 1844 (in which his Lordship in Council entirely concurs) of his ineligibility for this responsible office, has actually proposed that Vinaik Moreshwur should be appointed on the retirement of the present native agent.

38. His Lordship in Council feels himself compelled to enter at some length into the charges alleged against Nursoo Punt, because, while it is an easy matter, and requires but few words, to cast imputations on a native servant, and on general considerations to declare him fraudulent and untrustworthy, his relief from such imputations cannot be so summarily effected. The characters of native servants of high rank and standing ought to be objects of the peculiar care of Government, which should not admit of their being assailed lightly, or on grounds not shown after severe scrutiny to be sufficient.

39. In conclusion, I am desired to inform you, that so far from concurring in Colonel Outram's opinion, his Lordship in Council is persuaded that the examination into the cases before Government has removed from Nursoo Lukshmun all suspicion of misconduct in respect to them. Under these circumstances, it is unnecessary even to inform him of the nature of the imputations cast on him (which seems not yet to have been intimated to him), or to require explanation on any single point in these transactions.

I have, &c.

Bombay Castle, 12 January 1849. (signed) *A. Malet*, Chief Secretary.

(T.)

No. 1569 of 1846.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to
Sir *R. K. Arbuthnot*, Bart., Resident at Baroda.

Sir,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of Mr. Ogilvy's letter, No. 375, dated the 12th December 1844, forwarding translation of a correspondence with his Highness the Guicowar, relative to the nemnook of Goorajee bin Soobhanjee Pole.

2. In reply, I am desired to observe, that from the records of the secretariate, it appears that Soobhanjee Pole, the first member of the Pole family with whom the British Government had any connexion, was formerly killedar or commandant of the fort of Kaira, and that the guarantee of the British Government was granted in 1803 to this killedar and his brother "Soobhajee," as the price of the former surrendering the fort and town of Kaira without opposition to the Guicowar Government.

3. This guarantee extended to the grant to the two brothers in perpetuity of a certain number of villages, of the value of 11,800 rupees, on the condition of themselves and successors maintaining a pagah of 34 horse.

4. In 1814 the sunnud conferring this grant was cancelled, and a fresh one granted exclusively in Soobhanjee's name, by which arrangement the former allowance was reduced to Rs. 7,193. 12. per annum, and a corresponding reduction was made in the pagah, the number of horse being reduced from 34 to 21; thus, it appears, was the original guarantee violated by his Highness the Guicowar.

5. In a letter dated the 15th December 1837, Mr. Malet, then in temporary charge of the Baroda Residency, reported that this guarantee had again been violated by his Highness the Guicowar, who had concluded a settlement with the Pole family, by which they had been left in a state of utter destitution.

6. This circumstance became first known to Mr. Malet in consequence of Gorajee Pole, the son of Soobhanjee Pole, and the representative of the family, having in a petition to that gentleman stated that he had entrusted the control of his pagah, and the management of the villages assigned for their support, to a banker, named Baba Natra, who, in the first

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first instance, stopped the allowance of grain for the horses, in consequence of which they died; and ultimately, in league with Veneeram, then in favour with his Highness the Guicowar, and the Resident's native agent, Brijlall, confiscated the villages for his own use, without assigning any provision for the support of the family; and that finally, by threats, but under a promise that the villages would be restored to him, Gorajee Pole was compelled to sign a release in full of all damages against Baba Nafra, although he had objected to various items in his accounts.

7. In reply to the above letter from Mr. Malet, the late Mr. Sutherland, who had intermediately been appointed Resident at Baroda, was, under date 27th March 1838, directed in the first instance to inform his Highness the Guicowar of the particulars of this case, and to communicate to his Highness the hope of Government that he would co-operate in exposing the fraud which had been committed, by requiring Baba Nafra to produce his accounts.

8. On the 31st May 1839, Mr. Sutherland forwarded to Government translation of the correspondence which had passed between the Guicowar and himself on this subject. The result was altogether unsatisfactory, since the Guicowar had espoused the cause of Baba Nafra, and contended that no investigation was necessary; as therefore his Highness would not compel Baba Nafra to produce his accounts, and as there appeared every reason for believing that his Highness had himself been instrumental to the destruction of the Pole's pagah, Mr. Sutherland suggested that a sum equal in amount to the income of the villages during the period they had been in the hands of the Guicowar should be demanded from his Highness, and that the villages should without delay be made over to the Pole family.

9. These arrangements were approved of by Government, in a letter dated the 15th August 1839, with the modification, however, that instead of placing the Pol family in possession of the villages, which had ostensibly been made over to Baba Nafra, their annual value in money should be paid annually to the family from the Guicowar tribute, in order that they might be enabled to re-establish their pagah, and obtain, according to the original grant, a suitable maintenance.

10. The arrears due by the Guicowar to the Pol family, for the two years these villages had been in his possession, amounted to *Rs.* 14,387. 8.; and this amount having, under orders from Government, been paid by Mr. Sutherland to the Pol family, they with this money purchased fresh horses and re-established their pagah.

11. In a letter dated the 10th January 1840, Mr. Sutherland reported that his Highness the Guicowar had issued orders for the release of these villages and for their being made over to the Pol family, who had accordingly received charge of them.

12. In his letter under acknowledgement, Mr. Ogilvy states, that these villages since their release have yielded considerably less than their fixed annual value of *Rs.* 7,193. 12., and that as the Guicowar formerly agreed to grant the Pol family as far as 1,000 rupees annually whenever the realisations from these villages might be deficient to that, or a greater extent, while on the other hand, the Pol family agreed to make over to his Highness any amount which the villages might realise in excess of the sum* mentioned in the sunnud as the value of the villages, that gentleman called upon the Guicowar to grant to the Pol family an allowance of 1,000 rupees on account of the falling off in the realisations of the villages for the years 1840 to 1844, but that his Highness has resisted these claims.

* *Rs.* 7,193. 12.

13. Under the above circumstances, the Honourable the Governor in Council considers it necessary that prompt measures should be adopted for securing this guarantee inviolate; but it is now too late to remedy the violation of the original guarantee, whereby the nemnook was reduced in 1814 from 11,800 rupees to 7,193 ¾ rupees.

14. The Governor in Council is of opinion that his Highness the Guicowar should be required to pay to the Pol family the latter amount in full, with arrears of the difference between that amount and what the pagahdar has actually received.

15. I am therefore desired to request that, after duly warning the Guicowar of the intentions of Government to redeem its guarantee in this case, you will be pleased, on the expiration of one month from the date of making such intimation, pay the amount due to Gorajee Pole from his Highness's tribute, and that you will take care that with the arrears the pagah is placed on an efficient footing.

16. In regard to the reduction of 6¼ per cent. from the nemnook claimed by the Guicowar, on account of the exigences of his government many years ago, I am instructed to state that this can on no account be allowed. His Highness should recollect that in the case of the children of the late Gungadhur Shastree a similar claim was disallowed, as being a violation of the guarantee of the British Government in their possession.

I have, &c.
(signed) *J. P. Willoughby,*
Chief Secretary.

Bombay Castle, 22 April 1846.

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(U.)

No. 187 of 1846.—Political Department.

From *William Charles Andrews*, Esq., Acting Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to your letter of the 6th ultimo, No. 2638, on the subject of the nemnook of Gorajee bin Soobanjee Pole, I have the honour to submit, to be laid before Government, translations of my note to his Highness the Guicowar, informing him of the purport thereof, and of his Highness's reply, appealing to the Right honourable the Governor-general of India against the decision come to by the Honourable the Governor in Council.

2. In para. 13 of Mr. Chief Secretary Willoughby's letter on this subject, dated the 22d April 1846, No. 1569, I was directed "to take care that with the arrears the pagah is placed on an efficient footing."

3. It will probably be in the recollection of the Honourable the Governor in Council, that on the re-establishment of this pagah in 1839, the late Honourable Mr. Sutherland, then Resident, in consequence of "every member of the unfortunate Pole's family being considered more or less imbecile, and of the necessity that thence arose of protecting* their interests by arranging a general superintendence over their income on fair principles, involving as little expense of management as possible," induced the Pole to enter into an arrangement with the firm of Khandass Waghjee, and translation of one side of agreements executed by the parties was submitted to Government by Mr. Sutherland, with his letter of the 23d December 1839, No. 1023, the mutual engagements having been attested by him, "as a witness to the transaction, but nothing more."

4. The arrangement thus concluded continued in force up to the close of Sumvut 1901, or October 1845, when in consequence of representations made by Gorajee Pole to Sir R. K. Arbuthnot, copy of one of which in English I beg to annex, the account of Gorajee with Khandass Waghjee's firm was closed, the balance paid off, and a new arrangement made with another banker named Jugjuwandass Khandass, to whom an agreement, translation of which is appended, was passed by Gorajee bin Soobunjee Pole, under date the 14th January 1846, and which was guaranteed by the Resident, Sir R. K. Arbuthnot.

5. Such is the state of the Pole's affairs at the present moment, and his paga is complete and efficient, but I am very much disposed to doubt whether, considering the imbecile character of Gorajee Pole, which has more than once been represented to Government, and that no control was reserved to the Resident by the agreement sanctioned by Sir R. K. Arbuthnot, an arrangement of this nature is the least expensive and most advantageous to the Pole that could be devised. I am disposed to think that his "doomalla" villages having been leased for seven years, through the agency of Mr. Ogilvy, while in charge of the Residency, and the lease having yet about five years to run, and the general average expenses of the paga being known, it would be better that the revenues of the "doomalla" villages, and the amount to which his Highness the Guicowar is annually liable to make up the amount of the "nemnook," should be paid into this treasury, and the necessary disbursements for the paga, and the maintenance of the Pole, should be made to him direct. The only expense to which he will be put by this plan will be the salary of a carcoon, at about 20 syasye per mensem, to keep the accounts, which is considerably less, I should think, than he now pays to his banker in interest, premium, &c., besides which, there would be exercised by the Resident a beneficial control over the Pole's expenditure, and such control is very necessary to a person of his inconsiderate and improvident habits.

I have, &c.
(signed) *W. C. Andrews,*
Acting Resident.

Baroda Residency, 13 August 1846.

TRANSLATION of a Note from the Acting Resident at Baroda to his Highness the Guicowar, dated the 13th July 1846, No. 434.

A NOTE was received from the Durbar, dated the 17th Jumadil, Akur Soorsun 1246 (A. D. 12th June 1846), in reply to one from the Residency, dated the 5th June 1846, No. 341, regarding the payment of the full amount of nemnook to Gorajee bin Soobanjee Pole on account of his paga, and requesting that the Bombay Government may be addressed on the subject. Accordingly, translations of the correspondence were submitted to Government, and a reply received from Mr. Malet, the Political Secretary, under date 6th July 1846, No. 2638, directing me to intimate to your Highness that your representations have been received by the Bombay Government, and that its decision has been arrived at on a full consideration

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* *Vide* letter from Resident to Acting Chief Secretary to Government, dated the 18th September 1839, No. 832, para. 8.

consideration of all the circumstancess of the case, which is as favourable to your Highness as could be reasonably expected, since the only matter for consideration was whether the original guarantee of 11,800 rupees a year should be acted on or not; that at present the nemnook paid to the Pole is *Rs.* 7,193. 12., which includes the revenues of the doomalla villages; that there is no objection to the accounts being examined by your Highness, together with the Resident; if after deducting the revenues of the villages, there be any deficiency in the amount of the nemnook, the same is to be made good by the Guicowar Government; that this grant is hereditary, and of this there is not a doubt. Such is the purport of the letter which is communicated as above for your information. Agreeably to a note from the Residency, with enclosure, dated the 4th May 1846, No. 254, I beg to state that the arrears on account of the nemnook for six years from Sumvut 1896 to 1901, (A. D. 1840 to 1845), amounting to *Rs.* 14,670. 11., 6., will be paid to the Pole from the tribute money belonging to your Government. This is written for your information. The accounts for 1902 (A. D. 1846), have not been received; when received, your Highness will be duly informed of the amount of deficiency.

TRANSLATION of a Note from his Highness the Guicowar to the Acting Resident at Baroda, dated the 25th Rajul, Soorsun 1246, (A. D. 20 July 1846), acknowledging receipt of the Note from the Residency, dated the 13th July 1846, No. 434, regarding the Nemnook of Goorajee bin Soobanjee Pole, and replying as follows:

1. THE Bombay Government directs you to inform me that the representations of this Government have been received, and a decision has been arrived at, on a full consideration of the case, which is as favourable as could be reasonably expected, since the only matter for consideration was, whether the original guarantee for 11,800 rupees should not be reverted to. In reply, I beg to state that a sunnud of six paras. was granted in the name of both Soobhajee and Soobhanjee Pole, to which the guarantee of Major Walker, on the part of the Honourable Company, and Umeenbin Hameed Jemedar on the part of the Guicowar, was affixed as "chaloo bandre" (continual guarantee). Afterwards Soobhajee died, after which event disorder in the management of his paga took place, for which reason Carkoon Eshwuntrow Bappoojee Gorbola was appointed by this Sirkar, who arranged everything with Soobanjee. Wherefore of the nemnook for Soobhajee and Soobanjee, originally fixed at 11,800 rupees, in consequence of Soobhajee's death, Soobanjee's share only came to 5,900 rupees, but this Government considered this sum would not be sufficient to maintain his rank and to meet the expenses of the establishment, therefore an increase was allowed him, and money given him for the purchase of horses, viz.:

	Rs.	*a.*	*p.*
For the expenses of the paga - - - - - -	5,250	-	-
Ditto - - - carkoon - - - - - -	500	-	-
For the support of Soobanjee and family - - -	1,000	-	-
For sundry charges of the paga - - - - - -	443	12	-
Rs.	7,193	12	-

The above sum of *Rs.* 7,193. 12. was fixed as the nemnook, and a memorandum of the settlement was made on the 1st Jumadil Avul, Soorsun 1214 (A. D. 22 April 1814), and a carkoon of this Government was appointed for the management of the paga, and the Pole was to receive the sum of 1,000 rupees for the support of himself and family.

2. It is stated that the present nemnook is for *Rs.* 7,193. 12., which includes the revenue of the doomalla villages; that there is no objection to the accounts of the villages being examined by this Government, together with the Resident; that this grant is hereditary there is not a doubt. In reply, I beg to say that when Mr. Williams was Resident, a settlement was made for the payment of 1,000 rupees on account of any deficiency in the revenues of the doomalla villages granted to the paga of Soobanjee Pole, and that the pagadar was to render a faithful account annually of the revenues of those villages to this Government, and that if the revenues did not come up to the amount fixed, an order for 1,000 rupees should be given to make up the difference. If the deficiency be under 1,000 rupees, an order for the smaller sum, whatever it might be, would be granted; but should the deficiency exceed 1,000 rupees, the pagadar was to bear the loss, and not this Government. In this manner a memorandum was drawn up of three paras. on 3d Rujub, Soorsun 1224 (A. D. 5 March 1824), and this you will find to be the case if you will be so good as to refer to the said document. As regards the term hereditary, I beg to say that in the first para. of the guarantee it is clearly written that the paga is to be continued under you, and other articles having been written, it is written that according to these six articles a "chaloo bandree" (continual guarantee) has been granted to Soobhajee and Soobanjee; and by a reference to that document, it will be seen that the term hereditary is not at all applicable. Therefore the Resident and the Bombay Government will be pleased, after taking the purport of the sunnud into consideration, to refer the matter for the consideration of the Governor-general of India.

3. The Resident intimates that, agreeably to the orders of the Bombay Government, the Pole will be paid from the tribute money of this Government. In reply, I beg to state that,

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that, for the purpose of doing justice, a correspondence is kept up between the two Governments on the above subject, that it may be clearly explained to this Government that such is the meaning of this document; but without doing this on so trifling a matter, and considering the friendship existing between the two Governments, to write that payment will be made to the Pole from the tribute-money is a great oppression towards this Government.

The Resident is requested to take the above three paras. into his favourable consideration, and to request the Bombay Government, agreeably to justice, to represent the matter to the Governor-general of India.

(True translation.)

(signed) *W. C. Andrews*, Acting Resident.

To Sir *R. K. Arbuthnot*, Bart., Resident, &c. &c., Baroda.

The humble Petition of *Gorajee Pole bin Soobanjee Pole*, Pagadar, one of the Subjects under the British Guarantee,

Humbly showeth,

That the petitioner, with the greatest respect and humble submission, takes the libert to bring the following circumstances to your Honour's favourable consideration: that he i unjustly imposed by a sowkar named Khandass Wagjee, for a certain sum of money; you Honour's petitioner humbly hopes that he will meet with your kind redress.

That on the receipt of Governmentletter, dated the 11th January 1840, to the late Honour able Mr. Sutherland, for the restoration of petitioner's pagah and arrears of his nemnook that honourable gentleman kindly made over the pagah to the petitioner, and paid hin 14,000 rupees out of Residency treasury, being the arrears due for two years by his High ness the Guicowar. For the maintenance of above pagah, and your petitioner, he ha the grant of those villages, they were also restored to him, and at the same time Honourabl Mr. Sutherland nominated a sowkar, Khandass Wagjee, with your petitioner's consent, t deal with his affairs. A written agreement were drawn to that effect between both parties whereupon Honourable Mr. Sutherland affixed his signature of his confirmation. You petitioner, agreeably to the terms assigned in the agreement, kept the sum of 14,000 rupee in the shop and hands of above Khandass Wagjee to draw occasionally by the petitioner and made over into his charge the management of three villages, namely, Cassepoor, Ahmo dhur, and Jamboowarra; for the management of above villages, the allowance was grante to a mehta (200 rupees), exclusive of any other charges, has been alluded and mentione in the 11th item of agreement passed between them.

It is distinctly stated in the agreement that the collection of revenue to be made by th said Khandass Wagjee, and settle the accounts with the petitioner at the end of ever year, after deducting his claim, whatever sum he had been advanced, together with it interest of 3 qr. per cent. to the petitioner during the year; after adjusting their account both should pass equitable receipt one to other. If in case any balance remained o petitioner in sowkar's hand, he should draw interest at the rate of six annas per cent.

The said Wyvutdar Khandass Wagjee in the first year, Sumvut 1896, collected th revenue, and given credit to the petitioner of *Rs.* 5,857. 12., while Honourable M Sutherland was alive; after the elapse of that gentleman, the said Khandass Wagjee com menced in reducing the amount of yearly revenue, which was impossible to the petitione to defray the yearly expenses of pagah and himself, in consequence of which the petitione was compelled to run in Khandas Wagjee's debt.

On the commencement of the fifth year the petitioner consulted with the Wyvutdar, tha in consequence of less produce of revenue he wishes to give the above villages in farm t other ijardar for a certain sum of money; the Wyvutdar Khandass Wagjee consented to th petitioner's proposal, and another ijardar was procured. Sowkar named Mathooradas Bachurdass, to whom the petitioner and Khandass Wagjee were agreed to give these village in farm for the space of seven years. A lease or agreement was drawn at the increasin rate yearly, first year 5,275 rupees, until the end of the above period (5,701 rupees); th new ijardar required "sorechitty," or note of release. The farmer Wyvutdar Khandas Wagjee delayed for many days; he did not comply with the required document. The petitioner had suffered considerable loss; he was obliged to give himself his own sorechitty t new ijardar, who carried on his management for upwards of three months. The forme Wyvutdar Khandass Wagjee falsely instigate and explained contrary to Mr. Remingto 1st Assistant in charge; that gentleman sent a peon, his Highness's jassood, and four me of Khandass Wagjee to the villages and removed the new ijardar's men; through whic the petitioner suffered a loss of upwards of 2,000 rupees.

Honourable Sir, your poor petitioner earnestly begs you will have the goodness to take hi case into your favourable consideration, and please to solicit your order for the assembly c a punchayet to decide the complaint.

Annexed is the statement of claim, showing the particulars of items therein charge Honourable Sir, your petitioner in duty bound shall ever pray.

(signed) *Gorajee Pole bin Soobanjee Pole*,
Pagadhar.

Baroda, 27 August 1845.

Stateme

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STATEMENT showing the Account between myself and *Khandass Wagjee* for the Amount due to me, viz.:

	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
To 194 ¾ culsies of dhangur or bathy, deposited with Khandass Wagjee in the month of Chytur, Sumvut 1899, charged to my account, which I have not received. I charge him at the bazar rate of nine rupees per culsee	1,752	12	–			
Interest on the above sum at 6 annas per cent. up to Srawun Sood Biz., 8th August 1843	190	7	9			
Hire of godown charged to me	81	3	–			
	2,024	6	9			
Deduct,						
By amount due by me to Khandass Wagjee, for which he has taken credit	795	5	–			
Balance due	–	–	–	1,229	1	9
Loss sustained by me for sending Khandass Wagjee's juptee to villages, and removed new ijardar's men; if Khandass produce the authority of 1st Assistant Political Commissioner in charge, I shall suffer the loss, otherwise Khandass Wagjee is answerable	2,041	1	3			
Interest at 6 annas per 100	67	14	6	2,108	15	9
Mojeh Cassrepoor:						
Custom for moothee on grain for the year 1899, not given credit to me in my account	37	8	–			
Mojeh Ahmodhur - - ditto	10	–	–			
Mojeh Jamboowarra:						
Parsaita collected for the year 1899, not given credit by Khandass Wagjee	196	–	–			
Interest on ditto	48	9	3			
Custom of moothee on grain, for the year 1899, not given credit by Khandass Wagjee	75	–	–			
Nuzerana received from modee, not given credit for two years	50	–	–			
Pay of a servant overcharged as employed in paga; this man never made his appearance for 1 ½ year	99	–	–			
11th Article stated in the agreement that exclusive the sum of 200 rupees payable yearly, nemnook to his carkoon, no other charges to be made; he overcharged 292 rupees per year, from Sumvut 1896 to 1899, being four years	1,168	–	–	1,684	1	3
			Rs.	5,022	2	9

(signed) *Gorajee Pole bin Sobanjee Pole,* Pagadhar.

(True copies.)
(signed) W. C. Andrews, Acting Resident.

I, *Gorajee bin Sobanjee Pole*, pagadar of the Guzerat paga, do pass this agreement to Paruk Jugguvandass Khandass, that I have 21 horses in the service of his Highness Sena Khaskul Shumsheir Bhadoor Guikwar, and have opened an account with your firm on this account, through the agency of Vukeel Chotalal Kussunlal, and have received from you money to pay arrears due for the expenses of the paga, and the pay of the bargeers, up to the end of the month Ashwin, Sumvut 1901, (October, November 1845,) and am to receive from the month Kartig, Sumvut 1902 (or November 1845), 451 rupees per mensem for the expenses of the paga, pay of the bargeers, &c., making 5,412 rupees per annum. You are to receive in lieu thereof the entire annual revenues of my doomalla villages, viz., Kaseepoora of the Baroda purgunnah, and Jamboowaroo and Ahmodhur of the Wagoria purgunnah, and also the entire amount that I may receive annually by notes from the Sirkar; and I have made over to you the three villages and the notes from the commencement of Sumvut 1902, all of which, on the settlement and payment of your account, principal and interest, and on receiving an acquittance from you for the same, I will redeem; and so long as my paga performs the service of the State properly, no obstruction will be offered by

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by the Government regarding those villages and notes, and if the Resident at Baroda will give his guarantee to this writing, I will consent. 14th Posh Sood, Sumvut 1902, or 11th January 1846, Sunday.

Additional para.: That the above-mentioned three villages have been farmed from Sumvut 1901 to 1907, being seven years, by means of the Resident, to the patel of Cassupoora; until this period be completed, you are to maintain these leases and receive the amounts; and you are to pay annually the hugdors and all village expenses, &c., &c.; whoever may have hugs, you are not to cause any hinderance to any one of these, and you are to manage the villages, with my advice, according to former custom. 14th January 1846.

(signed) *Gorajee bin Soobanjee Pole.*

(Witnesses.)

Gungadhur Abbajee, in the service of Bulwuntrow Guicowar, in the presence of the parties.

Hurreevullub Kassudass, in the presence of the parties.

(True translation.)

(signed) W. C. Andrews, Acting Resident.

This engagement has been executed before me by Gorajee bin Soobanjee Pole, and accepted by Chotoolal Kussunlal, the vakeel, on the part of Juggeevundass Khandass, banker in Baroda. The villages and chittee mentioned in it being now held by Gorajee Pole, under the British guarantee, the same is hereby extended to Jugguvundass Khandass, to the extent that the said Gorajee Pole shall not interfere with him in the management of the said villages, so long as the conditions of the bond are fulfilled, or any debts arising therefrom shall remain unpaid, or his paga of 21 horsemen shall be maintained on its proper footing.

(signed) *R. K. Arbuthnot,* Resident.

Baroda Residency, 14 January 1846.

(V.)

No. 313 A. of 1847.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *W. C. Andrews*, Esq., Officiating Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 187, dated the 13th August last, forwarding translation of a note addressed by you to his Highness the Guicowar, regarding the nemnook of the Pole family, and of his Highness' reply, objecting to conform to the decision of Government in this case, and requesting that the subject may be referred for the consideration and orders of the Right honourable the Governor-general of India.

2. In reply, I am desired to refer you to Mr. Chief Secretary Willoughby's letter, No. 1569, dated the 22d April, and of my communications, Nos. 2142 and 2638, dated the 30th May and the 6th July 1846, on the subject, and to state, that in the opinion of the Honourable the Governor in Council, the Pol family has from the first been grievously injured by the Guicowar Government, and that his Highness should at least be required strictly to act up to the conditions on which the reduced nemnook of 1814 was granted.

3. I am, therefore, instructed to request that you will be pleased to inform the Guicowar that should his Highness any longer delay to acquiesce in the first demands of Government in vindication of its pledged faith, the Governor in Council will consider it his duty to propose to superior authority that the original settlement guaranteed by Colonel Walker shall be reverted to.

4. The Governor in Council is glad to observe, from the 5th para. of your present letter, that the pagah of horse, which the Pol family is bound to keep up, is now complete and efficient, and I am directed to state that the instructions to which you refer, as contained in the 15th para. of Mr. Chief Secretary Willoughby's letter above alluded to, were issued on the report of Mr. Ogilvy, that several of the horses had died, that others were sick, and that unless Government interfered on its guarantee, the pagah would become extinct.

5. Under the circumstances stated by you, the Governor in Council approves of the arrangements proposed in the 5th para. of your letter, for receiving into the treasury the revenues of the pagadar's villages, and the money payments made by the Guicowar, the disbursements for the support of the pagah being made by the Resident.

6. This arrangement, I am instructed to observe, would no doubt be a great boon to the Pol family. It would, moreover, not only ensure the efficiency of the pagah, but secure the pagadar from the designs of crafty persons, to which, from his natural imbecility, he is exposed.

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7. It is, however, doubtful whether the farmer to whom the villages and the money pa ments have been assigned for the maintenance of the pagah will consent to the arrangeme and I am directed to add, unless his consent can be obtained, the British guarantee mu be observed so long as he adheres to the term of the engagement.

8. On this point I am desired to request you will be pleased to favour Government wi your further report.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 22 January 1847.

(W.)

Translation of *Baba Fudkey's* Reply to the 12th Para. of Nursoo Luxumun's Defen on the Gorejee Pole Case, containing certain Strictures on his Report in that case.

Para. 1. In reply to the 1st para. of my report, Nursoo Punt states, "that unless the entire management is entrusted to his care it is needless to charge the native agent with any fault, and that the management up to the end of Sumwut 1900 (A. D. 1844) was antecedent to his advent, &c." In reply to this, I beg to state that the 1st para. of my report does not alone charge Nursoo Punt Tateea with negligence, it also alludes to the former native agents. Thus the blame of taking the signature of the late Mr. Boyd to two years' clearance accounts, without having first instituted an inquiry into them, is already laid to the native agent then in office. About 19 or 20 months after Nursoo Luxumun came into the department he obtained the signature of Sir R. Arbuthnot on one day to four years' clearance accounts, without having, prior to that time, instituted an examination into them. This is quite apparent from the accounts themselves, and as a proof that the signature of that gentleman was taken without any inquiry having been made, when Gorajee Pole preferred a complaint regarding certain items of discrepancy in these clearance accounts in Sumwut 1902 (A. D. 1846), Khandass Wagjee was directed at the Residency to credit the Pole with the amount of these disputed sums, and the signatures of both were taken, from which it is quite clear that no examination was made beforehand. Further, on searching the dufters another proof has come to hand, viz. a yad from the Pole, dated Shrawun Vudh, 12th, Sumwut 1901 (29 August 1845), with an endorsement thereon, dated 31st December 1846, signed by the Resident. Now, if this yad is called for, it will be at once evident whether the charge of carelessness attributed to him by me was just or not.

Para. 2. Nursoo Punt states with reference to my 2d para., "That though I was well aware that on the paruk's breaking the lease, he was the only person responsible for that act, yet I forbore all reference to the subject, while to save the parukh, but through enmity to him, I, in order to fix the blame of having been previously cognisant of the fact upon him, put this interpretation upon the deposition, &c." In reply to this, I beg to observe, that at the first, when the inquiry commenced, I recorded in my report all the documents and papers which were entrusted to me from the office, and after examining them, whatever appeared to me to be the true meaning of them has been distinctly stated by me. To say that I did it through enmity and to fix blame upon him, is an invention of the imagination, and entirely without foundation. With reference to this I will adduce a few proofs. By searching the dufters just now a yad, dated Shrawun Shoodh 9th, Sumwut 1900 (A. D. 22 August 1844) was found, on which an endorsement to the following effect, signed by Mr. Ogilvie, appears: that "in accordance with the contents of this yad the patells of the village of Kasseepoora have agreed to take the three villages on lease for seven years, at a yearly rental of 5,700 rupees, and have given a written agreement (kuboolyeth) to the patells to that effect, and the latter has also furnished the patells with a lease. The patells have further furnished banker's security for the rents of the first year, Sumwut 1901 (A. D. 1844–45), &c." This is dated 5th October 1844, at which time Nursoo Punt was native agent. Prior to this the Pole had taken the management out of the hand of Khandass Wagjee, and given a lease contract of the three villages to another person. On this subject a yad was sent from the Residency to the Pole, under date the 23d March 1844, a copy of which has just been discovered in the office, from the contents of which it is quite apparent that the Pole (the pagadar) had no right whatsoever to entrust the management of the villages to any one without the Resident's order, and it is also most palpably clear that the lease entered into was cancelled. Afterwards the Pole entered into an agreement with the Kusseepoora patells to lease the villages, but finding that he could not take the management of them out of the hands of Khandass Wagjee without the Resident's orders, he granted the lease to the patells in the presence of Mr. Ogilvie. I learnt this circumstance from the papers on the matter at present in the Residency office. It does not appear from them that the native agent, seeing the yearly decrease in the revenues, suggested the idea of letting the villages out by contract, but the Pole himself made the arrangements with the patells regarding the lease. Although the native agent was well aware that the lease contract could not be cancelled without the orders of the Resident, yet the lease in question was broken, and for two or three years the net produce only realised, and the patells in their depositions distinctly state that they reported

reported this fact at the cutcherry. I therefore leave it to the trying authority to decide as to the truth or otherwise of Nursoo Punt's statement, "that he was never informed of the lease having been broken, and of the net produce only being realised." Nursoo Punt further states, that "the responsibility of breaking the lease rests solely with the parukh." To refute this thoroughly, it appears most distinctly from the deposition of the Kasseepoora Patels, taken on the 2d and 15th December 1847, but which does not bear the signature of either the Resident or his assistant, that the responsibility of the lease having been broken rests with the native agent. It is clear that fraud was intended, from the circumstance of no gentleman's signature appearing to these depositions. Such being the case, to accuse me of fixing blame upon him, through spite, is of no use.

Para. 3. In the third clause he writes, that "in the agreement made between the Pole and parukh, the subject of former arrears is mentioned, and that as the responsibility of the lease rested with the parukh he cannot comprehend what occasion there was for the Government to exercise their supervision, for that whatever expense the paruck might incur in excess of the stipulated sum on the paga, the affair rested with himself, and when his accounts were received they were being tested, &c." In reply to this I beg to state, that Nursoo Punt has written that Sir R. Arbuthnot distinctly told him that there was no necessity for his interfering in an agreement concerning loans, yet that gentleman has entered an endorsement in his own handwriting on that very agreement, guaranteeing the payment of the debts, and other clauses therein included, to this same soukar. It is quite clear that no man possessing the smallest particle of sense would assert, "this bond of agreement being most binding on the parukh, and the subject of debt being mentioned, it did not at all matter about inserting the amount, or the date from which the debt due commenced, and that entering it in an indefinite manner equally answered the purpose." Had the responsibility in this matter devolved upon any other person, and Nursoo Punt had been entrusted by Government with the business of investigating the case, he would never have given the opinion he has done in his present reply, which has been entered at random, regardless of justice, and with a view to remove the blame from his own shoulders; but on the contrary, would have coincided with that contained in my report. If it be urged that Nursoo Punt Tateea was ignorant of the probable amount of arrears due by the Pole, and the particulars of the debt, then I beg to state, that I have just seen in the records of the Residency, a Mahratta translation of an English petition, dated 14th December 1845, which Nursoo Punt had caused to be made, in which the amount due is stated to be 6,850 rupees, of which there is a sum of 1,900 rupees in the treasury on account of instalments, leaving a balance of 4,950 rupees to be paid to clear off the debt. Such is the purport of the translation. From this it is quite clear that Tateea was acquainted with everything, and the document was guaranteed to secure the payment of these arrears, as well as the due management of the paga. It was therefore the native agent's business to have inserted the amount of debt, and the date from which it commenced, because, the Pole and the parukh being in collusion, fraudulently prepared accounts of the expenditure of the paga and filled it with false details, showing the total amount of the debt to be very large. From the amount of the debt not being inserted in the guaranteed document, are Government responsible for the payment of it or not? If any one will consider this point in strict justice, it will be apparent to him, that what I stated in my report is correct. Regarding the breaking of the lease and its responsibility, I have given a clear statement in the above para., consequently there is no occasion to allude to it again here. Nursoo Punt states, that he "did not know what supervision ought to have been exercised by Government." With reference to this I beg to refer to my report, dated 5th September 1848, in the 1st para. of which are detailed the instructions which Mr. Sutherland, after entering into an arrangement, had given the native agent; by looking at this he will at once, if he does not already, understand what species of supervision was required on the part of Government. It is distinctly pointed out in the 3d para. of my former report, that if a larger amount than that stipulated on was expended on the paga, that the blame and loss incurred thereby were entirely the parukh's therefore there is no necessity for my writing any more on this subject here. Nursoo Punt has further given this interpretation to my report, that "I concealed the delinquencies of the parukh, which fell under my observation, and to screen him, throw the blame upon others." This is a most unjust imputation, which will be clearly seen on referring to my report. Nursoo Punt states that the accounts for the year Sumwut 1902 (A. D. 1845/46) on being received were inquired into; this may be true, but it was his duty to have informed the late Mr. Andrews, when the accounts in question were received, that expenses in excess of the stipulated sum were being incurred, and that the Pole's debt was stated by the paruhk to amount to 7,000 rupees. He says in excuse for not so doing, that Mr. Andrews was then just preparing to start from this, but after that gentleman's departure it was incumbent on the native agent to have reported it to Colonel Outram, and entered into arrangements regarding limiting the expenditure of the paga to the stipulated amount, as also to have informed that gentleman of the amount of the debt due by the Pole. Instead of doing this he allowed the expenditure to go on as heretofore, which is noticed in the 3d para. of my report, and his assertion that the examination of the accounts had been entered on does not appear to be founded on fact.

Para. 4. Nursoo Punt states, "that his replies to the 4th, 5th, 6th, 7th and 8th paras. of my report will be found in the 11th clause of the 11th para. of his defence." As I have not seen the paras. in question, I do not know what he has written therein. I appended to my

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my report a statement of the expenditure, pointing out what appeared to me reasonable and unreasonable; and I further stated whatever had taken place, no matter under whose management. If from the commencement, through the aid of a person in authority, fraud has been committed in the accounts, it will be very difficult, after a lapse of seven and eight years, from an examination of the vouchers of the accounts, witnesses (Modies) Provedore's accounts, &c., to establish the fact, unless the whole of the detailed accounts are kept in a proper manner. The native agent ought to have tested the accounts, if not monthly at least annually: this he did not do. At the time I was making my inquiries into these accounts, the person who had the management during those years was not alive. I cannot understand why the native agent did not point out in what manner a minute examination was to be made. The object of his writing in this manner appears to be to hide his own fault, and cast the blame upon another person. It was agreed that Jugjeewun Kandass should pay a fixed amount of 5,412 rupees annually for the expenses of the paga, and the Government guarantee was secured to this agreement. Now, on what premises was this amount fixed, and how was it settled, that that sum would be sufficient for all the demands of the paga; for there are no papers in the office to lead to such an arrangement. At the time of my inquiry, the clearance account during the management of Khandass Wagjee, as well as that of Jugjeewun Khandass, appeared both to be irregular; yet the native agent at the time accepted them, and obtained the signature thereto of the then Resident; but from them it is utterly impossible to get at the truth. I thereupon took the amount fixed upon to be paid by Jugjewun Khandass for the paga, and compared its reasonableness with that of Ahmed Khan, jemedar of the village of Godra, whose paga establishment is on a par with the Pole's; and this example, which I have quoted in the 11th para. of my report, is a correct one. I am very much surprised that an experienced man, like Nursoo Punt, should term my statements "rough estimates, and vagaries of the mind."

Para. 5. Nursoo Punt remarks, in reference to the 9th para. of my report, "that I have therein stated that, under the head of Soukaree Khuruch," is an item of *Rs.* 324. 8., on account of (sirpao) presents, which is incorrect, because the sums have been lent on Government guarantee, and which I therefore, with an interested motive, disallow as an improper charge, and thereby leave it to be inferred that the whole of the parukh's claims are guaranteed by Government. In reply, I beg to state that in the 3d para. of my report, I pointed out the gross carelessness of the Parukh, and the loss accruing therefrom. By taking the purport of the 9th para. of my report into consideration, as well as the above paras. of this reply, it will be distinctly apparent that the meaning attached to my report by Nursoo Punt Tateea, that I was anxious to give an impression that the whole of the parukh's claims were guaranteed, is not only false but inconsistent.

Para. 6. Nursoo Punt states that there is nothing to remark on in the 10th para. of my report. Now, if the native agent had preserved a proper supervision of the arrangements made by the late Mr. Sutherland, it is clear that the Pole would not have had the power of expending either too little or too much. With reference to my 11th para., he remarks, "Of what advantage is it to quote as an example the paga of Ahmed Khan Gadeekhur, merely to raise doubts in the mind of Government? It is clear that the owner of the paga himself must necessarily either be a shrewd fellow, as if the management of it is entrusted to another, then that person must have the power to act as he pleases." In reply to this, I beg to state that the late Mr. Sutherland entered into arrangements to secure the proper looking after the affairs of the Pole. How often am I to be called upon to state this on every occasion? By the native agent's failing to carry out the arrangements thus commenced by Mr. Sutherland, the Pole's paga has been entirely ruined; and as no proper accounts were kept of it, it was necessary to make a comparison with another paga having an equal number of horses with that of the Pole's. I can see nothing in such a proper course calculated to raise doubts in the mind of Government. What is the use of his writing in an angry tone, which is done solely to conceal his own faults?

Para. 7. Nursoo Punt, in allusion to the 12th para. of my report, states that, "I have written in an indefinite manner, that the Pole, having complained regarding several of the items of expenditure during the time of Khandass Wagjee's management, and that Sir R. Arbuthnot decided justly regarding some of the items, and the others remained as they were, the particulars of which will be understood on a reference to my reply, No. 19, of my deposition." In reply to this, I beg to state, that I do not recollect having written in my 12th para. ambiguously, as above described by Nursoo. This is what I must have written. The Pole had preferred claims regarding certain items of expenditure appearing in the clearance accounts, which were decided in his favour by Sir R. Arbuthnot, and the parukh was directed to credit the amount of the items in dispute to the Pole's account. There were 195 kulsees of rice (in the husk), which, as the parukh could not dispose of, he had stored up; but as he could not produce a written voucher, to prove that he had informed either the Pole or the Resident of his having kept it in deposit, he was therefore, when the account of it was drawn up, directed to credit to the Pole the rent of the storehouse, and the interest of the rice which had remained unsold, amounting altogether to *Rs.* 415. 4. The parukh having failed to produce a written voucher to show that he had reported the circumstance, this neglect of his at the time of settlement was taken into consideration, and it was decided that he should make good this *Rs.* 415. 4. In the same manner, although Nurso Punt was perfectly aware that the lease for 5,700 rupees was not to be cancelled without the Resident's permission, and that such were the terms stated in the guarantee

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guarantee endorsement thereon, and though the patells had reported the deficiency in the amount of the rents of the villages, yet he did not bring the same to the notice of the Resident, which led to the net produce only being collected for two or three years, thereby causing a great decrease in the amount of the rents. No notice was taken of the arrangements which had been adopted by Mr. Sutherland, and although there were documents to prove this neglect, yet no inquiry was instituted at that time into the matter. Owing to this, I may have, in the latter part of the 12th para. of my report, written ambiguously, that on an examination of the papers, &c. the Pole would appear to have suffered losses; but I don't recollect ever having stated in an indefinite manner, that Sir R. Arbuthnot had decided upon some of the items, and left others unsettled.

Para. 8. In the 8th clause Nursoo states, in reference to my 13th para. "that I have pointed out that in St. 1903 (A.D. 1847) a great deficiency is shown in the revenues, and that an inquiry cannot now be instituted into it;" to which he remarks that "in the 5th para. of his July summary, that he made a similar statement; and that the Commissioner should bear in mind that this person, not being one of the Residency establishment, could not discover or point out any discrepancies therein. Among the reasons given for the deficiency of the revenues in the St. 1903 (A.D. 1847) are that the inhabitants of the village of Kasseepoora are principally Scindees, and the poverty of the soil, &c.; but these reasons cannot apply to the St. 1903, &c." In reply to this I beg to state, that in the 13th para. of my report I have entered into full particulars, to show the reasons why a decrease of the revenues has taken place; on a perusal of which it will be clearly seen that what Nurso states is not true. My object in writing this was to show that the inquiry into the produce of villages of this description, managed on the (Bhagbuttavee) revenue-in-kind system, should have been made in the year in which the produce was collected. Nurso Punt, with the desire of throwing the blame from off his own shoulders, of not having reported to the Resident the circumstance of his having been duly informed of the matter by the patells, and of his not having instituted an inquiry into the case, writes in the above strain. The management of the villages for the year St. 1905 (A.D. 1848) was conducted by a mehta deputed from the Residency; but this system was not permitted to be continued, for fear lest the produce of the succeeding year should be more, and the cause of the deficiency in former years thereby exposed; he therefore issued contradictory orders to the mehta, and did not allow the business to be properly carried on, which will be at once seen on referring to the reports furnished by mehta, and the replies sent thereto; that the tyranny of the Scindees, and the different species of frauds committed in selling and mortgaging portions of land, and that certain arrangements about the pasture lands, whereby the produce would be much increased, were all distinctly pointed out, will be at once apparent on examining the papers at present in the office, which will prove that what I stated in my report is perfectly true.

Para. 9. Nursoo Punt in his 9th clause writes, in allusion to my 14th para., that he has already furnished a statement regarding the village expenses in the para. 6, of his July summary. I would observe, in reference to this, that his mere remark, that the "village expenses had increased," furnishes no satisfactory explanation; because, if at the time the patells had reported the matter to him, he had brought it to the notice of the Resident, and caused due arrangements to be made regarding it, the Pole would not have been subjected to the losses of further additional expenditures.

Para 10. In the 10th clause, regarding my 15th and 17th paras., it is written, "that I have pointed out the insignificant item of some grass belonging to the Pole having been taken by Sumputram and Rupeekram, solely for the purpose of making it outwardly appear that I was not biassed towards the managers of the parukh. In reply to this I beg to state, that from an examination of the documents, papers, &c., submitted to me, and the inquiries instituted in the presence of Mr. Battye regarding this grass, when the depositions of the Pole and others were taken, I have derived my information, and put down in a succinct manner what appeared to me to be the facts of the case. Duplicity is not a feature in my character, nor do I understand it; but it appears that Nursoo judges the dispositions of others from the standard of his own; for when he was appointed to the office of native agent of the Baroda Residency, he, while at Bombay, entered into an arrangement with one Wamunrow Dhonday, the carcoon of the shastree at Bombay, that he would outwardly act in accordance with the wishes of his superiors, but that inwardly he would always befriend the shastree, and that he should not be considered in the light of an uninterested person; this and other matters having been canvassed, he came to Baroda. Wamunrow sent a letter detailing the particulars of the mutual arrangement which had been entered into to his master at Baroda, and he himself shortly afterwards arrived here. The native agent then, agreeably to the compact, the purport of which was contained in the letter, gave his support in the matter of "Sewaee Nemnook," &c., to the shastree, which will clearly appear from the papers in the office. From the day Wamunraow arrived at Baroda he was held in great favour by the Tateea, and it is well known that he acted as a sort of deputy in conducting the management of affairs between the two parties; and even now this is going on. Ball Krushna Gungadhur, shastree, produced the letters which had been received from Bombay, and showed them indisputably to Mr. Andrews at the time his case was going on, and it is the popular rumour that that gentleman, taking into consideration his long period of good service, took no notice of it. It is not in my nature to be guilty of such duplicity. I have entered in my report whatever appeared from the purport of the documents then before me.

Para. 11.

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Para. 11. In the 11th clause he writes, in allusion to 16th para., that I have stated, "that the item of *Rs.* 50. 8., cart hire for grass, is an unjust entry; and also, that in my 18th para. there is an indefinite allusion to 1,750 bundles of grass; and it does not appear that he made any inquiries of the agent of the parukh concerning it." In reply I have to state, that I have distinctly written in my report that the grass, the expense of cutting which has been charged in the clearance accounts, appeared to have been received and used; therefore when there was no grass remaining, I cannot understand what necessity existed to inquire of the manager why the item of cart hire was charged on that account. With regard to the 1,750 bundles of grass, the depositions of the person who made the complaint, and that of Gorajee Row Pole, were taken in the presence of Mr. Battye; and the private account-book of the Pole was, after the taking of his deposition, sent for and produced, but in that no entry could be discovered to prove that money had been received from Dinkur Kessou, as he had deposed; on perceiving in the account-books of the paga expenditure for the years Sumvut 1902 and 1903 (A.D. 1846-47) that 1,750 bundles are stated as having been given to Dinkur Keshow, a karkoon in the Rewa Caunta office. Mr. Battye sent for that person to take his deposition, but he returned an excuse that he was ill, and had not come to office, and consequently he did not make his appearance to give his evidence in the matter. After such strict inquiries had been instituted, it does appear to me surprising that Nursoo Punt should write and say I have given utterance to indefinite assertions.

Para. 12. In the 12th clause Nursoo Punt states, in reference to my 19th para., that "by placing the management of the villages under one person, with full powers to act as he deems fit, a road will be open for improvement; but for such an event to come about while the villages continue to be managed by two parties will be very difficult." In reply, I have to state that these villages were granted to the Pole by his Highness the Guicowar, in lieu of nemnook* for the paga, and that Government cannot exercise any interference with or control over them; on the strength of the Government guarantee, and the support of the Resident, the Pole possesses the entire authority over the villages, whereas above allusion is made to the control of two parties being exercised. If, in accordance with the arrangements laid down by Mr. Sutherland, the management of the villages had been entrusted to a good clever man, and supervision had been exercised from the Residency, it is clear that there was nothing to prevent what I stated in my 19th para. coming about.

Para. 13. Nursoo Punt in the 12th para. of his defence has written a paragraphic criticism on my report, and in the concluding portion of it finishes off with a cursory review of the whole. Now, it does appear to me very extraordinary that he, having evidently either the original or copy of my report before him, whose uprightness and talent are universally celebrated, should write whatever comes uppermost in his head and give utterance to groundless statements such as there. "I publicly told Russee Kram and Girdhur Parukh, in the kutchery, that it did not appear from the terms of the agreement that the Government were guarantee for the whole of the debt, as they seem to think; since then they have entertained an enmity against me, and endeavoured to prevent an investigation being made through me. Sumputram and Baba Fudkey, and two or three individuals residing in cantonments, but whose names it is needless for me to publish here, were all very great friends. The Colonel entrusted the investigation of this case to this Fudkey; he, to make it outwardly apparent that he had no collusion with the parukh, in the 3d para. of his report briefly details the folly of the parukh; and in the 15th and 17 paras. produces the insignificant item of the grass as a discrepancy; but the main object of his writing is to confirm all the claim of the parukh. It is clearly evident that he is anxious to free the parukh from all responsibility in having cancelled the lease; although he was well aware that in such cases the responsibility rested entirely with him, yet he has made no distinct statement of this fact in his report, but urges the false pretext that the lease was abandoned with my cognizance." In his 3d para. he blames the parukh for having omitted to state the amount of arrears due, and from what date recoverable; and in his 9th para. he infers that the whole of his claims are secured by "Government guarantee, with the exception of the solitary item of *Rs.* 324. 8., on account of (sirpao) presents, which he disallows. Further, with respect to the sums given by the parukh in excess of the amount agreed on for the current expenses of the paga, viz., 5,412 rupees, for which the parukh was alone responsible, without distinctly pointing out such responsibility in his report, attributes the fault to me. On examining the parukh's accounts after the receipt of the instructions of the Bombay Government, two or three fraudulent items appeared in the debtor side, which had been entirely omitted to be noticed by the Fudkey in his report; while he merely states in an undefined manner that the debts appear to be irregular. If it be submitted to the inspection of a master's eye, it will become apparent that by his cursory allusion to the parukh's mistake and negligence, and by fixing the blame upon me, that his aim is to forward the ends of the former." These and other remarks are made, to which I beg to reply; that I have in the previous paras. of this rejoinder given such refutations as appeared to me correct and called for, and therefore it is needless for me to repeat them here again. Nursoo Punt writes, that a letter was received from Government regarding the accounts of the parukh. I drew up my report from the papers given to me at the time of the inquiry, and if I had received any more papers, or had been aware that there were any such, there would have been no difficulty for me to have examined them, and written more fully on the subject. The few papers which have now come under my inspection, and which I have previously adverted to, although they are all of a date prior to my commencing my inquiry; and although the Colonel had given strict orders that all the papers relating to the Pole should

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* Stipend.

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should be given to me, yet such was not done, which is a very extraordinary circumstance, and ought to be taken into consideration. Nursoo Punt seems to conjecture that the Colonel, at the suggestion of others, entrusted me with the business of examining into the Pole's affairs; if he has any authority for such suspicions, let him produce them before the Commissioner; all I know is, that the Colonel, seeing the revenues of the villages had much decreased, ordered me to institute inquiries into the matter. He (Nursoo) further advances, that I, Sumputram, and several other people residing in cantonments, are intimate friends, but to bring prominently forward the liberality of his nature, he refuses to give the names of these individuals, and writes thus ambiguously. As people naturally entertain an ordinary friendship for their species, I may also in a like manner have an acquaintance with some of them. I am neither a friend or foe of Sumputram or the parakh, but the Tattia probably supposes that the natural propensities of others are like his own.

In the present case he, before the Commissioner, gave the names of certain witnesses he required, and afterwards countermanded them, solely to lead the trying authority into the belief that he had no friendship with any of the Guicowar's people; such is not my habit. I have recorded in my report whatever appeared to me just and proper from an examination of the papers. From the above 13 paras. all doubts will be removed.

Dated 9 August 1851. (signed) *Veenaek Moreshwur Fudkey.*

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

LETTER from *Nursoopunt Luxmon* to *W. E. Frere*, Esq., Commissioner.

Charge III.

Sir,

FROM the proceedings in charges, Nos. I, II and III, it will be seen that though I am unacquainted with the English language, and as such, unable to account for any omissions or mistakes in the English records, such instances are adduced as strong proofs of my having withheld, or misinterpreted and misstated facts or documents; and these accusations are easily supported by the evidence of the Assistant Resident or the head writer. Under such circumstances (and especially as I am unassisted by the records) I have no means of defending myself by showing any direct counter evidence, and am therefore obliged to content myself with making bare assertions from a recollection of the history of the case, or adducing inferential arguments founded on probabilities and possibilities. But in one of these instances I believe that something better than mere circumstantial evidence is procurable; and as I have omitted to mention the fact in my defence, I now take the liberty (with your permission) to write to you on the subject.

Vide para. 13th of my defence of the 25th July 1851.

2. I allude to the Gorajee Pole case, in which Colonel Outram has accused me of having withheld from the late Mr. Andrews, as well as from himself, the guarantee appended by Sir R. K. Arbuthnot to the agreement passed by the Pole to his new parukh on the 14th January 1846. This accusation rests on Exhibit (F.), and the evidence of the head writer, Mr. Hykoop, and because Mr. Andrews, with reference to this agreement, observes, in paragraph 5 of his letter* of the 13th August 1846, that "no control was reserved to the Resident by the agreement sanctioned by Sir R. K. Arbuthnot;" this was hinted as affording an additional argument for believing that that gentlemen must have been kept ignorant of the nature of the guarantee.

* Received on the 9th instant, when Colonel Outram read his reply.

Vide para. 13th, clause 2 of my defence.

3. Exhibit (F.) is the translation of the agreement prepared by the Mr. Andrews himself, and as the original guarantee was in English as well as in Guzeratee, he omitted to translate that part of the paper, and, as is very naturally expected, the head clerk, to copy it from the English. This Mr. Hykoop probably forgot to do then; and as the original translation was placed on the English records as office copy, the omission did not come to light until June 1848. And it was only when the prosecutor's address in this case was read that I discovered that Mr. Hykoop had failed, even then, to supply the omission in the copy on his records. In order to relieve himself from this responsibility it is very natural that he, who is actuated by feelings of enmity towards me, should now give evidence in a manner tending to confirm the assumption that I had withheld the guarantee "shera" from my superiors.

4. But is it possible that Mr. Hykoop could have been ignorant of the guarantee appended in English by Sir R. K. Arbuthnot? Is it possible, that to the fair copy of Exhibit (F.), forwarded to Government, Mr. Hykoop could have omitted to append

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append it? or is it possible that Mr. Andrews could have been so careless as to sign a paper to be sent to Government, of which the most important part had been omitted? No, I believe not, especially as I am confident that I never withheld the guarantee "shera" from any one.

5. Further, in my humble opinion, it is not only impossible to discover from Exhibit (F.) the nature and extent of the guarantee, but it is also utterly impossible for any authority to whom the paper may be submitted in its present state, to believe that the agreement has been guaranteed at all by the British Representative. Therefore, even supposing that in the first instance, by a mistake on the part of the English Department, a copy of Exhibit (F.) was submitted to Government by Mr. Andrews in its present state, I cannot for a moment conceive how his Lordship in Council would have passed over the omission in silence. Government would, in that case, I think, have at once called upon the Assistant Resident to show how Sir R. K. Arbuthnot had guaranteed the agreement, or what were its terms. Even supposing again that Government had not noticed the omission, is it possible that the Honourable the Court of Directors, to whom the case was submitted, should not have remarked it? In short, how could these superior authorities have passed a decision without first acquainting themselves with the terms of the guarantee; and as I am not aware of their having ever required any explanation on the point, the above considerations induce me firmly to believe, that to the fair copy of Exhibit (F.), as forwarded to Government, the English copy of the guarantee must have been appended, though Mr. Hykoop has omitted to do so in the office copy.

6. I therefore most humbly beg, that in writing your opinion in this case, you will request Government, on my behalf, to refer to the records of the Secretariate for the copy of (F.), submitted to them by Mr. Andrews, in order that they may be fully satisfied of my innocence.

I remain, &c.

Baroda, 18 August 1851. (signed) ———

LIST of DOCUMENTS and WITNESSES in support of the Third Charge.

DOCUMENTS:

Report, dated 7th September 1848 (No. 215.)

Enclosures:

(B.) Examination of Nursoo Punt.
(C.) Nursoo Punt's Reports, No. 1, 2 and 3.
(D.) Translation of the seven years' lease.
(E.) Extracts from Moreshwer Fudkey's Report.
(F.) Deposition of Govind Nurrotum, Patel of Kasseepora, taken on the 23d and 24th August 1848.

WITNESSES:

Jugjeewan Kandass, Sett, Ahmedabad.
Veekeel Chotum Lall of Baroda.
Mehta Morarjee Kasseeram.
Patell Govind Nurrotum of Kasseepoora.
Patell Ragoonath Meethabhaee of ditto.
Patell Mooljee Muckundass of ditto.
Dessaee Wullub of ditto.
Tullatee Dhunjee of ditto,
Patell Jeebhoy Ramdass of Jamboowarra.
Patell Gooman Withal of Jambewarra.
Patell Oomeid Anoop of ditto.
Patell Jethabhaee Bhaeedass of Jeroode.
Patell Ameer Wuckta of Amodra.
Patell Bhowanee Kussla of ditto.
Jeevchund Mooljee of ditto.
Nurrrotum Bhaeejee of Baroda.
Venaick Moreshwer Fudkey of ditto.

(signed) *J. Outram*,
Resident.

Additional Witnesses:

Lieutenant Battye.
Mr. Hykoop.
Naraynrow Chimnajee.
Captain French.

Added on the 21st June 1851, subject to the Commissioner's discretion, before the close of the case.

W. E. F.

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THIRD CHARGE.

INDEX TO DEPOSITIONS.

WITNESSES' NAMES.	PAGE.	WITNESSES' NAMES.	PAGE.
Rugonath Metha -	1394. 1395	Jugjeevun Khandass -	1396
Dessaee Wullubh -	1394. 1395. 1397, 1398	Venaik Moreshwur -	1397
Govind Nurotum -	1394	Ishwur Mooljee - - -	1397
Jeebhae Ramdass -	1394	Narayen Chimnajee - -	1398
Oomed Anoop - -	1395	Lieutenant Montague Battye	1399. 1400
Ameer Wuckta - -	1395	Babajee Hybutrow - -	1399
Rupeekram Dulputram	1395	Mr. Arnold Hykoop - -	1400

(signed) *W. E. Frere*,
Special Commissioner.

Baroda, 21 October 1851.

PROCEEDINGS.

Tuesday, 15 July 1851.

THE accused having yesterday applied for an adjournment in consequence of its being the Hurk Sankrant, and the prosecutor not objecting to it, the Commissioner did not continue the inquiry pursuant to adjournment until this morning.

The prosecutor and accused being in attendance, and none of the witnesses or returns in the former cases being forthcoming, the prosecutor brings forward the third item of charge.

The prosecutor addresses the Commissioner in explanation of this article of charge, and proceeds to record the documentary evidence.

The Resident's letter to Government, No. 215, dated 7th September 1848, with enclosures, (A).

Accounts furnished by Jugjeewun Khandas (B).

Nursoo Punt's reports on the case (C.) 1, (C.) 2, and (C.) 3.

Nursoo Punt's examination of 26th August and 6th and 9th September 1848 (D.) 1, (D.) 2, (D.) 3.

Lease to the Patels of Kasseepoor countersigned by Mr. Ogilvie (E).

Agreement between Goorajee Pole and Jugjeevun Khandas, with indorsement, dated 14th January 1846, by Sir Robert Arbuthnot (F).

Report made by Moreshwur Fudkey upon the accounts of the village (G).

The above exhibits being filed, further proceedings are adjourned until to-morrow, to enable the Commissioner and accused to read all the papers.

(signed) *W. E. Frere.*

Wednesday, 16 July 1851.

THE inquiry is resumed, pursuant to the adjournment of yesterday.

The prosecutor and accused are in attendance.

Rugonath Meeta is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Rugomath Meeta.

I took the farm of Kasseepoora Jamboowaree and Amodhur in Sumbut 1901 for seven years, for 5,700 rupees. Dessaee Wullabh was with me; the farm was continued for one year. I did not give it up. Russeekram's man came and said that the Resident's order had been received, and that we were to remove our men, and he would place his there. Russeekram's man came the year after I had taken the farm; I informed the Resident, and he said that Gorajee Pole and Russeekram would carry on the business together; they did this for two years, and then Colonel Outram came and informed us that an order had been received from Bombay, and that we should be held answerable for the lease; I then went and made the collection, but recovered some 200 or 400 rupees too

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little, but then I populated the village and persuaded the villagers; they then told me to make the village over to the Guicowar authorities, and that being done, I remained at home. It was to Tatia Sahib that I mentioned what Russeekram had done. I did not see the Resident; I told Tatia Sahib that I had still two years to run, as I had made good arrangements for the cultivation, and that I would give security, but he said that he had made the village over to the Guicowar, and that the Pole would get his money from there, and that I must remain quiet. An order came to make over the village, so I did it, but it was not with my goodwill. My paruk, perhaps, has a memorandum of the revenue for 1901, it was the first year, and the village was not settled, the revenue might have been 4,000 or 4,250 rupees. The sowcar said that this was only the first year, and that when the village was populated the revenue would be more, 6,000 rupees or so; so I was not willing to give up the lease. The next year 4,200 rupees was the produce of my village, Kussepoora. I do not know what the produce of the other two villages was; I cannot tell what the average revenue has been since; the tullatee can.

Cross-examined by the Accused.

An order for attachment came, and for us to remove from the village, so why should I say anything about the lease not being fulfilled; I did not in 1902, when I came in, say that Russeekram did not act up to the lease, but made the collections without arrangement. When Mr. Battye told me that the order had come from Bombay to hold me to my lease, I did not object in consequence of having been dispossessed of it.

[The witness, admitting the above, withdraws.

Dessaee Wullubdass is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Dessaee Wullubdass.

I took the lease of Jumboowanee, Kasseepoor and Amodhur in 1901 for 5,700 rupees; I and Rugonath Meetha took it for seven years; we held it only one year. Ishwun Mooljee's man came and said that an order had been received, and that we were to remove; and then Russeekram came and removed our people, and took possession for two years. I came here to complain, and complained to Tatia Sahib; he said we might go, that the village was attached, and they would manage it. I never petitioned or spoke to the Resident; I have not got the notice that was brought. 2,000 rupees less than the amount of our farm was the produce the first year. How could I be content to give up the lease? An order came, and could I say no? I do not know what the revenue for 1902 was. Dunjee Tullatee died two months ago; there is no one carrying on his duties; he has left no relations; but all his papers are under attachment.

[The accused has no questions to put, and the witness, admitting the above, withdraws.

Govind Narrotum is called, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Govind Narrotum.

Rugonath and Dessaee had the farm of my village in 1901; they would not admit me to the threshing-floor, so I do not know what the amount of the village was that year. There was no difficulty in making the collections in that year. Russeekram had possession in 1902, and in that year 4,200 or 4,250 rupees was the produce; in 1903 2,300 rupees net revenue was produced; they had the farm of two other villages; there was no tullatee in Jumbowaree, and the tullatee of Amodhur died two years ago. There was heavy rain, and the cotton was spoiled; and the parek did not change the havildar as he should have done, so the village was injured in 1903.

[The accused having no questions to put, and the witness admitting the above, withdraws.

Jeebhaee Ramdass is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Jeebhaee Ramdass.

I do not know the amount of my village, but the collections sometimes amount to 500, 700, or 800 rupees, sometimes 1,000 or 1,200; I do not know what it was in 1901; though I am patell I only labour, and the mehta manages

manages the village. There is no tullatee in my village; the mehta writes the accounts, but I do not know who he was; my village is 12 gow (18 miles) from Kasseepoora and seven gow (10½ miles) from Amodra.

[The accussed having no questions tô put, and the witness admitting the above withdraws.

Oomed Anoop is called; the Affirmation administered to him, and he is examined by the Prosecutor.

Oomed Anoop.

I am patell of Jamboowaree, and do the duty of patell. My father and uncle were patells in 1901, and I have been patell since last year. My father and uncle are dead. There is no tullatee in the village; and whoever the authorities sent as mehta did the work.

[The accused has no questions to put, and witness admitting the above, withdraws.

Ameer Wuckta is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Ameer Wuckta.

I am patell of Ahmodra; I have been so for 10 or 15 years. I gave about 1,800 rupees to the farmers in 1901 as the produce of the village. Russeekram, in 1902, let the village to me for 1,600 rupees; I do not recollect the collections in 1903; I was ill in that year, so cannot tell; there was a deficient harvest in that year, but I am not quite certain.

Cross-examined by the accused.

Rungoba was mehta when I gave 1,800 rupees for the village. I do not recollect in what year he was mehta; I do not know where I paid the money. I do not know what the revenue was in the year. Ishwur Mooljee had the village.

[The witness, admitting the above, withdraws.

Rugoonath Mehta is recalled, and examined by the Commissioner.

Rugoonath Mehta.

Ishwan Mooljee was our security for the farm when we took it; he was our security for one year. Security was to be given next year in Kartey; but the attachment came then; the attachment came before we had to give security, but we made no question about it. Nursoopunt never asked me why we gave up the village, or about it.

[The witness admitting the above, withdraws.

Dessaee Wullubh is recalled, and examined by the Commissioner.

Dessaee Wullubh.

Ishwun Mooljee was our security for the farm. He was security for one year, 1901; the attachment was levied in 1902. I did not refuse to give security in 1902. I did not give security in 1902, as the village was attached, and who would give security. I did not refuse to Nursoo Punt to give security, nor did he ask me about it.

[The witness, admitting the above, withdraws.

The prosecutor stating that the other patells are all called to the same points as those who have been examined, and that he does not require their evidence, they are dispensed with.

The prosecutor calls in the Witness *Russekram Dulputram*, but his name not appearing in the list of witnesses, it is explained that he and *Chotumlall* are the same; and the accused not requiring an adjournment, an Affirmation is administered to him, and he is examined by the Prosecutor.

Russeekram Dulputram.

I took the management of Kesseepoora and two other villages into my hands in 1902, and continued it for 1903 and 1904. The villages were farmed in 1901; they were farmed for seven years. It was not I who broke the lease. The Pole, Gorajee Pole told me to send a mehta to the village; and so I sent a mehta, havildar, and Gorajee Pole's carcoon to the village; and the sowcar, Ishwun Mooljee, who was security for the revenue, had placed a man at the thrashing-

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thrashing-floor, and would not let us come in; and the mehta reported this to the Pole, who sent a memorandum to the Resident, and upon that a memorandum was sent to the Durbar, the obstruction removed, and then my carcoon had the management of the village. The Pole is my lord, and I am his banker. I carried on all his work for 1902, 1903 and 1904. The farm had been given, 1900, by Mr. Ogilvy, and after one year I took the management. It was on Poush-sood 14th, 1902 that I got possession (11 January 1846). I sent the people to the village at Goorajee's desire; he knows about it; he said the people could not give security, and that half the season was gone, so we must send people. It was in Mag (February and March) 1902 we sent the people there. It was a month after we had got the settlement. I did not continue the farm for seven years, as it was agreed; Gorajee told me they could not manage it, so we sent mehtas there. I did not mention this to the Resident, but Gorajee did in the memorandum he sent. Ishwun Mooljee was not willing to give up the village, because he had balances due to him; and the patells, Dessaee and Rugonath, said they could not find security, so I reported it. All that I had to do was to be done with and through Gorajee, so that I had not to report to the Resident. It was Gorajee's duty to refer to the Resident for security; I had nothing to do with it. It was by Gorajee's orders that mosuls were placed on the village; they were foot mohasuls. Goorajee can send horse or foot mohasuls without the Resident's orders; he does so always. The patells from the first repudiated the lease, so that Gorajee was obliged to take the management generally.

By the Commissioner.

Goorajee Pole is well up to business; he does not write clearly; he writes large and small. He can read Maratha well, when a carkoon is by him. He does not understand accounts. I did not go to the village in Kartey; I only took the business in Poosh. I did not see the lease for seven years, nor was it given to me when I made my agreement. It is not the part of a wise man to take the village without looking at the former lease; but I did as Goorajee Pole desired me.

[The witness, admitting the above, withdraws.

Jugabhae, otherwise *Jugjeewun Khandass*, is called in; and the Affirmation having been administered to him, he is examined by the Prosecutor.

Jugjeewun Khandass.

I know nothing of the business about Goorajee Pole in 1892; I went to Ahmedabad, and have now returned to Baroda. I did not meet Nursoopunt at Ahmedabad and converse with him on the subject. I once met him in the cutcherry and saluted him, and opened this subject three or four months ago, but except that I know nothing. I asked him if he could show me any way out of this, and he said that the order had come from England, and there was no help for it. I asked him about it because he had been employed here. Russeekram would write to me about any important business. Dewchund would write to me about it. I do not recollect whether any one wrote to me about Gorajee Pole's business. Nobody wrote to me about the agreement with Gorajee Pole in 1902; in that year Geerdhur Parak was my agent, and he had full power; he had been 30 or 35 years in my service.

[The accused has no questions to put, and the witness, admitting the above, withdraws.

The Commissioner is of opinion that the evidence of the security, Ishwur Mooljee, is requisite, and the accused not requiring an adjournment for three days, Colonel Outram is requested to have him in attendance to-morrow.

The prosecutor stating that he does not require to examine any more of the witnesses whose names he has entered in the first list, except Venaik Moreshwur, who cannot attend to-day, and the accused not wishing to cross-examine them, they are allowed to depart.

A report from Gorajee Pole, presented by the prosecutor, is recorded (H.)

Copy of memorandum sent thereon to the Durbar, is recorded (I.)

The Durbar's answer and enclosures is recorded (J.), and the inquiry is adjourned until to-morrow.

(signed) *W. E. Frere.*

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Thursday, 17 July 1851.

The inquiry is resumed pursuant to the adjournment of yesterday.

The prosecutor and accused are in attendance, and the Commissioner continues to record the evidence for the prosecution.

Venaik Moreshwur is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

Venaik Moreshwur.

I examined the accounts of Kusseepoora, Jumboowarree, and Ahmodhur, for the years 1902 and 1903, and the rough accounts for 1904. I did not see the accounts for 1901; the village was formed that year. I do not recollect the revenue for 1902, 1903, and 1904, but it was much less than the farm. I made a report to the Resident about it. The paper now shown me (G.) is the report I made. The report is made upon the accounts they chose to produce in the office here, and what Jugjewun Parek gave; but they were not kept in proper form or order. The inquiry was not made for three years; so that I could not discover what the revenue properly was, but I was led to think that some had been concealed. The farm was for seven years; it only held for one year. It appears that some representation was made at the Residency, and the lease was broken. It was the patells made the representation; I saw the lease when I was inquiring into the matter.

By the *Commissioner*.] The deposition of the 2d December 1847, referred to in the second para. of my Report (G.) was not taken before me; it was in the cutcherry, but there is no European officer's signature upon it. It was from that deposition that I became acquainted of the patell's having referred to the Residency; I did not know it before. The document now shown me is the deposition of the 2d December, to which I referred.

[The witness, admitting the above, withdraws.

The above document is recorded (K.)

Ishwur Mooljee is called in, and the Affirmation having been administered to him, he is examined by the Commissioner.

Ishwur Mooljee.

I gave security for Rugunath and Dessaee, of Kusseepoora, who took the farm of Kusseepoor, and two other villages, for one year. I became security at the desire of the Pole. The lease was for five years. I had possession and management of the village; and Russeekram, having got up a plot against me, brought an attachment against the village in Kartey 1902; at that time, the crops were some on the thrashing-floor, and some cotton, &c. in the jungle; my security began in Magshur, and without asking me they got up this conspiracy. There was no reason why I should not have stood security for another year, if they had not got up this conspiracy. I had 2,000 rupees then due to me. The patells asked me in Kartey to be security again, and I told them if they would settle my accounts, I would be security. I made a complaint to the Resident, a month or two after they had placed the attachment. I gave two or three memoranda, but received no answer; the three papers dated 5th and 29th September, and 20th December, now shown me, are the same; two of them are in 1904 and one in 1905. Russeekram had persuaded me, and promised me, so I did not give any memorandum before that. The year I took the farm I lost 2,000 rupees; some little remained uncultivated. If the villages were fully inhabited, I should say 7,000 rupees would be the produce of them; but they were not inhabited when I had them, so I cannot say for certain; if there had been no obstruction offered, 5,700 rupees per annum would be produced on a lease for seven years.

[The witness, admitting the above, withdraws.

Rugonath Mehta is again called in, and the Affirmation administered to him, and he is examined by the Commissioner.

Rugonath Mehta.

There is my signature on the paper now shown me (K.); I cannot read, and cannot tell what the paper is; I do not know what the paper is, though I have heard it read over. I was desired to sign it, and did so, perhaps. Gorajee Pole desired

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desired me to sign it; I might have signed it in the office, but I am not sure; the circumstances therein written are false; I know nothing about them.

[The witness, admitting the above, withdraws.

Dessaee Wullubh is recalled, and the affirmation having been administered to him, he is examined by the Commissioner.

Dessaee Wullubh.

The signature on (K.) is in my handwriting; I never gave any deposition; I do not know where I signed this paper; I was not questioned on the subject, and know nothing about it.

[The witness, admitting the above, withdraws.

Narrayen Row Chimnajee is called in, and the Affirmation having been administered to him, he is examined by the Commissioner.

Narrayen Rao Chimnajee.

(K.) is in my handwriting; it is the deposition of Rugonath Mehta and Dessaee Wullubh. I took their depositions at Nursoo Punt's desire; I have also taken other depositions in the same manner, but I do not recollect in what case. I do not recollect how many depositions I took in the Gorajee Pole case; I took the depositions of the patells of Kusseepoor and other places, but whether before or after this I do not know; there is a space left at the heading, and nobody's attestation, so that it appears to have been left without mention of the authority before whom it was taken. I wrote names of the deponents at the end of the first part of the statement, but they have put their own marks; but I cannot recollect how they came to sign the latter and not the former; probably they told me in the first instance to write their names for them, which I did as usual. I did not recollect why, when I found they could write their names at the end, I did not require them to sign the former deposition. I do not know why this statement was not brought before the Resident. Three papers now shown me are in my handwriting; they are the depositions of the patells of the three villages, and the tullaties of two of them; two of them were taken, one in October and the other in November, and the third was taken on the 13th December, the same date as the last deposition in (K.) was taken. These three papers were not produced before any European officer. I had the examination of the accounts for 1903, but whether these depositions were taken then or not, I cannot tell; the inquiry had not been finished, but was then going on; Juveereelall was assisting at the account; I cannot recollect the name of the man who wrote the other paper; he was employed in Waliva before Juveereelal; there was a great deal to do, and few carcoons, so Nursoopunt employed any who came to the office.

The Commissioner having finished the examination of this witness on the point to which he called him, the prosecutor having his name down as a witness proceeds to examine him.

(F.) is a paper connected with Goorajee Pole's business; it was tied up in the bundle in which the accounts and all the papers of Goorajee Pole's business were; I do not recollect when I got it out; it was taken out often, whenever it was required, but I cannot now recollect when; I do not recollect whether it was taken out before or after Colonel Outram went to Egypt; it was taken out often, but when I cannot remember; I do not recollect whether I took this to Mr. Hykoop, to translate in September last, but I recollect his asking me where the original was, and I told him with the Parek; I do not recollect Mr. Hykoop asking me why this paper was not produced before. I recollect his asking me that question in Govindrow's case, but not in this.

Cross-examined by the Accused.

I do not recollect whether I read it to Mr. Andrews for translation; I used to go to Mr. Andrews, to read papers for translation.

By the *Commissioner*.] I do not recollect whether it was usual in Mr. Andrews's time, to put the date of translation on originals; Mr. Battye has introduced that plan; Mr. Battye came here in 1849; Mr. Andrews was here in 1846.

[The witness, admitting the above, withdraws.

The

The books required from the village not having yet arrived, and Mr. Battye and Hykoop being unwell, further inquiry is adjourned until to-morrow.

(signed) *W. E. Frere.*

Friday, 18 July 1851.

The inquiry is resumed this day, pursuant to adjournment.

The prosecutor and accused are in attendance.

The Commissioner continues to record the evidence for the prosecution.

Lieutenant *Montague Battye* is called in, and having been sworn, is examined Prosecutor.

Lieutenant M. Battye.

I never visited the villages of Kusseepoora, Jumboorwara, and Amodhur. I am certain the Acting Resident never visited them. I am aware that in 1848 Colonel Outram recommended that the Resident or Assistant should visit them, and I recollect Captain French, alluding to that part of Colonel Outram's letter which suggested that they should be visited, but he did not consider that any good would accrue from such visits. I think that Captain French and I had conversations as to the advisability of making the villages over to the Durbar, and we were agreed that it would be better to let the Durbar have the villages at the full rate, rather than have them under the Pole, who was imbecile. I am not aware whether Captain French consulted Nursoo Punt on the subject; I think that he must have consulted him, as he did on all matters connected with the office.

By the *Commissioner.*] I know Goorajee Pole; he frequently comes to the office, and it is proverbial for some years past that he is unable to look after his own interests. I should say it was from a deficiency of intellect, not from carelessness. I do not know that I can mention any particular instance of imbecility that has come to my notice; but his general conduct is such that all people impose upon him, and his carcoons never do what he desires them without coming to ask me whether it should be done. I arrived here in October, 1847. The Pole carcoons never asked me anything about relinquishing the lease of the three villages.

[The witness, admitting the above, withdraws.

The prosecutor gives in a paper, purporting to be a statement made on the 30th June 1849, by Russeek Ram Jugjeewund Khandas, agent, the existence of which he did not know of before this morning, and as it materially supports his charge of collusion; in this case he requests it might be received, and the carcoon who wrote it examined on the subject; the Commissioner being of opinion that the document should be received files it (L.), and the accused not requiring an adjournment for three days previous to examining the witness.

Babajee Hybutrow is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Babajee Hybutrow.

(L.) is in my handwriting; it is the deposition of Jugjeewun Khandas Gomashta. I took it at Nursoo Punt's desire. I do not clearly recollect, but either Nursoo Punt himself put the questions, or else Narayen Row Chimnajee was there and did so. I wrote down the question and took the answer down. I did not copy a deposition.

Cross-examined by the Accused.

I went sometimes to Mr. Battye when the Pole business was under investigation, and transacted the business for him. I do not well recollect whether Russeek Ram's deposition was ever taken before Nursoo Punt, except in Mr. Battye's presence. I am quite certain that this statement was taken at your desire, but whether in the office or in Mr. Battye's presence, I am not quite sure.

By the *Commissioner.*] It is customary when a statement is made before any officer, to enter on the heading that it was taken in such a person's presence; either Nursoo Punt or Narayen Row must have told me to write this heading without

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without it, and that must have been why I did it. I was under their orders, and wrote what they told me. Mr. Battye's name is not mentioned, and from that it appears that the statement was not before him. Depositions will be found without Mr. Battye's name in the heading, but which have his attestation to them.

[The witness, admitting the above, withdraws.

Mr. *Arnold Hykoop* is called in, sworn, and examined by the Prosecutor.

Mr. A. Hykoop.

I was employed here when Mr. Andrews was Acting Resident; he used sometimes to translate papers himself. I do not know whether he was in the habit of endorsing on the native papers in English the date on which he translated them. I am not conversant with Guzerattee, and cannot tell whether (F.), now shown me, is likely to be the paper of which a translation in Mr. Andrews's handwriting is also shown me. I cannot account for the endorsement on the Goozerattee not being on the English translation; Mr. Andrew's would either have copied the endorsement if he had translated the paper, or would have told me to have done so; he would have told me either by a memorandum or personally. I think last September was the first time I saw (F.)

Cross-examined by the Accused.

I do not know whether Colonel Outram mentioned this in his report of 1848. I think he must have seen the original endorsement. I do not recollect having said, when translating your report, that I would look at the English endorsement and copy that.

Re-examined by the Prosecutor.

I only suppose that the Colonel saw the original endorsement when he made his report in 1848, because the inquiry was then going on. I am aware that Colonel Outram sent for the original when he made his report in September last.

By the *Commissioner.*] In September last Colonel Outram made some inquiry about not having seen the endorsement before. I did not clearly understand what the Colonel meant by not having seen the paper before, whether before September last or before 1848. I believe Colonel Outram questioned me more than once on the subject.

[The witness, admitting the above, withdraws.

Lieutenant *Montague Battye* is recalled, and re-examined by the Commissioner.

Lieutenant M. Battye.

The deposition of Russeekram (L.), could not have been taken in my presence, or it would have borne my signature. I invariably attach my signature to all depositions that are taken before me. I am not aware that Nursoo Punt ever carried on any inquiries, or took any depositions in the case of Goorajee Pole at that time, except with the Resident's or Assistant's orders. Colonel Outram desired me in September last to compare (F.) with the original. I recollect his expressing his surprise at the seven years' lease having been annulled, but I do not recollect his expressing any surprise with regard to the endorsement. I could not tell at this length of time, even after hearing it, whether (L.) had been read over to me or not, but if it had been taken before me it would have my signature.

[The witness, admitting the above, withdraws.

The prosecutor requests to be allowed to file the accounts he received from the Durbar for 1904 and 1905, to show that, in those years, the produce of the villages had not fallen off, and that there was no reason on that account to cancel the lease, and the Commissioner determining to receive it; it is recorded (M.)

The accounts ordered from the village not having been received, further inquiry is adjoured.

(signed) *W. E. Frere.*

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Saturday, 19 July 1851.

The accounts having been received from the village, the inquiry is resumed this day.

The prosecutor and accused are in attendance.

The accounts for Kusseepoora only are forthcoming, but these appear complete from 1901 to 1906 inclusive. and are recorded (N.) 1, to (N.) 6, inclusive.

There is a lease also found among the same papers passed by Gooragjee Pole, letting the village of Kusseepoora to the patells from 1904 to 1908, at 3,501 rupees per annum, which is read and recorded (O.)

The accounts of the three villages for 1904, and extra revenue, as received from the village in the office are recorded (P.)

A talibund of the villages for 1905, while the villages were administered by the Residency establishment, is recorded (Q.), and the prosecutor having no further documents to produce, the prosecution is closed, and the accused requesting to be allowed until Friday to prepare his defence, further proceedings are adjourned until that day, unless answers in case, No. 1, should be received from Bombay, or the witnesses in the fourth or fifth charge should be forthcoming.

(signed) *W. E. Frere.*

Friday, 25 July 1851.

The inquiry is continued pursuant to adjournment.

The prosecutor and accused are in attendance.

The accused gives in his answer, which is read, and recorded (R.)

The accused also requests that the answer from Government to Colonel Outram's letter may be called for and recorded, and the prosecutor producing it, No. 204, of the 12th January 1849, it is recorded (S.), and the accused having no further evidence to produce, the defence is closed.

The prosecutor requesting to be allowed until Saturday the 2d proximo to prepare his reply, and the accused making no objection, further proceedings in this case are adjourned until that date.

(signed) *W. E. Frere.*

Saturday, 8 August 1851.

For the same reason as stated in the proceedings yesterday on the first charge, further hearing of this case was not resumed on the 2d instant, but adjourned to this day, and

The prosecutor and accused being in attendance,

The prosecutor addresses the Commissioner in reply to the defence.

The prosecutor then offers the following Exhibits in support of the allegations in his reply, and to rebut the accused's defence:

Extract from Government orders, appointing Mr. Ogilvy Acting Second Assistant Resident at Baroda, to show that Mr. Ogilvy had been nearly as many years as Nursoopunt had been months in office, at the date when his defence implies that he called Mr. Ogilvy's attention to the unsatisfactory nature of the accounts.

Mr. Ogilvy's elaborate report on the Pole's affairs, dated 12 December 1844, to show that he was familiar with their minutest details.

A list of Mr. Ogilvy's correspondence with the Durbar, as Acting Resident, and what passed through his hands as Assistant Resident, on the subject of Gorajee Pole's affairs, to show that this familiarity had been obtained prior to Nursoopunt's arrival, and by the researches and study of that gentleman himself; to invalidate the indirect argument urged by the accused in his favour, that it was to him, Mr. Ogilvy was indebted for his correct views on the Gorajee Pole case.

Extracts from Nursoopunt's defence on the fourth charge, adduced to show that in important cases Mr. Ogilvy did not apply to him as he had been but newly appointed, and that Sir R. Arbuthnot always looked into the cases himself.

As

As the argument in the defence, which these are offered to invalidate, does not either directly or indirectly rebut the charge of not bringing to the notice of his superiors the rapid diminution of the revenues of the Pole's villages, or that the lease had been avoided, the Commissioner does not think it necessary to record these documents.

Memorandum from Gorajee Pole to the Resident, dated 6 February 1844, to prove that the plan of farming the villages, the credit of which Nursoopunt takes to himself of having suggested to Mr. Ogilvy, was proposed by Gorajee himself about three months before Nursoopunt took charge of the office of native agent.

Memorandum from the Resident to Gorajee Pole, dated 25 March 1844, to show that Mr. Ogilvy had been made aware of the financial condition of the Pole's villages by the Pole himself, upwards of two months before Nursoopunt arrived at Baroda; and that Mr. Ogilvy was not indebted to Nursoopunt for the statement of the revenues from Sumvut 1896 to 1899, as stated in his defence.

For the same reason as assigned for not recording the former documents offered by the prosecutor, the Commissioner does not record these; though had the accused not, in his defence, argued that all that was done favourable to the Pole was at his suggestion, which assertions these documents cannot rebut, the Commissioner would have thought it right in justice to him to have recorded them.

Depositions of the Patells of Jamboowarra, dated 22d October 1849.

Ditto of the Patells of Ahmodra, dated 23d November 1849.

Ditto of the Patells of Kasseepoora, dated 15 December 1849; to prove that Nursoopunt had designed to persuade the Resident to agree to a new arrangement, and into belief that the lease had been cancelled, by making it appear that it had been cancelled or become a dead letter during Sir R. Arbuthnot's incumbency.

As the document (K.) already recorded is to this point, and Narrayenrow Chimnajee, in his deposition of the 17th ultimo, refers to other depositions taken in the same manner, the Commissioner does not think it necessary to take further evidence to this point, and therefore does not record these papers.

Letter from Mr. Secretary Willoughby to Sir R. Arbuthnot, dated 26 April 1846, adduced to show that it was not by Nursoo Punt, as he asserts, but by Mr. Willoughby, that Mr. Andrews's attention was drawn to the accounts.

As this letter is referred to by Mr. Andrews, in his letter of the 13th August 1846, to which both the prosecutor and accused have often referred, and the Commissioner is of opinion that the letter, together with the answer to it, should be recorded; he determines to record this also, and they are accordingly, (T.), (U.), and (V.)

A memorandum drawn up by Venaik Moreshwur Furkey, in reply to the strictures passed upon his report (G.) by Nursoo Punt in his defence.

The Commissioner being of opinion that the gravamen of the first instance of the charge lies upon the rapid diminution of the revenue, and that the report (G.) is much to this point, and any controversion of it should be canvassed, considers that either Baba Furkey should be recalled as a witness, or his report filed, and as the accused prefers that the report should be filed, it is done accordingly (W.)

The prosecutor also proffers the following witnesses, Kaledars Trimbuck, to be examined, to prove that he was an *employé* in the Residency in January 1846, and wrote the new para. upon (F.), in order to disprove the assertions made by Nursoo Punt in (C. 1) para. 5, and elsewhere, that Sir R. Abuthnot, without paying the slightest attention to what sort of agreement had been entered into between the Pole and Paruk, merely wrote an indorsement upon the bond given by the Pole to the Paruk.

The accused stating that the above refers to private agreements between the parties, which Sir R. Arbuthnot did not look at, and not to the agreement (F.), and as those agreements are not before the Commissioner, he does not think this evidence requisite.

Lieutenant Battye, to prove that Colonel Outram did, in public office, inform Nursoo Punt of what he was about to report to Government against him in the Gorajee Pole case, and of his, Nursoo Punt's, demeanour at the time.

As the Commissioner is of opinion that the guilt or innocence of the accused, as now under trial, is not affected by the fact of whether the Resident informed him

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him in the most public manner of his suspicion, or in the most secret manner possible reported his suspicion to Government, the witness need not be called in.

The documents (H.) and (J.) having been recorded after the witnesses were examined, no evidence was taken as to the handwriting of the endorsements upon them ; but the accused admitting that (H.) is in Nareyenrow's, and (J.) in his own handwriting, evidence is not required, and the inquiry into this charge is therefore closed.; and at the prosecutor's request, Tuesday next, the 11th inst., is appointed for hearing his reply in the fourth case.

(signed) *W. E. Frere.*

FINDING.—*Third Charge.*

THE third charge against Nursoopunt is betrayal of trust in the case of Gorajee Pole, and contains two instances of misconduct; First, " Conniving at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement on the part of the individual to whose management the estate had been confided."

The second instance is, having " allowed a certain lease, dated the 14th September 1844, by which the patells bound themselves to make good the revenues of the three villages to the amount of 5,701 rupees per annum, for seven years, giving banker's security for the same, to be abandoned or cancelled without bringing the circumstance to the notice of the Resident, though well aware that by maintaining the leases on the original terms the revenues of Gorajee Pole would have been preserved intact."

The evidence in this case, as well as the instances of the charge, are so involved, that the best way to arrive at a clear understanding of the points for trial will be to place all the evidence in chronological order, and not attempt to consider it in the order in which it has been recorded.

Government have already, as shown in Mr. Chief Secretary Willoughby's letter to the Resident, No. 1569, dated 22d April 1846 (T.), made themselves so well acquainted, from the records of the secretariate, with the history of the Pole family, and the nemnook they enjoy, that any historical introduction of the subject in this place is unnecessary. We will therefore commence with the 14th September 1844, three months before the date of Mr. Ogilvy's letter, to which Mr. Willoughby's communication (T.) was a reply. On that day Mr. Ogilvy sanctioned the lease of the Pole's villages to Rugonath Metha and Dessae Wullubh, patells of Kasseepoora, for seven years, at 5,701 rupees per annum (E.), to be paid in three instalments, one of 1,901, and two of 1,900 rupees each, on the 2d of Poush, Falgoon, and Jeyst Sood respectively (say in January, March, and June); the lessees also covenant to furnish, through the Resident, in the month of Ashvin, (September, October) in each year, banker's security for the rent, and in failure, the Pole might, through the Resident, name a manager, and send him to attach the village and collect the rent, they being answerable for all loss ; they also covenant to maintain all hucks to manage the village, according to former practice ; not to oppress or exact from any one ; to show, when required, the accounts for any year ; and at the expiration of the lease to make over the village to the Pole. There is also a clause against alienating any land in Vechania or Gerrania; they also covenant not to sublet, unless it be the villages of Ahmodra and Jamboowaree to their respective patells, but to no others, and in case of subletting, they undertake that the sublessees should be bound by these same terms. There is a clause reserving a right to cut grass and wood in Jamboowaree to the Pole, and another regarding the appropriation of fines, and the two last clauses make the Resident the referee in case of heavy loss or misunderstanding.

It further appears from (H.) and one of the enclosures to (J.), and his own evidence (page 1397), that Ishwur Mooljee was security for the first year, and would have been security again if the patells would have settled his account (page 1397), though from the accompaniments to (J.), there seems to have been so

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so much underhand work betwee Gorajee and Ishwur Mooljee, that we may almost imagine the security was only fictitious.

From the second para. of Nursoopunt's report (C.) 1, and from (D.) 3, Answer 23, it appears that up to 1844, Gorajee Pole had banked with Khandas Wagjee, who, through the Resident, had managed his villages; that Gorajee had long been anxious to transfer his account to Jugjeewun Kandas, but that the Residents would not allow of it, until on the 14th January 1846, with Sir R. Arbuthnot's consent, Gorajee passed a deed (F.) to Jugjeewun Khandas, by which he acknowledged the receipt of money (but no specific sum), and that in consideration of this money, and his receiving hereafter annually 5,412 rupees, he made over, from the beginning of Sumvut 1902 (31st October 1845), to Jugjeevun Khandas his three villages, Kasseepoora, Jumboowara, and Amodhur, and any drafts for cash (he might receive from the Guicowar), until full payment of principal and interest shall have been made. There was a new para. added to it, reserving the patell's lease to this deed; there is Sir R. Arbuthnot's guarantee, dated 14th January 1846, that so long as the debt shall remain, and the paga be maintained, Gorajee Pole shall not interfere with the management of the village.

On the 16th February following, just one month and two days after the guarantee, Gorajee Pole sends a memorandum (H.), dated 28th January, to the Resident, saying that he had called upon the patells to furnish security for the current year, but that they could not, and therefore that they would not hold to their lease, but that he, Chotumlall, and Jugjeewun Khandas had consulted with the patells, and they agreed amongst themselves that the banker's havildar and clerk should collect what they could from the village, without reference to the lease; and on the 13th January (the day before the Resident's guarantee to Jugjeewun Khandas) they sent those people to the village to collect their half share, but in consequence of a letter sent by Ishwur Mooljee to the patells, they opposed the havildar and clerk, and would not let them take away their share; he therefore begs that Ishwur Mooljee might be called upon to furnish 5,700 rupees security, or to remove this obstruction.

This memorandum the Resident, apparently with deliberation, for his endorsement is dated the 19th, sends to his Highness the Guicowar, instead of telling Gorajee that the lease provided that the Resident should send a manager to the village if the patells did not furnish security, and consequently that the arrangement with the patells was invalid, and that as he had transferred the lease to Juggeevun Khandas, and it was part of the guarantee that he was not to interfere with the management, he should be content to receive his 5,412 rupees per annum from the banker, and let Juggeevun settle his disputes with his own ryots, for such they had now become.

The Resident's memorandum to the Guicowar (I.), dated 19th February 1846, requests him to direct Ishwur Mooljee to remove any obstructions he may have made, and to make arrangements to prevent a recurrence of them. An answer (J.) was received, dated the 2d April, to the effect that what the Pole mentioned appeared to have happened, but that from papers presented by Ishwur Mooljee, which he enclosed, Ishwur Mooljee appeared to have claims against the Pole; his Highness therefore requested the Pole might be directed to settle them, and to that effect, it appears from an endorsement in Nursoopunt's handwriting (page 1403), an answer was on the 7th April sent to Gorajee Pole.

The enclosures sent with his Highness's memorandum are Ishwur Mooljee's statement, and two agreements passed by Gorajee Pole to Ishwur Mooljee, the one dated 20th September 1844, apparently relieving him from all responsibility which would attach to his security bond, and the other dated the 9th February 1846 (five days only before his bond to Jugjeevun Khandass, and subsequent to the date of his complaint to the Resident against him), giving him, Ishwur Mooljee, the management of his villages until a debt of 2,001 rupees, which he owed him, was cleared off.

It appears extraordinary how the terms of Gorajee Pole's lease should have escaped the Resident's memory, and all this have occurred as it did so immediately after he had had the lease before him, even if the native agent did not bring it to his notice; however, so it was, and nothing further appears in this case until the 13th August following, when Mr. Andrews addressed his letter, No. 187 of 1846, Exhibit (U.), to Mr. Secretary Malet; in the 5th para. of which

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which he seems not to have been aware of the above correspondence (H.), (I.), and (J.), but to think that the seven years' lease was in full operation, and suggested that Jugjeevun Khandas should pay his rent into the Residency, and that the paga should be paid from there, and money paid direct from the treasury to the Pole for his maintenance, by which the Resident would obtain a beneficial control over the Pole's expenditure. This plan was approved of by Government in Mr. Secretary Malet's letter, No. 313 A. dated 22d January 1847, Exhibit (V.), the banker's consent to it being first to be obtained.

It might not perhaps be out of place for the Commissioner here to remark, that the advantage to be derived from leasing the Pole's villages, and securing him a fixed income, is not apparent, so long as he may go either to the same banker, or any other person, and still contract debts for which he will be further liable. The only way in which the Commissioner sees the Pole, or any other imbecile, such as he is reported to be (page 1399, *et seq.*) could be benefited by the arrangement proposed by Mr. Andrews would be, by at the same time declaring such people incompetent to manage their own affairs, and that all debts contracted by them would be invalid.

Upon the receipt of the letter from Government, it appears (D.) 1, Answer 1, and Nursoopunt's report (C.) 1, para. 6, that the banker's carkoon was sent for and directed to bring his accounts; those for the first year were produced in April or May (D. 1, Answer 1) 1847, and those for 1903 promised when ready, and produced, it appears (D. 1, Answer 4), in November 1849. In these accounts (which, however, do not appear to have been accepted) the revenues of the villages were credited, *Rs.*4,373. 15. 9. in the first year, and *Rs.*2,844. 14. the second, instead of 5,701 rupees in each year, according to the lease, for which the carkoon accounted by mentioning that the patells had broken their lease, and entered into a new arrangement, by which they only paid the banker the amount of the collections realised.

Meanwhile the lessee patells had been sent for (C.) 1, para. 7, and their depositions (K.) taken on the 2d and 15th December 1847, in which they admit having been parties to breaking the lease; but these depositions they have before the Commissioner (page 1397, 1398) most positively denied any knowledge of, and declare (Rugonath Mehta, page 1394) that though the revenue had fallen short the first year he was not willing to give up the village, as his sowcar told him that when it was populated (abadee) the revenue would be 6,000 rupees or so, while Dessaee Wullubh asks (page 1394), how he could be content to give up the lease? an order came, and how could he say no?

In the course of the inquiry before the Commissioner it appeared from Dessaee Wullubh's evidence (page 1394), that Dunjee, the tullatee of the village, died about two months before, but that his papers were under attachment; the Commissioner therefore requested the Resident to procure them, and they were produced, and among them the draft of a lease recorded (O.) was found (page 1401), with counterpart from the patells, giving them the village of Kasseepoor alone, from 1904 to 1908 (five years from 10th April 1848), at a rent of 3,501 rupees per annum, which supports their assertion, that they were not willing to resign the lease.

In June 1848, Nursoopunt makes his first report (C.) 1. on these villages, and in the following month another report (C.) 2, which is returned to him for alteration, and which he enlarges.

The accounts for 1902 and 1903 were given to Baba Furkey to report upon on the 27th July; they having only lately been received from the village authorities (A.) para. 3, the originals have not been recorded, but translations form Appendix (A.) of Exhibit (A.), and on the 26th August Nursoopunt undergoes before the Resident three examinations (D.) 1, 2, and 3, on the subject of his reports. Baba Furkey gives in his report on the 5th September 1848 (G.), which is submitted to Government by Colonel Outram (apparently without being referred to Nursoopunt for any remarks he might have to offer), with his letter, No. 215, of the 7th September 1848 (A).

Nursoopunt in his defence (R.) canvasses Baba Furkey's report, and a reply to those remarks is recorded (W).

While the rough accounts for Kasseepoora, from 1901 to 1906 (N.) 1 to 6, found among the late tullatee's papers (page 1,401).

Jugjeewun

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Jugjeewun Khandas's examination regarding the accounts for 1902 (L.), and his accounts for 1904 (B.) and (P.) Accounts for the first six months of 1905 (Q.) and the accounts of the villages for 1906, while under attachment (M.), are recorded with the hope of throwing some light upon the subject, but none of the documents go in any way to prove that there has been a rapid, or any diminution of the revenues of the estate belonging to Gorajee Pole.

The three villages which formed this estate, were in September 1844 let, with Mr. Ogilvy, the then Resident's concurrence, for seven years, for 5,701 rupees per annum, and every precaution was taken to secure this rent being paid; banker's security was to be furnished each year, about September or October, while the crops would still be standing, and if the lessees neglected to furnish security when required, an application to the Resident would have enabled him to have taken possession of the villages, and have secured to the Pole his full share of the produce.

This lease in the month of January 1846 the Pole makes over to Jugjeevun Khandas, and enters into an agreement with him, that for the consideration of 5,412 rupees per annum, and a sum of money in cash (how much is not known, though from the note on the accounts furnished by Jugjeevun Khandas (A.); Appendix (A.), it would appear to have been *Rs.* 7,001. 3. 9.), he shall hold these same villages until his debt be paid, and in addition the Pole makes over to the banker whatever drafts he may receive for cash from the Guicowar. These drafts are for 1,000 rupees per annum, so that by this deed, which is guaranteed by the Resident, Sir R. Arbuthnot, Gorajee Pole makes over an annual income of 6,701 rupees, apparently well secured, for *Rs.* 7,001. 3. 9. in cash, and 5,412 rupees per annum.

It is difficult to imagine how Sir R. Aburthnot could have allowed the deed to be executed without Jugjeevun Khandas specifying the amount of cash he had paid to the Pole, and the explanation of this given by Nursoopunt in (D.) 1, Answer 11, and again in his defence, para. 4, that Sir Robert Arbuthnot refused to enter into any discussion regarding their documents, is far from satisfactory; but that it was the Resident's and not the native agent's act, and done with deliberation, is evident from Sir R. Arbuthnot's guarantee upon it, and, therefore, further inquiry or conjecture would be foreign to the present investigation. By this deed (F.) the banker Jugjeevun Khandas is bound to abide by the lease to the farmers, and consequently whatever arrangement he might choose to make with them, whether resulting in his own loss or gain, could not affect his agreement to give the Pole credit every year for 6,701 rupees, and to pay him 5,412 rupees, holding the villages until his debt was satisfied. And the Pole could not suffer by the lease being given up or cancelled, as by the guarantee to Jugjeevun, the Pole was precluded from any interference in the management, and, therefore, he could not be a consenting party; and if Jugjeevun called him in to counsel, it was at his own risk. What then the revenue of the villages as collected by Jugjeevun was, does not affect Gorajee Pole, since he had his income secured to him irrespective of all accidents of seasons or management, so that there could be no diminution of his revenue to bring to the Resident's notice.

The next question is, whether Nursoopunt allowed the Patells to abandon their lease without bringing it to the Resident's notice. We have seen above that abandonment of the lease by the Patells, does not affect Gorajee Pole's interests, for he has transferred their lease to the banker Jugjeevun Khandas, and; therefore, so far as the Pole is concerned, no guilt can attach to Nursoopunt. But the inconsistencies and contradictions in his defence, which would lead one to conclude that the Pole's rights being saved to him was more the result of accident than design, prevent the Commissioner passing this part of the question over without remark.

We have seen in (H.) Gorajee's report to Sir R. Arbuthnot, of the 14th February 1846, that he informs the Resident that the patels will not keep the lease, and that it had been agreed with the patels that the banker's havildar and mehta should manage the collections; this might, and certainly ought to have been received by Sir R. Arbuthnot, as intimation that the lease was abandoned; and if he was not satisfied that the Pole had no interest in it, and that the paruck could manage his own affairs, he ought to have taken further notice of it. Nursoopunt, in the 4th para. of his defence (R.), says that Sir Robert Arbuthnot was aware of the fact that Russeekram and the Pole managed the village,

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village, but never offered the slightest interference; and this would imply that the Resident did not consider the Pole's interest in the lease at an end. But in the 7th para. of his summary (C.) 1, he says there is no proof of Sir R. Arbuthnot having been made aware of the fact, and if he had he would have instituted some inquiry; contradictions which the Commissioner can in no way reconcile. Again, Nursoopunt, in the 5th para. of his defence, asserts that he informed Mr. Andrews of the state of the Pole's affairs, and that it was on his suggestion that Mr. Andrews wrote to Government, but it is very clear from Mr. Andrews's letter of the 13th August 1846 (U.), that he had not been made aware of the lease having been abandoned, for in the 5th para. he writes of it as having five years yet to run.

We have seen above that Nursoopunt is not answerable for Sir R. Arbuthnot's not having taken any notice of Jugjeevun's having abandoned the lease; but it surely was Nursoopunt's duty, when informing Mr. Andrews of the state of affairs, to have mentioned this circumstance to him, but that he did not do so is very clear from his Answer 3 (D 1.), in which he admits that Mr. Andrews knew nothing of it until May 1847, just before he left Baroda, and therefore that the lease was saved to the Pole, seems more the result of accident than of any design on the native agent's part to preserve it.

This idea receives confirmation from the settlements proposed by Nursoopunt in (C.) 1, para. 9, where a part of his suggestion is that the paruck should resign the management, and again in the 10th para. he proposes a ten years' lease, at 5,300 rupees to some person he does not name, who is willing to take it if granted in two or three days; letting alone the precipitancy involved in this suggestion, which of itself would make it objectionable, it shows that Nursoopunt was not aware that the former lease was still binding upon the patells, and consequently that he had no part in preserving it.

Nursoopunt, in Answer 9, (D.) 1, when called upon to account for suggesting a new arrangment, explains it as being merely temporary, and not intended to be permanent; but that the Commissioner cannot admit, for a ten years' lease is not a temporary expedient, and a suggestion that it should be settled in two or three days, he having a person ready to take it, gives to the suggestion a most questionable appearance. That the lease had been virtually cancelled appears to have been very strongly impressed upon the Resident's mind, and to have led him to take the villages one year into his own management, and another year to have made them over to the Gaekwar authorities; but this, though it may lead to some embarrassment and difficulty in settling the different rights and claims involved, in no way bears upon Nursoopunt's case.

The deposition of the lessee patells on the 2d and 15th December 1847, (K.) throws some further suspicion on the case, for whether they had admitted the deposition or not, Nursoopunt cannot deny it, and he has not explained with what object they were examined by him (of which there is no doubt), and there is nothing to be found in the proceedings to show why at that time their depositions were called for, nor why he thus took upon himself to examine witnesses contrary to what in (D.) 3, Answer 24, he says was his invariable custom; all this, added to what is mentioned above, tends to place Nursoopunt's conduct in a very unfavourable light.

Since Mr. Andrews writes of the lease as then in force, the objection raised by the prosecutor that Nursoopunt had suppressed Sir R. Arbuthnot's endorsement upon the bond, translation of which accompanied Mr. Andrews's letter, becomes of no importance, though Nursoopunt is very anxious to clear himself from that imputation, and suggests that the endorsement will be found on the translation sent to Government though it might not be on the copy kept for record in the Residency. The doubt can easily be set at rest from the records in the secretariate, but it appears to the Commissioner to be of no consequence whatever.

The two questions, first, that the revenues of the Pole's estate had not fallen off, and secondly, that the lease, though it might have been abandoned or cancelled as far as the patells and paruck were concerned, is still, as far as the Pole is interested in it, good against the paruck and patells, having been disposed of, there remains no occasion for any scrutiny into the paruck's accounts; for though the paruck's accounts (A.) Appendix (A.) are clearly not correct, in not giving the Pole credit for 5,701 rupees per annum as the rent of the villages, and may be further wrong in debiting him with a balance of 7,001 rupees as paid

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paid to liquidate former debts, still there was no occasion to call for the accounts; and as there could be no falling off in the Pole's revenues until the Resident had cancelled the lease, there was no occasion to inquire into the paruck's management of the village, unless with a view to ascertain whether he was injuring the village by bad management; but that was not the object in view: the object sought was to prove embezzlement, but embezzlement there could not be, as the paruk would only be embezzling his own property. The only accounts which could affect Gorajee Pole were those prior to his engagement with Jugjeevun; in order to ascertain what sum the latter had advanced, and that being fixed, their accounts, as far as the Resident was concerned, might have been settled in any half hour. The Pole was a debtor for a sum, say *Rs.* 7,001. 3. 9., and had received a further sum in the first year of 5,412 rupees, in payment of which he had given a lease for 5,701 rupees, and drafts for a further sum of 1,000 rupees ought to have been made over to him, thus making a payment of 6,701 rupees, against 5,412 rupees, leaving a balance of 1,289 rupees to pay the interest and reduce the principal of the original loan, and then a very few figures would have shown that the whole debt, principal and interest, would be paid off in between six and seven years. The subsequent accounts would only show what sums Jugjeevun claimed as paid, over and above the original advance and the 5,412 rupees per annum; but as these sums formed no part either of the Resident's guarantee or the debt for which the villages were pledged, there was no occasion for the Resident to inquire into them, as the only way in which Jugjeevun could recover his claim would be by a suit in the constituted courts of the country. But though the Commissioner thinks the accounts were not required, he by no means thinks Nursoopunt free from blame in not having taken care that correct accounts, ordered in February 1847, were produced before July 1848.

The only evidence Nursoopunt has produced in his defence is (S.), Mr. Chief Secretary Malet's letter, No. 204, dated 12 January 1849, by which he urges he is acquitted of all blame, and if that be the case, the acquittal would extend to the second charge as well as to this; but the Commissioner is of opinion that Government having subsequently directed an inquiry into these cases, this letter cannot be considered as finally deciding them, but must be looked upon as the opinion of Government given upon such evidence as they then had before them, and liable to be altered or modified by them to any extent on the evidence now produced, and upon that evidence the Commissioner arrives at the following opinion: That as the patells' lease which Gorajee Pole made over to Jugjeevun Khandass was still, as far as Gorajee Pole is concerned, valid, there had been no falling off or diminution of the Pole's revenues to bring to the notice of his superiors. That Jugjeevun Khandass was at liberty if he chose, as far as his tenancy was concerned, without subjecting himself to a charge of embezzlement, to release the patels from their engagement, provided he did not injure the village. That the fact of his not having kept the patels to their lease, but managing the village himself, must have been known to Sir R. Arbuthnot, who took no notice of it, and was known to Nursoopunt, who did not inform Mr. Andrews of it, and that Nursoopunt's conduct in not informing Mr. Andrews, appears in a very unfavourable light. That there was no occasion for requiring the paruk to produce his accounts, but having been ordered to procure them, Nursoopunt was negligent in not having obtained them at an earlier period, and that the accounts not having been submitted to him, he is not answerable for anything connected with them further than the delay.

(signed) *W. E. Frere.*

(True copies.)
(signed) A. Malet,
Chief Secretary.

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FOURTH CHARGE.

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Baroda, 21 October 1851. (signed) *W. E. Frere,*
Special Commissioner.

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FOURTH CHARGE.

(A.)

TRANSLATION of a Mahratta Memorandum.

Memorandum, Sumvut 1901.

Cr.	*Rs.*		*Dr.* *Rs.*
Received from the firm of Hurry Bhugty, through the hands of Hurrea Khidmutgar, ready cash, on the 6th Veishakh Soodh - -	20,000	Expense account made over to Asharam Purboodass to give to Nursoo Punt Tattia, ready cash - - -	20,000
Rs. 20,000.		*Rs.* 20,000.	

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(B.)

TRANSLATION of Rough Cash Memorandum Sheet of *Pureekh Samul Bhugty,* for the Year Sumvut 1901 (A.D. 12th May 1845).

I bow to Shree Gunnesh.

Monday, the 6th of Veishakh Shood, Sumvut 1901.

Cr.	*Rs.*	*a.*	*p.*		*Dr.* *Rs.*	*a.*	*p.*
Collected in the name of Shree Gunnesh - - - -	–	–	1 ¼	On the 6th and 7th Veishakh Shood, paid to Pureekh Purshotum Bhoy Bechur Bhoy, through the hands of Vittul Narunjee, in cash -	425	–	–
Last balance - - -	29,299	8	9				
Received on the 6th and 7th Veishakh Shoodh from Kemchund, on account of Jaiwaree Veerchund Roopchund, cash 425 and 75 rupees, -	500	–	–	On the 6th and 7th Veishakh Shoodh, paid to Lukhnidas Gokul, through the hands of Maneekchund Jugjeewundas, on the part of Pureekh Damodhur Bhana, and credited to the latter on account of bills on the purgunnah of Korull, at 8 ½ annas. The whole to be paid after one month; broker Moteea Hirjee	1,000	–	–
Received on the 6th and 7th Veishakh Shood from Pureek Damodhur Bhana, cash on account of bills on the purgunnah Karull, 1,300 rupees, of which 1,000 rupees was received by Pureekh Lukhmidas Gokul on my account, which is debited to him, and the remainder, 300 rupees, was paid in cash by Maneekchund Jugjeewun, 120 and 180 rupees - - -	1,300	–	–	On the 6th and 7th Veishakh Shoodh, paid cash to Keemchund Chegund - -	200	–	–
Received from Pureekh Pitamber Sewlal Veishakh, Shood 6th and 7th, which is debited on account of instalments for the month of Cheiter, to Rajeh Shree Anund Row Bajee Sinde - - -	20	9	9	On the part of Bucktidas Vandas to pay to villagers of Buluswara on account of bills granted for payment of cotton - - - -	100	–	–

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Cr.			*Rs.*	*a.*	*p.*
Received on account of Vutao, of which debited to the sircar account, *Rs.* 64. 15., viz., *Rs.* 20. 4. and *Rs.* 44. 1., and to the account of Rajeh Shree Amund Row Sinde, *Rs.* 1. 0. 9. - - -			65	15	9
Received from Jumedar Seta Ram Gopal, on the 6th Veishakh Shoodh, cut from his pay, and debited to Vanotur, the gomashta of Kushondus Rugunathdas -			3	–	–
House account received on 6th Veishakh Shoodh, cash, in four bags, taken out of the room - - - -			8,000	–	–
Veishakh Soodh 6th and 7th, received from Juverchund Luckmichund a bill for 1,300 rupees, drawn by the sircar on the firm in favour of Pureekh Vukteesur Balajee, for which credit the former and debit the Sircar -			1,300	–	–
Veishakh Shoodh 7th and 8th, credited to Pureekh Munsook Ram Baidas - -			11,006	8	–
Viz., Cash paid *Rs.* 11,006. 8., detail of which is as follows:					
Paid by Pureekh Purbhoodas Sukeedas 6,500 rupees, of which 2,500 rupees is debited to his account, and 4,000 rupees paid by Pureekh Juver Luckmichund to the account of the former, through Gordun, viz., 3,500 rupees cash, and a bill for 300 rupees.					
Cash paid by you from your house *Rs.* 4,506. 8.					
As follows:					
Paid by you to Pureekh Khoossalchund Ambidas, 4,000 rupees, who paid the same to Pureekh Vurey Bookhun Moolchund, and the latter is debited accordingly. Paid cash into the firm through Hurry Vettul, *Rs.* 506. 8.					
	Rs.	*a.*			
On Shoodh 6th and 7th, credited of the above - -	2,000	–			
On Shoodh 7th and 8th - - -	2,506	8			
TOTAL -	*Rs.* 4,506	8			

			Dr.		
			Rs.	*a.*	*p.*
The Guicowar Sircar Potedar Account.					
Two bills drawn on the firm, presented by two different persons, viz.:					
One bill for *Rs.* 1,806. 8., regarding the building of the tank Soorseea, presented by Deebul - -	*Rs.* 1,806	*a.* 8			
From which deduct right of Poteedar account, credited under the Vutao account, and debited to the Sirkar	44	1			
Paid balance -	1,762	8			
to Vuktesur Balajee, as follows:					
Credited to the account of Juverchund Lukhmidas, rupees -	1,300	–			
and paid balance to his Gomashta Runchore.	462	8			
One bill for *Rs.* 855. 12. 3. for payment for making of drains in the village of Peitlad, in Sumvut 1900, after deducting therefrom, on account of right of Potedar account *Rs.* 20. 14, which is credited to the Vutao account; paid balance *Rs.* 834. 14. 3. into the shop of Pureekh Gumesh Eshwer to his Goomashta Amta Vachedas - - - -			2,662	5	3
On the 6th Veishakh Soodh, paid to Rajeh Shree Anund Row Scinde, for pay for the month of Cheiter; deducted therefrom interest, by agreement, and credited to the Vutao account, *Rs.* 1. 0. 9.; also instalment for one month, *Rs.* 20. 9. 9., and credited same to the account of Pureekh Peetamber Sewlal, balance 20 rupees paid to Bapoo Scindee - - -			41	10	6
On the 5th of Veishakh Soodh debited to Kussondass Rugoonath.					
Detail as under:					
Bhugwun Muzmoodur gave two bills on the firm to two men for pay, from 2d Falgoon Shoodh to 2d Cheiter Shoodh. One bill was for *Rs.* 31. 8., to Jamadar Suyed Munsoor, for the pay of four men, from which, after deducting 8 annas for difference between 30 and 31 days in the month, paid balance in cash to Surjed Munsoor - - *Rs.* 31					

(continued)

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Cr.	Rs.	a.	p.
On Veishakh Shood 7th and 8th, received from Pureekh Khoossal Bickha in lieu of bills, for payment of opium and tobacco, through Cowurjee - - - -	380	–	–
TOTAL - - *Rs.*	52,075	10	3

	Dr. Rs.	a.	p.
One bill given to Jemadar Setaram for the pay of 10 men for one month, 51 rupees, of which three rupees is credited to his account by way of instalment, and paid balance, 48 rupees in cash, to Purubeea Gungsung -	82	–	–
On Veishakh Soodh 6th *			
* * * *			
made over 20,000 cash to Hurreea Khidmutgar - -	20,000	–	–
On Veishakh Soodh 7th and 8th, debited to Vurij Bhookhun Moolchund, being a sum paid into the shop of Pureekh Khoossalchund Ambidass by Munsook Baidass on account of the former, which is credited to his account - -	4,000	–	–
On Veishakh Shoodh 7th and 8th, debited to Pureekh Purbooas Sukeedas. This sum is credited to the account of Pureekh Munsookram Baidas. Interest on above at seven annas. No fixed promise of payment. Entrusted to Vunarsee -	2,500	–	–
On Veishakh Shoodh 7th and 8th, paid cash to Pureekh Hurry-bhoy Bhugtydass, through the medium of Bhayjee - - - -	500	–	–
TOTAL - - *Rs.*	31,551	15	9
Cash:			
Balance on the Veishakh Soodh 7, Tuesday - - -	20,564	10	6

Cash in bags, *Rs.* 399. 8.; 2. 6.; 132.; 36.; 61. 8. 3.; 516. 2. 6.; 186. 8. 9.; 2,334. 0. 8.;

	Rs.	*a.*	*p.*	
TOTAL -	24,399	2	6	
	25	4	–	to be recovered from people.
	24,424	6	6	
Deduct	3,859	12	–	sums due to people.
	20,564	10	6	
Credits	52,075	10	3	
	72,640	4	9	

(True translation,)

(signed) *J. T. Jameson,*
Assistant Commissioner.

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(C.)

TRANSLATION of Deposition of *Damodur Dulub*, a Hindoo, of the caste Waira Vaneea, Goomashta in the Firm of Hurry Bhugty; age, about 40 years; a resident of Baroda; taken on oath in the presence of Colonel James Outram, Resident, Baroda, on the 9th February 1851.

Question 1. How many years have you been in the service of the firm of Hurry Bhugty, and what is your occupation in it?—*Answer*. I have been in the service of the firm ever since the death of my father, on the 1st Ashad Vudh, Sumvut 1901 (A.D. 5 July 1845), and from that year the firm has been conducted in the name of Samul Bhugty, and I am the mooneem goomashta of it, and perform the duties of that office.

2. You are the goomashta of this firm, for which reason it is necessary to ask you questions. In the rough daily cash account-book for the Sumvut 1901 (A.D. 1845), at page 85, under date Vaishakh Shood 6th (12th May), there appears a sum of 20,000 rupees lent, bearing a blank entry in the ledger, and said to have been made over to Hurreea Khidmutgar; how was this sum taken from the firm, and by whose order, and to whom given; be pleased to tell all the particulars of this matter in a faithful manner?—On the 5th of Veishakh Shood, Sumt. 1901 (A.D. 1845), shortly before sunset, Baba Nafra, the principal mooneem goomashta of the firm, told me and the cashier, Bapoojee, in the Dewan Khana, to pay to Hurreea Khidmutgar the sum of 20,000 rupees; on which I and the cashier, Bapoojee, went into the shop, and about six or seven in the evening, Bapoojee having opened the room and taken therefrom ten bags of 2,000 rupees each, of the city currency, gave the whole 20,000 rupees to Hurreea, who, having taken them, put them outside in front of the treasury; afterwards, about eight or nine o'clock, Hurreea took them away, but where to, he knows best; he did not tell me at that time. Two or three days afterwards, I asked Bapoojee how this sum was to be entered in the chopras, and to what account; he replied that he had asked the Baba, who had directed him to insert it in the ledger under a blank entry. I said, "That is all very good to enter it thus, but who gave the money, and where has it gone to?" Bapoo replied, "A dispute is at present going on in the Residency between our Shett and the sons of Gungadhur Shastree regarding some debt, and the management of the business is in the hands of Nursoo Punt's dufturdar, for which reason this sum has been sent to the house of Asharam Bhay, to be given to him (Nursoo Punt) by way of a bribe for his services; therefore the place for the name of the person to whom it is paid must be kept blank." Bapoojee told me that he had got all this from the Baba. For the reasons above stated, this sum is entered in the books in a blank form (litee khatee).

3. What was the reason for sending the 20,000 rupees for Nursoo Punt to the house of Asharam Bhay, and what connexion has Nursoo Punt with him?—Asharam and Nursoo Punt are of one mind, and entertain great friendship for one another, which circumstance is well known to the whole city of Baroda, for which reason the money was sent to Asharam for the purpose of his conveying it to Nursoo Punt.

4. Is it customary to have blank entries for monies in the books of your firm?—If a sum of money is to be given to any one in the shape of a bribe, or that no one may know anything about it, then a blank entry is made after this manner.

5. Was Asharam one of the members of the punchayet assembled regarding the claims made by your Shett against the sons of Gungadhur Shastree?—Yes; Asharam Bhoy was one.

6. You state that Bapoojee gave you all the particulars above mentioned regarding the sum, but did you never ask Baba Nafra yourself about the matter, and did he never tell you anything?—Yes, I asked him, and he told me to enter it as he had already directed Bapoojee to do.

7. Did you ever question Hurreea regarding his having conveyed away this sum of money, or did he ever speak to you on the subject?—I never asked Hurree, nor did he ever say a word to me on the matter.

8. Did your Shett give you or Bapoojee an order to take out this money, or did either of the (shettanees) ladies give you any direction?—None of the three gave me any order; Baba Nafra issued the order upon which the money was taken out of the treasury.

9. Where is Asharam just now?—He died some time in the year Sumvut 1902 (A. D. 1846.)

10. Your deposition was taken on the 1st August 1850 in my presence, the substance of which is now read to you; is it the same as you caused to be then written?—The deposition just read is the same as I then caused to be written.

Taken 9th February 1851.

Written and signed by *Damodhur Dulub*.

Endorsed in English:—Before me, on oath, this 9th day of February 1851.

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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(D.)

TRANSLATION of the Deposition of *Bapoojee Kooberdass*, a Hindoo; of the caste Veesa Lad Vaneea; Goomashta in the Firm of Hurry Bhugty; age about 59 years; a resident of Baroda; taken on oath in the presence of Colonel Outram, Resident at Baroda, on the 8th February 1851.

Question 1. How many years have you been in the service of the firm of Hurry Bhugty, and what is your occupation in it?—*Answer*. I have been a goomashta in the firm since the year Sumvut 1868 (A.D. 1812); in the year 1888 (A.D. 1832) I was entrusted with the keys of the potedar khana, which employment I held till Sumvut 1903, Falgoon Sood 11th (25th February 1847), when the Baba took the keys from me and gave the appointment to another. After that I requested the Baba to give me charge again, but he said he would not do so at the present time, as the suit of the shettanee was then going on, but that as soon as it was adjudicated that he would entrust them (the keys) to me again. I was in the habit of going to the firm from time to time, and on the 13th Shawun Soodh, Sumvut 1906 (20th August 1850), the elder shettanee and the mooneem, Peetamberbhoy, restored me my former occupation, which I have had up to the present time.

2. On what day did your Shett Bechurbhoy die, and, since his death, who has been in the habit of keeping the accounts of the sums disbursed by the firm?—Bechurbhoy Shett died on the 2d Bhadurwa Soodh, Sumvut 1901 (3d September 1845), from which date I have been in the habit of writing the (paneeà) rough sheets of receipts and issues in the firm of Samul Bhugty, which is distinct from the firm of Hurry Bhugty, whose (paneeas) rough sheets are kept by Bhoyjee Gela, from which the (khurdoo) rough daily cash-book is drawn up by Goomashta Echaram, and the khurdoo of my firm is written by Hurry Lal Dajee.

3. In the rough daily cash-book for Sumvut 1901 (A.D. 1845), at page 85, on the debit side, there appears an item of 20,000 rupees under a blank entry said to have been paid away on the 6th day of Vershakh Soodh (12 May), and made over to Khidmutgur Hurreea; detail all the particulars you know regarding this sum?—In the year Sumvut 1901 (A.D. 1845), on the date you mention, the Sett Bechurboy was alive; about that time, one day, at about 8 or 9 P.M., when my Sett was sick and sleeping in one of the under rooms, the mooneem, Baba Nafra came up from below, and told me to take out 20,000 rupees in 10 bags and give it to Hurreea, on which I then and there took out 10 bags from the inner room, containing in all 20,000, and gave them to Khidmutgar Hurreea.

4. Did your Sett give you the order about the money, or did either of the (settanees) ladies tell you?—No; I only received the order from Baba Nafra.

5. Of what currency were the rupees in question?—They were the Baba Sayee rupees current in the city of Baroda.

6. You took out the rupees at night, and gave them to Hurreea; where did he take them to, and to whom did he give them?—The Khidmutgar took the rupees I gave him, and placed them in front of the inner treasury, and I don't exactly recollect when he took them away.

7. Did you ask the Baba if this sum was to be entered in the expense account (khuruch khatoo), and what answer did he give you?—That day or the following I asked Baba Nafra to what account the 20,000 rupees were to be debited? to which he replied, "Leave a blank entry, and write under, 'Entrusted to Khidmutgar Hurreea;' the name is not to be written;" according to which I entered it in one of the rough daily cash sheets.

8. If you know to whom this sum was given, and on what account, be pleased to state the particulars?—A certain money claim of the Shett against the family of Gungadhur Shastree was at that time being investigated in the Residency, where Nursoo Punt then held the office of dufterdar; between the latter and Asharam Purbhoodas, a servant in the Guicowar's employ, a great friendship existed, and the latter was one of the members of the punchayet then assembled to inquire into the above claim of my master. Now, to the best of my knowledge, the 2,000 rupees were sent by the Baba to Asharam's house for the purpose of being given to Nursoo Punt.

9. How did you become aware of this circumstance?—From the purport of the conversation of the servants of the firm of my master among themselves.

10. Did you ask Hurree Khidmutgar anything about his conveying these rupees away, or did he say anything to you?—I neither asked him, nor did he tell me anything about them.

11. In your deposition, taken before me on oath on the 1st August 1850, you stated that Baba Nafra had told you that the 20,000 rupees had been sent to the house of Asharam Purbhoodass for the purpose of being given to Nursoo Punt, dufterdar, and now you depose that you heard it from the conversation of the Sett's servants among themselves; how does this discrepancy happen?—The deposition I formerly gave is perfectly correct, and what I have now stated may be from want of proper recollection.

12. State the reasons for putting blank entries without names in the chopras*?—When money is given about any particular business, that no one may be a bit the wiser, it is the custom to make blank entries.

13. Your

* Account books.

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13. Your deposition that was taken down on the 1st August 1850 is now read to you; is it exactly the same as you then gave?—Yes, it is; and I further add, on recollection, that at the time of giving over the bags, Damodhur Doolub was sitting by me, and Baba gave the order to both of us to take out the money in question.

8 February 1851. (signed) *Bapoojee Kooberdass.*

Endorsed in English:

Before me, on oath, this 8th day of February 1851.
(signed) *J. Outram*, Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(E.)

CASH BOOK for 1845.

TRANSLATIONS from Goozerattee.

Extract from the Account-book of Cash Receipts and Issues (Rokad Mel) of Samul Bhugty's Firm for the 6th of Veishakh Soodh, Sumvut 1901 (A. D. 12th May 1845).

Cash.	*Cr.*	*Contra.*	*Dr.*
		——— - - - - -	*Rs.* 20,000.

Rough Cash Book for 1845.

Extract from the (Khurdo) Rough Daily Cash-book of Puruk Hurry Bhugtee from the Accounts entered from 1st Veisakh Soodh to the 30th Sumvut 1901. Page 85, the following is extracted.

Cash.	*Cr.*	*Contra.*	*Dr.*
		——— - - - - -	*Rs.* 20,000.
		On the 6th Veishakh Shoodh gave to the Khidmutgar of Hurry Bhoy ready money, *Rs.* 20,000. Ledger, page 27.	

Ledger for 1845.

Extract from Ledger (Khatoo) of Pureekh Samul Bhugty for the year Sumwut 1901, the following (Letee Khatoo) blank Account appears at Page 27.

———'s Account, Sumwut 1901.

Cr.		*Dr.*
	6th Veishakh Soodh. Khurdoo, page 85. - - -	*Rs.* 20,000.
	New page 23.	

Ledger for 1846.

Extract from the Ledger (Khatoo) of Purukh Samul Bhugty, for the year 1902, Sumwut; Page 23.

———'s Account of the year St. 1902.

Cr.		*Dr.*
	In the yearly balance, page 27 - -	*Rs.* 20,000;
	Page 83, on the 11th Veisakh Vudhee -	*Rs.* 500.
	New page 21.	

Rough

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Rough Cash Book for 1846.

Extract from (Khurdo) Rough Daily Cash Account of Pureekh Samul Bhugty for the month of Veisakh, from 1st to 30th, Sumwut 1902, at page 83, the following appears:—

Cash. *Cr.* *Contra.* *Dr.*

On 11th Veisakh Vudhee, as per blank entry in ledger, *Rs.* 500. Sent cash *Rs.* 500 by the hand of Khidmutgar Hurry Bhoy to Meer Surfuraz Ali, by order of the Baba Saheb.

Monthly cash account-book, page 23, and ledger, page 50.

Rough Cash Book, 1846.

Extract from the Rough Account Book of Cash Receipts and Issues of Pareekh Samul Bhugty, for the 11th day of Veisakh Vudhee, Sumwut 1902.

Cash. *Cr.* *Contra.* *Dr.*

——— - - - - - - *Rs.* 500.

Ledger for 1847.

Extract from the Ledger (Khatoo) of Pureekh Samul Bhugtee for the year Sumwut 1903, page 21.

————'s Account for the Sumwut 1903.

Cr. *Dr.*

In the yearly balance, page 23 - *Rs.* 20,500.

New page 21.

Ledger for 1848.

Extract from the Ledger (Khatoo) of Pureekh Samul Bhugty for the year Sumwut 1904, page 21.

————'s Account for the Sumwut 1904.

Cr. *Dr.*

In the last yearly balance, page 21 - *Rs.* 20,500.

New page 19.

Ledger for 1849.

Extract from the Ledger (Khatoo) of Pureekh Samul Bhughty for the Sumvut 1905, page 19.

————'s Account for the Sumwut 1905.

Cr. *Dr.*

In the last yearly balance, page 21 - *Rs.* 20,500.

New page 19.

Ledger for 1850.

Extract from the Ledger (Khatoo) of Pareekh Samul Hurry Bhugty, for the year Sumwut 1906, page 19.

————'s Account for the year Sumwut 1906.

Cr. *Dr.*

In the last yearly balance, page 19 - *Rs.* 20,500.

New page 16.

Compared with the original by Gokuldass Gopaldass, native agent, Surat.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

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(F.)

TRANSLATION of *Nursoo Punt's* Defence on the Fourth Charge, addressed to *William Edward Frere*, Esq., Commissioner.

OF the charges preferred against me by Colonel Outram, Resident, Baroda, the Fourth Charge is as follows:—

Charge IV.—That he, on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, the sum of (20,000) twenty thousand rupees, as a bribe, given, apparently, with a view to secure his (Nursoo Punt's) services in behalf of the firm, supposed to be on account of the case then pending before Government, concerning the dispute between the above firm and the sons of the late Ghungadhur Shastree.

To support this the following documents have been produced and recorded:—

1. A memorandum of payment of 20,000 rupees, said to have been found among the dufters of Baba Nafra, brought from his house to the Residency.

2. Several papers, written by Bulwunt Row Nafra, to prove whether the above memorandum is in his handwriting or not, which it is presumed to be.

3. Waste sheets of cash receipts and issues for the 6th of Veisakh Soodh, Sumwut 1901 (A.D. 12th May 1845); also various extracts from book of cash receipts and issues, rough daily cash account-book, and other account-books of Samul Bhugtee, of the firm of Hurry Bhugtee.

4. The depositions of Goomashtas Bapoojee and Damodur, formerly taken at the Residency, on the 8th and 9th February 1851.

The Evidence of the following Witnesses has also been taken:—

1. To prove that the above memorandum was found among the dufters of Baba Nafra, that of Soorujram, Hurry Appajee, Ballajee Runchore, Shumbooram Khoossal, Vishwanath Gopal, and Suckaram Mookund, 6.

2. To prove the handwriting of Baba Nafra, that of Byajee Vyjunnath, Ramchunder Junardun, and Ballajee Purushram, 3.

3. To prove the giving of the money, that of Khidmutgar Hurreea, Purshotum, a labourer, Goomashta Damodur Doolubh, and Bapoojee Koober of the firm of Hurry Bhugtee, 4.

4. Anzum Bhaoo Tambeker, minister of his Highness the Guicowar.

5. Baba Nafra, the late Mooneem Goomashta; altogether 15 witnesses have appeared.

My Reply in the Case is as follows:—

Para. 1. Formerly, when Hurry Bhugty and Gopalrow Meiral were joint partners in the Guicowar Government Potedar account, from about the year Sumwut 1864 or 1866 to Sumvut 1872, (A.D. 1808 or 1810 to 1816,) they had establised a separate branch firm on that account in the name of Meiral Bhugty. They also agreed among themselves and made the late Gungadhur Shashtree, formerly native agent, a partner in the concern to the extent of one-fourth. When the Shastree died this concern was broken up. Several years afterwards, on making up their shares, they made out that there were certain sums due on the part of the Shastree, and the firm of Hurry Bhugty preferred a claim at the Residency for the amount, which suit was carried on for some 10 or 12 years without any decision being come to on the matter; and during that period many gentlemen submitted their opinions on the subject to Government; and many orders were received in reply, but no settlement fixed on. About August 1844, an order was received from Government, directing that the case be settled by punchayet, on which the contending parties each nominated two individuals whom they wished to have as members of the punchayet to arbitrate for them.

They were as follows:

On the part of the Parukh:—Meer Surfuraz Allee, and Asharam Purbhoodass.*

On the part of the Shastree:—Karcoon Beckajee, Rugoonath Mahratta, Wamunrao Dhondeo Sathey.

A punchayet, composed of the above members, was assembled, through the instrumentality of Mr. Ogilvie, assistant in charge of the Residency; and it commenced its proceedings some time about March 1845. About two months after Sir R. Arbuthnot came here as Resident, when he, not approving of the manner in which they were conducting the case, put a stop to their proceedings about the month of October, and reported his having done so to Government. On an order being received in April from Bombay, the punchayet was again assembled; and some time in December 1846, the members of both parties recorded different opinions on the point in issue, and submitted a compendium of them to Mr. Andrews, then Acting Resident, who wrote and forwarded the same to the Bombay

* Asharam died in Shrawun, Sumvut 1902, when Khunderao Amrut was appointed in his place.

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Bombay Government. After the receipt of their reply, Colonel Outram sent in a final report to Government on the subject, from whom their last and final decision was received some time in 1849, during the incumbency of Captain French, and both parties were duly informed thereof. I have given this brief summary of the case in order that the Commissioner may be *au fait* in the matter.

Para. 2. The Colonel now charges me with having received the sum of 20,000 rupees from Baba Nafra, for the exercise of my influence in favour of the firm of Hurry Bhugty in the above dispute. This is entirely false, and in support of which I beg to submit the following reasons:

1st. In June 1844, in the time of the late Mr. Boyd, I commenced the duties of Native Agent, and for about a year prior to my appointment to this office, Narain Rao Chimnajee, senior carkoon, had acted as Native Agent in charge. Mr. Boyd having been a long time here, and acquainted with the work, as I was new at it, he directed me to get the assistance of Narain Row, in order to understand the business of the office, which I was in the habit of doing. On the death of that gentleman, Mr. Remington continued a short time in charge of the Residency, and he being a gentleman well experienced in this country, while I had but lately arrived here, was in the habit of managing all the business himself. He did not care about having the assistance of the Native Agent. After him Mr. Ogilvie had charge of the Residency, and he had been here some little time prior to my advent; he also was a gentleman experienced in these parts, for which reason he transacted business as above described, up to May or June 1845, and in affairs of such importance as the present he did not care about having my opinion. I therefore had no weight here, and the punchayet, composed of members chosen by the contending parties, had only just commenced their proceedings; therefore at such a time as this, what object was there to secure my influence, that Baba Nafra should thus bribe me with thousands of rupees? I beg this circumstance may carry all due consideration with it.

2d. The late Mahraj was very partial to Baba, and his principal directing man, Gunnesh Punt, at the time he nominated the punchayet, gave the members very particular instructions that the decision was not to be given against the firm of Hurry Bhugty; and it is well known that Baba did not care a straw about the assistance of any other parties.

3d. If I am charged, merely on suspicions, with having received thousands of rupees solely because the punchayet had commenced their proceedings at the Residency, then this fact should be borne in mind, that at that time the affair had only just begun, and no investigation whereby the features of the case might be brought into view had then been entered upon, and from which the parukh could understand what amount of influence I possessed in the matter. On the contrary, about two months after the commencement of the punchayet, somewhere about time of Veisakh Soodh,* between the opposing members, an altercation ensued regarding the questioning of some Native Soukars of Baroda, and a yad on the subject was written to the Resident, who sent an answer in reply containing his decision, which was opposed to the written opinion of the arbitrators of the parukh. On examining this paper, it will be at once apparent of what use my influence could have been to the firm of Hurry Bhugty. If any one conjectures that it may have been given with the hopes of thereby securing the benefit of my influence, I would ask that individual whether I was delegated by authority to settle this affair; or whether I was indeed the Resident; or whether the person appointed by Government as Resident, on a monthly stipend of 4,000 rupees, was incapable of conducting the duties of his office, without consulting my opinion on every thing? Was the Baba so confident that the Bombay Government would decide in accordance with my opinion; or did he entertain any other such confident expectations as to induce him to give me at once, and without any stated reasons, the large sum of 20,000 rupees for nothing? I trust the Commissioner will give this matter all due consideration.

4th. In May 1845 Sir R. Arbuthnot was appointed to the Residency of this place, and from the time of his arrival here, he was in the habit of looking and inquiring into all business himself, and of acting according to his own judgment in the case; and this is well known as a fact to every one. This punchayet was being carried on according to the instructions of Government, but during the six months it was occupied, it only sat two, and in the meantime the Resident put a stop to their proceedings. At the time of his sending in his report of this circumstance to Government, he may probably have put some questions to me, and I may as probably have given him briefly such information as I possessed at the time. After which, and thoroughly investigating the matter, he sent in a report; and as far as I recollect, the opinion he therein gave was opposed to that of the parukh. Now from this it is quite clear that four or five months before this occurrence took place, and in the commencement of the proceedings of this punchayet, there were no grounds for drawing the inference that I received money from the firm of Hurry Bhugty.

5th. The Colonel, prior to sending in his last report to Government, asked me for a compendium of this case, at which time I, with the utmost impartiality, and with a due regard for truth, reported the statements of both parties on the subject of this their dispute, and also drew up and gave in a brief summary of the case. After instituting inquiries into the matter, the Colonel, in 1847 or 1848, sent in a report of it to Government, and I recollect most distinctly that the purport of it was in the favour of the Shastrees. In short, it

* Early in May.

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it will be evident, after a perusal of the reasons above stated, that my behaviour is totally devoid of favour or affection, and further, that I never gave the parukh the aid of my influence.

6th. Whoever gives so many thousands of rupees in bribes, will not, however, without having first satisfied himself in his own mind as to the certainty of ultimately benefiting therefrom, throw away his money in this way; and from the above particulars it is quite clear that no such benefit could be anticipated from me, and none such took place.

7th. If, perhaps, the inference be drawn that the Baba, anticipating future benefit, gave the bribe in question, but was disappointed in his expectation, I will reply that this is a suit of long standing, and consequently neither parties entertained the hope of benefit therefrom, and they therefore remained void of care at their respective homes. Afterwards, when the family of the Shastree incurred the displeasure of the Guicowar, the firm of Hurry Bhugty took advantage of it and raised this claim, which for some time remained in abeyance. After this, on his obtaining the support of Veneeram, he again revived his complaint, and sent and attached the villages of the Shastree; but on Veneeram's meeting with worldly reverses the business was again brought to a stand-still., The Shastrees perfectly understood that at some time or other they would obtain the interest of the Guicowar Government and prefer their claim again; the Parúk also hoped that it might come about thus. The authorities were most desirous that a settlement should be brought about as speedily as possible, because it was a suit of long standing, wherein each party having drawn up an account of the sums due by the other, added thereto compound interest, thereby swelling the debt to an enormous amount; and in this manner each had preferred his claim against the other. The fact is, that neither party hoped to get the amount of their claim; the chief object of their disputing was pride, lest the world should say that either party had lost the day. To the best of my recollection, the final decision which Government pronounced on this case, was to the effect that neither party should again prefer a claim against the other, or enter into disputes.

From this it should be considered, that in the very commencement of this case what object could Baba Nafra possibly have in view to give me at once 20,000 rupees?

8th. If the Colonel draws his inference, that from this being a dispute regarding lacs of rupees, so large an amount has been expended in a bribe, to this I would observe, that both the plaintiff and defendant having preferred claims against each other when the punchayet assembled for their mutual satisfaction, a sort of negotiation was attempted through the instrumentality of the arbitrators. It was the wish of the Shastree that both parties should throw their claims overboard, and that deeds of acquittance be granted on either side, while the object of the Parukh was first to get some 15,000 or 20,000 rupees out of the Shastree, and afterwards furnish him a deed of acquittance. I positively recollect this negotiation going on. Now if at the very commencement of this suit Baba Nafra had at once given a bribe of 20,000 rupees, how came the arbitrators to negotiate matters in this manner? The truth is, it was not a case of such importance as to call for the expenditure of so large a sum of money.

9th. Again, there are no grounds for the conclusion, that in this case this sum was expended on account of a bribe, in support of which I beg to call attention to this fact; if it had been given on account of this suit, it would have been debited to the account of Meiral Bhugty, because it appears from the evidence of Bapoojee Koobeir that there was a separate ledger (khatta) kept of the Potedar partnership concern, which is among the account books of Samul Bhugtee, and that whatever money was expended on this account was entered in this ledger (khata). As so large an amount has been expended on this dispute, it is not likely that Hurry Bhugtee would abstain from debiting half the amount so expended to Gopal Row Meiral. It was consequently necessary to have informed that individual that such a sum was required to be expended, and to have taken his opinion on the matter beforehand; but it does not appear from the documents recorded in this case that such was done.

From the above proofs, it will be apparent that there is no such reason as the Colonel points out for arriving at the conclusion that Baba paid me the money in question. That the amount was not paid to me is most certainly true.

Para. 3. In order to prove that in this case 20,000 rupees was paid to me, the accounts, paras. &c. of Parukh Samul Bhugtee, of the firm of Hurry Bhugtee, have been produced and recorded. In reply, I beg to state as follows:

1st. The (paneea) waste sheet of receipts and issues, for Monday the 6th Veisak Soodh Sumvut 1901 (May 12th 1845) has been produced. In this, on the debit side, appears an item of 20,000 rupees, with a blank line drawn against it, and merely the date mentioned, *i. e.* 6th Veisakh Soodh; below it is a clause stating that the amount in cash had been paid through Hurrybhaee Khidmutgar. Now, the words of this clause appear to have been written afterwards, and with a different pen. Further, this (paneea) waste sheet itself does not tally with the (mel) cash account of that day. The account for Shoodh 6th, in it, is not balanced. The receipts and issues of the 7th are entered therein, and the accounts for both days balanced at the bottom. The goomashtas have stated that entries are made from the (paneea) waste sheets into the (rokud mel') book of cash receipts and issues. On comparing these, it appears that in the extract from this cash-book, which is not numbered, an item of 20,000 rupees on Monday, Vinsakh Soodh 6th, Sumvut 1901 (12th May 1845) is

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entered on the debit side, and blank lines are drawn opposite it, but no mention is made, as is done in the waste sheet, of its having been entrusted to any one. On making further comparisons in the extract taken from the accounts for the month of Vinshakh from the (âurá) monthly cash account book, page 8, the same entry with blank lines against it is made, which appears in the waste sheet. From this last account book the (ankra wye) which is also called "khata wye," *i. e.* the ledger, is prepared. In the extract taken from the 27th page of this latter, a blank line appears drawn, and against it account for Sumvut 1901 (A. D. 1845) is written, and underneath, in the debit side, "6th Veishakh Soodh, 20,000 rupees is entered." On looking at these four papers, it appears that blank lines are thus drawn, and the item of expenditure stated indefinitely, which is called by the goomashta of the firm, "leetee* khate," *i. e.* blank entry. I do not think that this practice obtains among the sowcars of Ahmedabad, Surat, Bombay, Poonah, &c.; but even should such occasionally appear to be the case, no reliance should be placed upon it in a court of justice. To write in this manner is done with a fraudulent intent, and has for its object the ruin of some one; because a person can at any time he may choose to do so enter under the blank line the name of any one he likes, and state any cause he may think of for so doing; they can also by this means, whenever they like, prefer a claim against any individuals, on the strength of their (chopras) accounts, and cause his ruin thereby. Lawless scoundrels rob and plunder in the jungles, but this is a much worse species of fraud; these men being sowcars, openly in the bazar commit such fraudulent acts.

2d. The goomashta who keeps the accounts has deposed that when a bribe has been given, and it is not wished that the name should be made public, a blank entry (leetee khaté) is made thereof. Then why are lines kept blank in such places; why do they not rather write the words (leetee khaté) "blank entry" in them? If it be said that it is not the custom to write the words (leetee khaté) but to keep the lines blank, I would beg to observe that in the accounts for the month of Veisakh in the (aurá) monthly account book for the year Sumvut 1902, at page 83, there is an item of 500 rupees written off as "leetee khaté," &c. said to have been paid to Meer Surfuraz Alee through Hurya; this item is also entered in the same manner as "leetee khaté," in the (khata vye) ledger. From this item of 20,000 rupees having been debited, and from the circumstance of the blank space having been left, it is quite evident that some fraud must have been intended from the very first, on the part of the moonim, killedar, and other goomashtas. Again, the goomashtas state that all the items debited in an indefinite manner in the accounts of Bechur Samul are on account of bribes. Now, although in several entries of certain sums paid to individuals no name is mentioned, but merely an entry thus, "Cash paid through so and so," yet no such entry has come under my notice in which blank lines are drawn. In the (aura) monthly cash account book for Sumvut 1901 (A. D. 1845) several indefinite items are entered in the name of Beechur Samul, as paid through this Hurrya. By referring to these items in the chopra for the Sumvut 1904 (A. D. 1848) which have been brought against me in charge 5th, this circumstance will be quite apparent.

3d. It has been openly stated that it is customary with the Baroda soukars to make (leetee khaté) blank entries, but I have never seen it. Allowing such to be the case, still it rests with the trying authority to take into his consideration how far trust can be placed on entries of this sort made in (chopras) account books. All these indefinite items, although paid away secretly, have not always been given in bribes, some have been paid in other matters. If the master has occasion to spend money in affairs of secresy, the items are credited in this account, at least such appears to be the case from the evidence adduced in this matter.

4th. How can it be positively affirmed that the above-mentioned 20,000 rupees were given as a bribe, when this item has been carried on in the accounts from Sumvut 1901 (A. D. 1845) up to the present time as recoverable? If it was a bribe there would be no hopes of recovering it; how then has a balance been carried forward as due? If it be asserted that, by keeping this amount unsettled a balance was carried forward, then, I would ask, from from whom was the amount paid as a bribe to be recovered, that for the last six or seven years this amount has remained unsettled? Should it be urged on conjecture, as a reason for so doing, that the share of the other partner had not been received, and that when it came to hand, that the item in question would be struck off, I would say that this is by no means probable, because, if it had been the case, why would the amount not have been entered in the khata of Mairal Bhugty, as stated in the 9th clause of my 2d para. On looking into the matter, it appears that the item of 20,000 rupees is not proved to have been paid as a bribe on account of the punchayet. Through deceit or some other unknown reasons, this item has been thus entered in an indefinite manner, and carried on from year to year as a recoverable balance. In support of the inference above drawn, there is another doubtful point: the (ankra vyé) ledger for that year has been produced, but in addition there seems to be another ledger (khata vyé) from the circumstance of its pages being referred to in several other items mentioned in the (aura) monthly cash account book); but in this item of 20,000 rupees the page of the (khata vyé) ledger is not referred to. I cannot understand the reason of this.

5th. The above-mentioned item is of the time of shett Bechurbhoy, for which reason Baba Nafra, at the time of giving his evidence, states nothing distinctly on the matter, but throws it all on the Shett. With reference to this, I have to observe that the Shett at that time was the master; how then can any one positively affirm that the Shett did not expend this

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* *Lit.* Line (*i. e.* blank) account.

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this sum on some secret business of his own. Here was a fine opportunity for the mooneen and goomashta to appropriate this money to their own use, and in a fraudulent manner to put it to the name of another. There may be many more such indefinite accounts, such as "pareekh khata," "Raja Shree khata," &c.; but how can I know anything about them; on this point no separate cash account book has been produced. Baba Nafra's deposition does not clear up the matter, as to whom the Shett paid this item. He may be concerned himself in the business, or he may have some other cause which I wot not of, for refusing to state facts clearly. The goomashtas most probably know the correct story, but they are averse to tell the truth. For these reasons, it is evident that it is impossible at the present time, from the accounts and documents produced, to point out clearly on what account, and how, this item of expenditure was disbursed.

6th. From the above particulars it will be thoroughly understood that there was nothing in the chopras of the firm to lead to the conclusion that this sum had been given solely as a bribe, or that the Baba was perfectly aware of the manner in which the sum in question had been expended; yet if it is surmised that the Baba must have known that this sum was a bribe, and to whom it was paid, still there is no convincing reason to prevent the belief that this sum may have been paid to the Guicowar's government, or to the officials of the Durbar. People here say that Baba Nafra has been importuned for the last year to give up the name of the individual to whom this amount was paid, notwithstanding which, and that the Baba and myself are at enmity, still he continues to give his indefinite answers. This is good and substantial proof of the correctness of the opinion I have given utterance to above. Baba Nafra is subservient to the Durbar, for which reason he finds it a very difficult matter to take the name of any one openly; in like manner it is quite clear that, as I am not now native agent here, there is nothing to prevent him making mention of my name. I have been informed that the soukars of this place, to further their own interests, make presents of money to the Durbar officials, which sums they make (leetee khata) blank entries of in an indefinite manner, and afterwards should they not succeed in their transaction, or meet with any reverse, they will, if they can procure the interest or influence of another, afterwards enter the names of the parties in their chopras, and aided by them prefer claims for the amount, and use their endeavours to recover the same. In this manner the sum in question has been carried on as a balance on account of (leetee khata) blank entry. How can it be affirmed with any certainty that this amount was not paid on account of the Durbar (khuruch) expenses.

Para. 4. From the accounts of the firm there is no proof to show that the above-mentioned sum was not paid to me, therefore in order to substantiate the charge against me a Mahratta yad has been produced, said to have been found in one of the dufturs of Baba Nafra (the whole of which had been seized and brought from that individual's house to the Residency) while the examination of them was going on.

The following is my reply on this head:

PURPORT OF YAD.

1st. Yadee. Sumvut 1901.

Cr.	*Dr.*
Received from the firm of Hurry Bhugteedass Purukh, through Hurreea Khidmutgar, on Veisakh Sood 6, ready money - - - - - 20,000	Expense account, gave to Asharam Prubhoodass, to give to Nursoo Punt Tateea, ready money - - - - 20,000

The above is the form of debit and credit in the yadee, but Baba Nafra does not acknowledge it; about 15 or 20 days after guards had been posted over that individual's house, which had been put under attachment, and he himself had been made a prisoner, a cart-load of duftur's was all at once brought from his abode to the Residency, but there was no list of these papers made in his presence, nor were they kept in a box while at the Residency, and locked up with a Government padlock, or one of the Babas. The examination of these papers was never conducted in the presence of any of the Baba's people, nor was this yad discovered among them while any of them were there; therefore no dependence ought to be placed upon this yad.

2d. At the time of bringing the above-mentioned dufter to the Residency, or after they had been brought, no seal was affixed to them in the presence of the Resident, nor were they locked up. They were all put up in a heap in a room, from which circumstances any evil designing fellow had a favourable opportunity of putting in any paper he liked.

3d. The sircaree kamdar, and the carkoons who examined the dufters, have given evidence that the yad in question was found among the Baba's dufters in their presence. With reference to this I beg to observe that the Colonel, on attributing blame to me, reported to Government in June 1848 the purport of the second and third charges now brought against me; the reply to which not coinciding with his wishes, he got enraged, and the desire of ruining me has since this taken possession in his mind. To help him to succeed in this object in any way possible the native agent, Soorujram, with a view to further his own prospects, has used every means, and my enemy, Baba Fudkey, and others, for the reasons just given, also entered into collusion with him (the native agent); therefore what reliance can be placed on the evidence of such parties?

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4th. Another principal witness in this case is Shumbooram Khoossal,* in the service of the Guicowar government; this person has a grudge against me. Formerly, when Mr. Mansfield was Political Agent in the Rewa Kanta, my son, Kessoorow, was dufterdar under him; at that time several cantankerous replies were received from the Durbar, and Gopalrow Meiral on different matters, from which that gentleman began to entertain † suspicions of Shumbooram, who thereupon thought that Kessurao and myself had put these ideas into his head. Prior to that, at some other time, a misunderstanding must have occurred, and in the time of Captain French also that gentleman was informed, through other parties, that several persons who had been dismissed from the Honourable Company's service had obtained employment under the Guicowar, which induced him to prepare a list of these individuals. Shumbooram was informed at that time that the Resident had been talking of him as having been formerly employed in the Broach Zillah. From this and other causes he bears great spite towards me. Shumbooram is the deputy of Aujum Bhow Tambeker, the minister of the Guicowar government, who is no well-wisher of mine, and it is therefore incumbent upon him to do what pleases the Bhow best, and it is also his great desire to obtain favour with the Resident. This person was present at the first examination of the chopras, as well as at the collecting and gathering together of all the Dufters at the house of Baba Nafra, and afterwards at the bringing of them to the Residency, he was also engaged in all examinations of these Dufters, as well as in taking them out of, and putting them back in room, and all other matters. Therefore what reliance can be placed on his evidence.

5th. I have stated above that Bhow Tambelkur is no well-wisher of mine, the proof of which is this: during the lifetime of the late Maharaj Syajeerow he first commenced the duties of replying to all the Residency correspondence, when the late Mr. Andrews having received an improper answer to one of his yads, wrote to the Durbar, intimating that since the appointment of the new (carbaree) official, proper replies had not been sent to the Residency correspondence. For this reason the Bhow is evil minded towards me, and his chief aim being to obtain the favour of the Colonel, he thinks it would be a good thing if I were disgraced, and Shumbooram making himself subservient to the Bhow's wishes, has put himself prominently forward in this matter.

6th. It is stated in the list of the charges that the above-mentioned yad was found by Succaram Mookun, a carkoon under Captain Wallace, but this person is not a Government servant. From being acquainted with Soorujram he came to Baroda with the hopes of obtaining employment, and the former engaged him in searching the dufters. This person deposes, that the dufter in which the yad was found was tied up in a piece of red cloth, and weighed a little more than a seer, and contained a lot of useless and miscellaneous papers. Another witness states, that this dufter was tied up in a piece of dungaree and weighed some three or four seers, and contained the accounts for one year. Soorujram asserts that Shumbooram at that time recognised the handwriting of the yad, but from the evidence of Shumbooram and other witnesses such is not clearly established. Ballaje states, that Succaram said that the paper related to me, and that every one then looked at it, but from the evidence of others such does not appear to have been done. In this manner many discrepancies occur. I have been informed that Soorujram spoke to Gopal Row Meiral about Succaram, and got him a situation under him. This person was formerly employed in the province of Rajcote as a carcoon in (juptee) affairs of sequestrated property, from which department he was dismissed about Sumvut 1900. He has not given proper information on this point in his evidence, which induces me now to bring it to your notice.

7th. Wishwanath Gopal is also not a Government employé. Ball Krishna Gungadhur Shastree, commonly called Bhow Shastree, bears great enmity towards me, and shows a strong desire to secure my utter ruin, which will be clearly proved on a reference to the complaints formerly sent into Government by him on this subject. This carkoon was brought and set to examine the dufters, and he states, that when the yad was found by Succaram he was sitting close by; shortly afterwards this very carkoon obtained employment in the Residency office.

8th. I cannot comprehend why the carkoon of Captain Fulljames, Ballajee Runchore, came here, and how he came to be employed in this case. He states in evidence that he was engaged in examining the dufters, and had his eyes on Succaram at the time he found the paper in question. This is a very extraordinary circumstance, that he should be able to attend to his own work, and at the same time notice what others were doing, and that at the very instant Succaram lifted up this paper the occurrence was observed by him.

9th. From the evidence of Hurry Punt, a carkoon of the Residency office, it appears that he was not present from the commencement of the search of the dufters, but came afterwards;

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* At the time of taking his evidence he was very ill; should this circumstance induce the Commissioner to place dependence on his evidence, then, I beg he will also give his attention to his evident object in so doing. After giving his deposition, he (Shumbooram), made this sole request of the Colonel, that in case anything happened to him, in consideration of the service he had done him, that he would speak to the Maharaj to protect his children after his death. From this it should be judged, whether his mind was at that time more directed towards his Maker, or towards preserving the favour of the Colonel.

† If this gentleman was here and his evidence taken, it would confirm this statement.

wards; nor was he present at the time of the opening of the dufter in which the yad in dispute was found.

10th. This yad which was found is a debit and credit account of a ("letee khatta") blank entry of the firm of Hurry Bhugtee. Now how is it that no other similar debit and credit memorandums of that firm were found among the dufters of Hurry Bhugty, and that this solitary one came to hand? If this yad was authentic, how does it happen that the amount is not debited in the chopras of the Baba's shop? It is very surprising that a similar yad, on which charge 5th has been raised, was found in the "jamdar khana" of the parukh, while the yad in question was discovered among the useless and miscellaneous papers of the Baba's dufters; because in the yearly account-books of the firm of Hurry Bhugty there appears numerous ("leetee khata") blank entry items and other indefinite amounts making up thousands of rupees; yet out of the whole of the dufters found in the Bawa's house, and in the jamdar khana of Hurry Bhughty, yads having reference to me are only found. How this can possibly be I leave for the Commissioner's consideration.

11th. From the evidence of Succaram Mookund, it appears that at the time of searching these dufters a yad of debit and credit regarding Larcoba was also found (I hear that this yad corresponds with the entry made in the chopra of Runchora, Baba Nafra's own private concern), and several days after this the yad of 20,000 rupees of debit and credit of the firm of Hurry Bhughty was found. From this there are grounds for the following inference: when the former yad turned up the Colonel began to entertain suspicions, whereupon some evil designing people have considered that if a similar yad regarding me should turn up the Colonel would forthwith believe it true, so when they came across an indefinite item of 20,000 rupees in the chopras of Samul Bhugty, my enemies taking advantage of every opportunity, have managed this thing purposely to bring it home to me. God only knows whether this is true.

12. It is asserted that the yad in question is in the handwriting of Baba Nafra, and to decide whether the style of writing of the latter corresponds with that of the yad, several papers copied by that individual have been produced, with a view of comparing them with that of the yad. There is no evidence on this point; who can vouch to the handwriting of Baba; but three witnesses have deposed, after examining the papers written by Baba, that the hands correspond. In reply to this, I will only say that Baba Nafra states, that the yad in question is not written by him. On comparing Baba Nafra's other writings, the shape of the letters do not correspond with that of the yad, which on the contrary appears to have been written by some Goozerattee who has been taught to write Mahratta.

The following dissimilitude appears in the letters and words of that yad:

1st. First "Sumvut 1901," is written; the form of the letter "S," should be noted.

2d. The figure 2 is written in four places; the shape of these figures should be observed.

3d. On the credit side is written "Bhug-gu-tee-dass Parekh."

4th. On the debit side is written "Khu-ru-ch-khate."

5th. Again, on the debit side is written "Nursoo."

A Dukany Brahim would never write in this manner. Notwithstanding this, Ballajee Parushram has deposed that the handwriting of Baba Nafra and that of the yad are similar; this individual is an intimate friend of Baba Fudkey's, and so is Ramchunder and Byajee Vijjunnath.

13th. In addition to the evidence of the above witnesses, the Colonel had also, through the Durbar, obtained the evidence of respectable men in this case; but I have heard that as their depositions went to prove that the handwriting of Bulwunt Rao Nafra did not agree with that of the yad, they were not recorded. For the above reasons, there is not a person just now in Baroda who dare give proper evidence; and if I were to call for the evidence of people from the Kaira and Ahmedabad zillas it would cause much delay, and I should thereby suffer great loss and inconvenience. Having therefore no other alternative, I request that Government, prior to coming to a decision on this matter, will send for five or 10 Mahratta Kamdars, upon whom they can place implicit confidence, from any of the zillahs, and show them these papers, and take their opinion respecting the handwriting of the yad in question.

The above are the particulars regarding the yad which was found. In this case it is incumbent on the trying authority to sift this matter to the bottom, because, even allowing the yad to be authentic, there is nothing in it to prove that the amount was ever paid to me, which will be at once apparent on referring to the debit side of it.

Para. The evidence of Killedar Goomashta Bappoojee Koober, and Damodur Doolub, have been taken to prove that the money was paid to me; these men have fabricated things, and given false evidence, as follows:

1st. On the 8th February 1851, Bapoojee gave his deposition at the Residency, in which he states, that about nine o'clock at night, the Baba having come up from the Shett, told him and Damodur to pay to Hurreya 20,000 rupees; on which the money was immediately taken

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taken out of the room and paid to Hurrya, who took it and placed it near the inner Jamdar Khona; but he does not exactly recollect when it was taken away. Damodur, in his deposition taken on the 9th February, states that Baba told him and Bapoojee about five or six o'clock in the evening, to pay the money to Hurrya, which they did between seven and eight. Here the principal man, the (killedar) keeper of the keys, states that the money was given about nine o'clock; the great discrepancy is consequently in the evidence of Damodur.

2d. Bapoojee has clearly avowed in his deposition above alluded to, that he heard from the servants of the firm talking among themselves, to whom and on what account this sum was given. In his former deposition, taken at the Residency on the 1st August 1850, but which has not been produced, it is stated that the Baba told him the circumstances. On questioning him on the subject, he replied that he must have forgotten the matter, but that his first deposition was the correct one. After his saying this, his first deposition was received as the true one. Even now he does not know on what account this money was paid; this he also asserted in his first deposition; and on being asked respecting his replies thereon, he answered that what he had stated (in his first deposition) was quite true. This point should be borne in mind, that in a case of such importance as the present one, the principal witness has three several times given his deposition, and each time told a different story; from this it is clear that his evidence is undeserving of credence.

3d. The above witness now states, that when he asked the Shett about this money, he replied that what the Baba had done was all right; but in his deposition of the 8th February 1851, he states that the Shett gave him no order to pay the money, that Baba Nafra had only given him instructions to do so; therefore what reliance can placed on his statements?

4th. The fact is, that the Baba about three years and a half ago turned this goomashta out of his situation, and he, with the hope of recovering his lost place, and also from the natural fears of his subordinate position, on the 1st August 1850, at the suggestion of others, gave his deposition in a faithless manner, and evidently with an eye to his own benefit. On the 20th of that very month he was reinstated in his situation. In February last his deposition was again taken. It should be borne in mind, that if his deposition had been taken in the usual manner at first, what necessity could there be to have it taken again in February? If by taking his deposition through the agency of the shereshtadar of Mr. Grant, it was intended to corroborate the testimony, I would ask, was evidence taken before the shereshtedar more to be relied on than that taken in the presence of the Colonel? From this I am of opinion that the Colonel had some doubt regarding this witness's first deposition, which is borne out by his second one in this manner: respecting the matter to support which this person's evidence was essentially requisite, he, in his February deposition, when questioned on the same point, entirely contradicts what he formerly had asserted; and the answer that he first gave is both indefinite and evasive. It appears that he has given this answer in order that his last deposition might not appear entirely contradictory of the false evidence he had given on oath on the 1st August 1850. Discrepancies occur in the depositions taken in August and February, and that of February,* and the evidence just now taken. On an objection being raised in the first instance, he pleaded forgetfulness, which is not true; because it is now a year since the first deposition in August was taken, whereas it is only six months since the last was taken; and when he can recollect circumstances after a lapse of six years, there is surely nothing to prevent his memory carrying him back six months. The sole purport is this; the two former depositions of this witness were taken on oath, therefore to expect to extract truth from him in the present investigation is a difficult matter; the Commissioner should give this his consideration.

5th. Domodhur Doolubh in his present evidence, as well as in his former deposition, states: that Baba never told him to whom or on what account the money was to be paid, but that the other witness, Bapojee, had informed him on the subject. He has now distinctly asserted that he never questioned the Baba on the subject; whereon the Colonel producing his deposition taken in the month of February 1851, he states that his first deposition is correct. In short, the remarks made by me above on Bapoojee's evidence, is almost entirely applicable to the present witness. In the above-mentioned deposition he states, that the money which Hurrea had placed outside the Shett's jamdarkhana, was taken away between eight and nine o'clock at night, but where it was taken to he did not at that time know. Regarding this, it is pretty certain, that if he saw Hurrea taking away the money, he as certainly asked him where he was taking it to. Another discrepancy appears in his evidence as follows: he says that on the death of his father, in the month of Ashar, Sumvut 1901 (July 1845), he obtained employment in the firm; and he now gives evidence regarding an item of a previous month, Veisakh (May); how that can be done I know not. In short, the evidence above alluded to, stating that the money was sent to Asharam's by Baba Nafra's orders, for the purpose of being paid to me, is entirely false, in support of which I consider this great proof. In this firm, instead of this being the sole item, and the only year in which there is a (leetee khata) blank entry, there are many other such items of expenditure entered in a similar indefinite manner from year to year. On questioning the two goomashtas regarding these items, they give ambiguous and evasive answers, and refer to the Shett and Baba for information. Is it probable that the Baba would specify in detail to these goomashtas, the person to whom, and the object for which, this amount was to be given? When a master secretly expends money, he, in order that it may not be made

* Sic orig.

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made public, makes an indefinite entry in his chopras; and if it was the custom to acquaint the goomashta of such expenditure, then how does it happen that they have not been informed of the particulars regarding all the items?

Para. 6. It is written in the account of this item, that it was paid through Hurreea Khidmutgar, whose evidence has been taken. The following are my observations on this head:

1st. Hurreea states that Babajee and Damodur gave him the money after evening had set in; but this does not agree with the deposition of Bapojee taken in February 1851, which says that the money was paid at about nine o'clock (at the end of the first watch), he further states that he and a biggary took the money and placed it in a room in an old empty house, facing that of Baba Nafra's, and that since then a temple has been erected on that spot. Now there appears a very wide difference between this and the fact, because the erection of the temple on the spot in question had been commenced many months prior to this occurrence, and it is well known that in the month of Falgoon, Sumvut 1901 (March 1845), the idol was publicly installed in its place in the temple. Notwithstanding this fact, this evidence states that in the month of Veishakh, Sumvut 1901 (May 1845), the money was brought there, at which time he says there was no temple. From this it is quite clear that his statement, "that there was an empty house there," "that the Baba was standing there," "that the money was placed in a room of that house," and "that half an hour afterwards Asharam came there, and took it away in his gharry," is utterly false.

2d. In order to elicit some more falsehoods from him, questions were put, to some of which he replied, "I don't recollect," and to some, "I don't know," and to others "nothing of the sort occurred." In this manner, nothing can be extracted from him, whereby a clue can be obtained to prove the falsity of his evidence. From this it is evident that he has merely stated what he has been taught to say by some other person.

3d. Again, Hurree states that he and the Beggaree took the 20,000 rupees, which was contained in 10 bags, in six trips to the empty house opposite the Baba's. If this was the case, then who was in the empty house to guard the money so brought, while the remainder was being conveyed there by them, as they have stated, in six different trips? It was frequently the custom to convey such large sums of money from the Shett to the Baba's house, and it cannot be said that these sums were not sent through Narraen Ranchore's shop. If the Baba had caused this money to be brought to his house, it is most improbable that it would have taken place at night, and that a bazar cooly should have been engaged to accompany Hurree, and convey it in small quantities in successive trips, as Hurree states was the case. What was then to have prevented the Baba putting the money into a cart, and taking it from the firm to his own house? In short, it is quite clear that this story has been concocted to make it appear that this sum has been given as a bribe.

4th. Hurreea states, that when Asharam took the money away in his cart, that he accompanied it from the Baba's through the Goolho gate as far as my house. Now this and other gates of the "Warree" are closed at half-past seven in the evening, and the wickets at nine o'clock; and I am told that the keys of these are not kept at the gates. Therefore, at such a time of night, how would Asharam have possibly undertaken so dangerous a business, as to convey, unattended by sepoys or torchbearers, this money for about a mile, by so dreary a road, and outside of the town? Again if Asharam, after the money had been placed in the cart, had seated himself in it, what objection was there to his coming into the city by the direct road? The truth of the matter is this, this story has clearly been concocted to give authenticity to the fact that this money was clandestinely conveyed to my house.

5th. Hurreea has further deposed that Asharam came alone to the Baba's house, and that he put the money into his cart, and accompanied him as far as my house; but I would beg to call attention to the 8th para. of my present defence, which will shortly follow, in which it is stated that Asharam was not a person of that stamp who would go about unaccompanied; nor was it his custom to go alone to any one's house, without taking peons and attendants with him. He may sometimes have had occasion to go to the house of Hurry Bhugty, but I have never heard that he was in the habit of going to the Baba's. The Baba may possibly have come to his house. If it be the case, that Asharam not being able to trust any one, came alone at night, like a thief, unaccompanied by peons or attendants, to the Baba's house, and having taken the money therefrom, conveyed it to my house, is it likely that he would allow Hurreea, a menial and khidmutgar of Hurry Bhugty to accompany him? If from the circumstance of the Baba having sent Hurreea along with him, he may have looked upon him in the light of a trustworthy person, how is it that he was allowed to remain outside, and why did he not come inside to me? In fine, since Asharam is now dead, and there is no finding the Garreewan, and this item is most ambiguously entered in the firm's accounts, there is ample scope for fabrications of every description, and to any extent. Besides these two individuals, no other third party is shown to have had any connexion with the matter; had such been done, the falsity of the witnesses would have been exposed. From their fabrication, it is evident that they have concocted stories, in which the connexion of any third party in the matter might not be apparent, with the object of making the manifestation of bribery more complete, and that suspicions might thereupon be entertained against me. In this manner some one has most assuredly instigated them to give this statement, whereby no clue might be obtained as to the truth of their oral evidence.

In the first charge brought against me, this very man Hurreea appears as a witness.

Para. 7.

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Para. 7. Poorshotum Bechur, a Beggary, is also another witness, to prove that the money was carried as far as Baba Nafra's house. The purport of his evidence is, that when they had made two trips with the money, it was about eight o'clock; this does not agree with Hurreea's evidence. He has also stated that the night of the 6th Veeshakh Shoodh* (which must have been moonlight) was dark. The other observations which I have to make on this witness's evidence will be found among my remarks on Hurreea's, which is equally applicable to this. This person says that he was only this once employed at Hurry Bhugty's as a day labourer; and it should also be borne in mind, that although his father died three years ago, he only now for the first time obtained employment at Hurry Bhugty's.

Para. 8. In the yad which was found, it is stated that the money above mentioned was given to Asharam Purbhoodass for payment to me regarding this case, and the reasons assigned for its having been paid to him are, that he was a personal friend of mine, and also that he was one of the arbitrators in the case; my reply is as follows:—

1st. Asharam Purbhoodass was formerly mamlutdar in the purgunnah of Parchole, Zillah Surat. The late Mr. Sutherland sent for him and appointed him mamlutdar of the Peitlad Mahal belonging to the Guicowar, which was sequestrated in the year Sumvut 1895 (A. D. 1839), where he remained till Sumvut 1897 (A. D. 1841), when the sequestration was removed, and the Mahal restored to his Highness. Afterwards, at the end of the year, when he had settled all the accounts, he would have had to revert to his former appointment, where a person had been put in temporarily to act for him; but his salary at Surat being small while at Peitlad, he had been in the receipt of 300 or 350 rupees per mensem, he did not return to it; upon this his (late) Highness, who had remarked the cleverness of his arrangements while employed at Peitlad, at the advice of the late Mr. Boyd gave him a situation in the Hoozoor on a salary of 400 rupees a month; afterwards he was deputed to superintend the district of Kurree, from which place he was summoned to the Hoozoor in the month of Poush, Sumvut 1899 (A. D. 1843), and another person was entrusted with the Kurree district, while Asharam was employed in the business of the Durbar; I was not in Baroda at the time of these occurrences, but I state them as I have heard them for the Commissioner's information, because it appears that the Colonel, owing to the misrepresentations of other parties, entertain suspicions that Asharam at that time enjoyed the support of my influence at the Durbar; but such is not the case. On the contrary, he held a high post at the Durbar in the month of Jesht, Sumvut 1900 (A. D. June 1844,) before I came to Baroda. About two years after this he died, but shortly before he expired he preferred a request to his late Highness, who in compliance therewith, and in accordance with the customs of the Durbar, granted his son a monthly stipend of 125 rupees, and the Colonel, from information he has received from other quarters, supposes that at my recommendation Asharam's allowance of 200 rupees was continued on to his son, but such is not the case. Asharam was in the habit of conducting the duties of the Durbar according to English customs, which was not approved of by Gunnesh Punt, Bhow Tambekur and other leading men; and it is well known that they entertained a great spite against him on this account.

2d. Asharam was formerly employed under the Company, and obtained certificates from Messrs. Malet, Boyd and Co. of having performed good service, copies of four of which, such as I have succeeded in getting hold of, I have appended to this defence, from a perusal of which it will be seen in what estimation he was held. He was originally a carkoon subordinate to me, and raised himself to a high situation in the same manner as many have done who have served under me, and who are at present employed in the Bombay Presidency, and with whom I maintain the same friendship on account of their upright conduct, as I then did with Asharam on account of his; instead of my regard for him being dictated by his irregular conduct, I never so much as heard anything to his detriment, and have invariably looked upon him in the light of an upright man, and consequently preserved my friendship for him, yet after coming here we did not keep up the habit of frequently visiting each other. I have never maintained any private intercourse with the Durbar officials or other people of high standing; Asharam, however, used to come and see me every month or two, and I always admitted him; Sir R. Arbuthnot is well aware of this fact.

3d. Asharam, by order of the late Guicowar, under whose authority he was, against his own wish, appointed an arbitrator on the part of Hurry Bhugty in the Punchayet then assembled. In the first six months they had only done about two months' work, when the Punchayet was put a stop to. Afterwards, when the proceedings were about to be resumed again, he (Asharam) fell ill and died, and another arbitrator was appointed in his stead, when the business was completed. From the above particulars it is clearly demonstrated that with the view of substantiating one of the indefinite items entered in the books of Samul Bhugty against me, the whole of the Baba's dufters were afterwards brought from his house, and in order to extract something therefrom to establish the charge of bribery against me, the examination of them was commenced at the Residency, which fact is proved from the evidence of Succaram Mookund; and the reason of bringing forward the name of Asharam in this case, is with the evident intent, that he being now dead, no proof may exist regarding it, and consequently suspicions be still kept up against me. But this constitutes no proof.

Para. 9. It appears that the depositions of Goomashta Bapoojee and others were taken at the Residency through Mr. Grant's sheristedar. With reference to this I beg to state,

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that I have heard that Mr. Grant is a liberal patron of Baba Fudkey, and that when that gentleman came from Bombay to Baroda, Fudkey, who was then there, accompanied him, and he may have prejudiced him against me. That gentleman remained here 15 or 17 days, at which time he probably drew up the report, which has been recorded in the first charge. In the same manner the Colonel showed him the proceedings of this case, summoned all the witnesses before him, and instituted a fresh investigation into the matter in his presence. The object of this was to strengthen the evidence of the former inquiry, and there were many popular rumours abroad at the time, that Mr. Grant had recommended Fudkey very strongly to the Colonel, which reports reached me at Ahmedabad. The reason of my stating this circumstance is, that up to the present day I cannot in the smallest degree comprehend the reason of the Judicial Commissioner's inteference in this case; I have also heard that evidence regarding my handwriting on the fifth charge, taken in that gentleman's presence, has been received; I therefore mention this circumstance.

Para. 10. That the Commissioner might at once entertain a suspicion of my being guilty of having received a bribe, the Colonel in the very outset of these proceedings has stated in his opening address, that "my object in coming here on a reduced salary, was to accumulate wealth. If such was not the case, then why did I not apply for a situation at Ahmedabad or any other station?" My reply to this is as follows:—

1st. Being worn out with the fatigues of travelling for 12 years with the establishment of the Revenue Commissioner, I got an attack of pulmonary consumption.* Being much troubled with this complaint, I became helpless, and as there was no hope of getting a good pension, the Warden Official Fund having been closed, I wrote to Government, and stated that unless I got a situation which did not call for my moving about, and at the same time less onerous, that I could not perform my duties with ease, and requested that I might be allowed to draw the pay I then received at Baroda; and that if that was not conceded, that I might be allowed two years' leave for the recovery of my health, or that I might be allowed to retire on the pension I should be entitled to after 30 years' service, although I had only then served 25. To this I received a reply, refusing my two last requests in toto; and in reference to my first, I received written intimation that they had determined upon reducing the pay of my former situation 100 rupees per mensem, and increasing the pay of the Baroda appointment to a similar extent. Thereupon considering that I should not be able to obtain another situation with less work, and requiring no moving about, and also bearing in mind the advantage I should reap from not having to endure the fatigues of travelling, and that there were but few expenses, I accepted the appointment in the hope that, by acting in accordance with my usual custom, my detestation of avarice and favouritism might be upheld, and continued in this, the Political Department here, and my reputation thereby enhanced, so that at the time of taking my pension Government might be induced to take this into their consideration. I did not come here when so short a period of my term of service remained to be completed, to enter upon a course of conduct which would cast a stigma upon and bring into disgrace that high character and reputation which I had formerly acquired with Government, after so many years of toil and exertion, and thereby entail the utter ruin of my prospects, both in this world and the world to come. Through my evil destiny, no one gentleman has continued here for any length of time; they were constantly being changed, and my hopes have been thereby frustrated; and the Almighty, to punish me for my pride, has, without any cause, reduced me to such distressing difficulties. The certificates of the gentlemen under whom I have served since my arrival here, are noted at the end of this defence, from a perusal of which it will be apparent, that since I have been in this department I have conducted myself in the same manner as I did formerly. With the exception of the Colonel, up to the present time, no gentleman has ever imputed impropriety of conduct to me. Being only mortal, it would be presumption in me to say that I have never erred in matters of business; but I can safely say that I have never been guilty of fraud, deceit, or betrayal of confidence.

2d. A few days after my arrival here, being disappointed in the place, I used my utmost endeavours to get relieved, and applied to the late Mr. Escombe, Secretary in the Judicial Department, to obtain the fixed appointment of Principal Sudder Ameen, but as there was no vacancy at that time, I did not succeed in getting it. Afterwards, being much disgusted with this place, I tried, although there is a deal of labour in the Revenue Department, all I could to obtain the appointment of dufturdar, at Ahmedabad, regarding which I have at the present time in my possession, a private letter from Mr. Pringle, late Chief Secretary to Government, dated 20th June 1847, a copy of which I have appended to this defence, from which the whole of the above particulars will be seen. I afterwards preferred another application, through the late Judge, for the appointment of Principal Sudder Ameen at Surat, but without success; copies of the papers in support of this are also herewith appended. The fact is, since I have been here, I have held no improper intercourse with any one; but have limited my expenses to what I have honestly obtained, and acted in a thoroughly upright manner. Therefore, those people who are dishonestly inclined, finding their interest ruined in many ways, entertain a spite against me, and use their best endeavours to effect my ruin. By enlarging on this topic, what advantage can I hope for? Whatever the Almighty may impress on the heart of my Judge, I will put my trust in; such confidence do I place in my integrity.

Para. 11. As Baba Nafra has not given his evidence in a satisfactory manner, he has thereby afforded just grounds for me to entertain suspicions that he is in some way con-

* Asthma.

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nected with this matter. I therefore am impressed with the idea that if the books of his shops, carried on in the names of Purshotum Runchore, and Naraien Runchore, were submitted to a strict search, that proofs, if there be any, would more than probably be discovered. I request that I may be allowed to look at the books of these firms, from the Sumvut 1901 (A. D. 1845), as also those of the firm of Parukh Hurry Bhugty for that year (1901,) in order to discover whether the item in question has ever been carried to account again.

Para. 12. From the above particulars, all will be made known.

The following is a list of vouchers which it is requisite to produce in this case.

Papers:

1. The correspondence which passed between the assistant in charge of the Residency and the arbitrators, in the suit between Meiral Bhugtee and the Shastrees regarding putting certain questions to the sowcars of Baroda.

These papers should be produced from the Residency Records, where they at present are.

The following papers are given in with this defence.

Copies of the English certificates granted to Asharam Purbhoodass.
Four copies of letters (applications and replies) which passed between Government and myself regarding the appointment of native agent at Baroda.
Copies of the English certificates which I received from Sir R. Arbuthnot, the late Mr. Andrews, and Captain French.
Copy of Mr. Pringle's English letter to me.
Three copies of English documents, viz., my petition to Government, dated 8th June 1848, and their reply regarding the appointment of Principal Sudder Ameen at Surat, &c.
The above documents should be recorded.

Dated Baroda, Thursday 31st July 1851 (Shrawun Soodh 3d, Sumvut 1907).

(signed) *Nursoo Luxoomun,*
Late Native Agent, Baroda.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(G.)

On giving over charge of this Purgunnah (Parchole), I take the opportunity of testifying to the uniform zeal and assiduity shown by the komasdar, Assaram Purbhoodass, in the performance of his duties; he afforded me the greatest assistance in the settlement of the new assessment of his purgunnah, and from the intimate knowledge of revenue business then displayed by him, I am certain that any promotion granted to him by Government will not be conferred upon one that is undeserving.

(signed) *Henry Liddell,*
Surat, 30 September 1838. Acting P. A. Collector.

This is to certify, that Asharam Purbhoondass, late komasdar of Purchole, served under me for a period of 5 ½ years, during the whole of which time he gave me great satisfaction. He is an active, intelligent, and well-informed revenue officer; and I had the pleasure of bringing his services to the special notice of Government in my Revenue Report for 1837-38.

(signed) *J. Vibart,*
Bulsar, 14 May 1839. Late Principal Collector of Surat.

This is to certify that Asharam Purbhoodass has served under me as mamlutdar of the sequestrated district of Pitlad from the 5th November 1838 till now, and loses his appointment on the restoration of the purgunnah to his Highness the Guikwar. I have had every reason to be satisfied with his conduct; he has been left in charge during my absences from the districts, once for six months, and two other times for three months each, and I have never had a complaint against him, or any reason to find fault; his zeal and assiduity, guided by an intimate knowledge of revenue affairs, have been unremitting, and I consider him a most valuable revenue servant.

(signed) *A. Malet,*
14 February 1841, Pitlad. Political Agent, Pitlad.

My experience, as far as it goes, warrants me expressing a similar opinion of the merits of Asharam to that given by Mr. Malet.

5 May 1841, Baroda. (signed) *W. S. Boyd,* Resident.

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PETITION from *Nursoo Luxmon*, Dufterdar in your Office, to *R. K. Pringle*, Esquire, Revenue Commissioner, Northern Division.

Humbly showeth,

That he has served Government well and faithfully, to the best of his ability, for a period of 25 years, 11½ of which have been in this department, continually travelling. In the course of this severe service he has contracted an asthmatic affection and pain in the chest, which is becoming more and more severe; he has consequently had an intention for some months past of applying to Government for its sanction to some arrangement for his relief, but deferred doing so from reluctance to trouble you, so soon after your appointment to this office, with a representation of his unfortunate case.

2. Recently, however, a situation having fallen vacant under Mr. Boyd, the Resident at Baroda, your petitioner made application to that gentleman, requesting he would remember your petitioner on the occasion of filling it up; on which Mr. Boyd wrote to you, stating that the salary of the vacant situation at Baroda being only 300 rupees per mensem, your petitioner being at present in receipt of a monthly salary of 500 rupees, would, by accepting it, subject himself to a loss of 200 rupees; your petitioner personally intimated to you his views in reference to this matter, and obtaining your permission, took occasion to visit and make known the same to Mr. Boyd, at Baroda, viz., that the pay of his present situation is only 300 rupees, and that the other 200 rupees is an extra personal allowance to him, 100 per mensem having been granted by Government to your petitioner as a special reward for his past services; at the same time that a panlanquin and a honorary dress were confirmed on him, with an allowance of 600 rupees per annum for the support of the former (*vide* Government letter, No. 2947, dated 10th October 1833, T. D. R.) and the other hundred rupees on account of long service as a dufterdar, according to the regulation of Government; that your petitioner understood that these personal allowances would be continued to him in whatever Government situation he might hold, as they do not necessarily appertain to the appointment he fills, and the mere fact of his possessing them would confer no title on his successor in this office to the same; that the practice, moreover, in such cases would preclude it. He requested, further, that Mr. Boyd would make application to Government in his behalf, to confer on him the situation in question, with the continuance of the extra allowances of 200 rupees. In reply to this, Mr. Boyd stated that there could be no objection, as regards the honorary allowances being enjoyed by him, wherever he might serve; but though, in his opinion, the other 100 rupees allowed for long service should also be continued under similar circumstances, he could not say what Government might think on this head, or whether they would sanction it. Your petitioner begged Mr. Boyd would, at all events, mention his name to Government; and stated that he had no doubt you would also be pleased to forward his views.

3. Your petitioner therefore humbly begs to represent that as he is now physically incapable of continuing, as in this department, to endure all the hardships attending a life of almost constant travelling, he wishes to settle down in some situation where he might hope, with the advantages of rest and climate, to renovate his impaired health; that the situation in view appears suitable in these respects, if his present pay were made up to him by the continuance of the personal allowances above alluded to.

4. Your petitioner humbly deprecates the assumption that he desired the change from motives of mere indulgence; he values the respectability of his present appointment, and appreciates the honours already and so frequently conferred upon him too highly to be influenced by any such unworthy motives. You must have observed how unfit he has become for the active duties of this laborious situation; and since his desire for a change emanates not from any want of will on his part to serve here longer, he trusts that the accomplishment of his object may not be allowed to entail loss on him, as if brought about by any impropriety or fault of his own; much less can his motives be doubted when he states that, were he to continue to serve as a dufterdar for only two years and a half longer, he would then become entitled to an increase of 100 rupees per mensem to his present salary. Under no circumstances, therefore, would there be any additional expense to Government.

5. Your petitioner would further respectfully submit, that should he accept of a situation of lower salary than what he receives at present, and should he eventually be obliged to apply for a pension, he would in that case have to receive a smaller amount than what, under the rules, he would now be entitled to, since the rates are fixed from an average of the salary during the last five years of service; should your petitioner, as another alternative, apply to retire at once on a pension, the amount which the rules would yield him would be but a trifle, and thus from circumstances over which he has no control he would, if Government leave him such a resource, be involved in great difficulties and distress; and considering that he is only 44 years of age, and a settled situation, and the necessary remedies would, in all human probability, tend to renovate his health, it would be imprudent in him to adopt such a step; and he trusts that Government will relieve him from the necessity of so doing, by treating him with the same liberality and kindness it has always done.

6. After this statement of his case, should Government be pleased to decide against your petitioner's request for a continuance to him in the situation for which he has applied at Baroda, of the extra allowance of 200 rupees a month, which he now receives, he has then

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but two alternatives, one or another of which he trusts may meet with the favourable consideration of Government, viz. that, with the view of re-establishing his health, he be allowed leave of absence for the period of two years, retaining his present situation, and the full pay of the same, which request will be the less unreasonable when your petitioner mentions that during the whole period of 25 years' service he has not had so much as three months' leave; otherwise, if he must fall back on the last alernative of retiring altogether, your petitioner humbly solicits that Government, considering the (both mentally and bodily) laborious duties on which he has been employed, and which have aggravated, if they did not originate, his present impaired state of health, will grant him the indulgence of permitting his pension to be calculated at the rate laid down for a period of 30 years, instead of 25, the time your petitioner has actually served.

7. Appreciating most gratefully as he does the many honours and favours which the Government have from time to time conferred on him, it is with a reluctance, swayed by only the most imperative necessity, that your petitioner ventures to solicit this one more act of consideration, he earnestly trusts that the validity of the grounds hereof will be apparent to you, and relies on your kindness to urge the justness of them on the attention of Government.

And he will, as in duty bound, ever pray.

Aleena, 14 December 1843.

No. 249 of 1844.

To *Nursoo Luxmon Rao Bahadoor*, Dufterdar, Revenue Commissioner's Office,
Northern Division.

Sir,

In reply to your application, dated the 14th December last, requesting permission to accept the situation of native agent to the Baroda Residency, I have much pleasure in forwarding, for your information, copy of my letter (dated the 15th idem, No. 1293) to Government, and of Mr. Chief Secretary Reid's reply, No. 617, dated the 20th ultimo.

I have, &c.
(signed) *R. K. Pringle*,
Revenue Commissioner, N. D.

Revenue Commissioner's Camp, Ahmedabad District,
Bhutwa, 6 March 1844.

No. 1293 of 1843.—Territorial Department, Revenue.

To *L. R. Reid*, Esquire, Chief Secretary to Government, Bombay.

Sir,

1. I have the honour to submit, for the favourable consideration of Government, a petition from Nursoo Luximon, the dufterdar of this department.

2. The objects and wishes of the petitioner are fully set forth in the petition. It states that his health is so much impaired that he feels himself no longer able to undergo the fatigues of his present office, and that the Resident at Baroda having offered him the situation of native agent to the Residency, he would be desirous, with the permission of Government, to accept it, provided he could be allowed to do so, retaining the (200) two hundred rupees per mensem, by which his present salary exceeds that of the agent's situation; of this sum (100) one hundred rupees is stated to be a personal allowance conferred upon him, as a reward for good conduct by Government, with the sanction of the Honourable the Court of Directors, and (100) one hundred rupees allowance, to which he had become entitled by the rules of the service from his period of servitude as dufterdar. He dwells on the heavy sacrifice which the loss of these allowances would occasion to him, and prays that Government would, in its liberality, continue them as a special case, in consideration of his long and faithful services in his present responsible situation, the fatigues of which alone have incapacitated him for the further performance of its duties. He also expresses his hope that his acceptance of an appointment of inferior salary may not be allowed to operate to his disadvantage in the adjustment of the terms of his pension, if one should ever be granted to him. He concludes by submitting other requests, which in the event of the above being considered inadmissible, he would feel himself reluctantly obliged to prefer.

3. It will be for the Honourable the Governor in Council to determine how far these requests can be complied with. If there should be no objection to Nursoo Luximon's accepting the situation which has been offered to him, I can only say, that although his services would be much missed in this department, where his experience has made him very useful, his statement as to the infirmity of his health incapacitating him for a longer endurance of its fatigues, is, so far as my observation goes, but too true, and under such circumstances, I should be sorry to offer any impediment to his transfer to a less laborious situation.

4. The

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4. The character and services of Nursoo Luxmon are well known to Government, and repeated testimony has been borne to his merits by my predecessors, to which I have only to add, that in my shorter acquaintance with him, I have had every reason to be satisfied, and to consider him worthy of any indulgence which, in reference to his present petition, Government may, in its liberality, be pleased to extend to him.

I have, &c.
(signed) *R. K. Pringle*,
Rev. Commissioner, Northern Division.

Revenue Commissioner's Camp, Kaira Districts,
Aleena, 15 December 1843.

No. 617 of 1844.—Territorial Department, Revenue.

To *R. K. Pringle*, Esquire, Revenue Commissioner, Northern Division.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 1293, dated the 15th December last, handing up an application from Nursoo Luxmon, the dufterdar of your department, for permission, in consequence of ill health, to accept the appointment of native agent to the Residency at Baroda, and to retain the (200) two hundred rupees per mensem by which his present salary exceeds that of the situation of agent.

2. In reply, I am instructed to acquaint you that it was recently decided in the Political Department, on Mr. Boyd's application for the services of the dufterdar of Khandeish, that he could not take his superior salary with him, and that this decision is applicable to the present case.

3. An allowance, granted as a reward for services performed, may perhaps, I am desired to observe, be deemed personal, and to be held in addition to the pay of any situation which the grantee may hold. But the periodical increases to the dufterdar's pay, according to their length of service (under the rule of the 15th of March 1824), cannot be so considered.

4. Nursoo Luxmon draws 500 rupees per mensem, that is, 400 rupees as dufterdar of more than 10 years' standing, and 100 rupees as a personal allowance, granted on the 10th October 1833, which latter sum should, the Governor in Council imagines, be continued to him above his salary so long as he remains in the public service, and whatever appointment he may hold; the allowance of (50) fifty rupees per mensem for a palanquin, granted to him on the same date, is, his Honor in Council presumes, a life grant, and to be held without reference to his being in service or a pensioner.

5. It would, his Honor in Council considers, form an inconvenient precedent to grant pensions otherwise than as laid down in the rules, that is, on the average salary of the last five years; at all events, Government cannot pledge itself to do so; but each case should be treated as it may arise, on its own merits.

6. The Governor in Council cannot entertain either of the propositions made by the dufterdar, that he be allowed leave of absence for two years on full pay, or that his pension may be calculated as though he had served 30 years instead of 25 years.

7. It is not to be forgotten that this individual holds a village rent-free, for three lives, calculated to produce him a yearly income of (1,200) one thousand and two hundred rupees.

I have, &c.
Bombay Castle, 20 February 1844. (signed) *L. R. Reid*,
Chief Secretary.

(True copies.)
(signed) R. K. Pringle,
Revenue Commissioner, Northern Division.

THIS is to certify that Nursing Rao Luxmon has served under me as native agent for the period of 10 months, since I have been Resident at Baroda. The high character which he has already established as a man of business and deserving of the confidence of Government, makes it hardly necessary for me to say anything on this subject. I have much pleasure now in adding my testimony to those he already has, of his abilities as a public officer, and of the prudence and judgment with which he conducts his duties in his present situation.

Baroda, 27 April 1846. (signed) *R. K. Arbuthnot*, Resident.

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My dear Nursooba,

I CANNOT leave Baroda without thanking you for the valuable assistance that you afforded me as native agent during the period that I acted as Resident. I was indebted to you on several occasions for valuable information, and the talents, zeal and fidelity with which you discharged the duties of your responsible and delicate office afforded me the greatest satisfaction, and much facilitated my discharge of my own duties.

Wishing you health and prosperity, and that you may live long to enjoy the honourable rewards bestowed on you by the Government that you have so long and so faithfully served,

Believe me, &c.
(signed) *W. C. Andrews*,
Late Acting Resident.

Baroda, 31 May 1847.

NURSOO PUNTH has been native agent of this Residency during the period I officiated as Resident, or from November 1848 to April 1850 inclusive.

I found him in all respects a most excellent man and public servant; in nothing did I find him wanting.

(signed) *P. T. French*,
Acting Resident.

Baroda Residency, 1 May 1850.

Nursoba,

IT is now a considerable time since I received your letter of the 15th May, and accompanying memorandum, which other occupations have prevented me from acknowledging sooner.

I feared at the time you did it that you were committing an error in changing into the political line, and I am sorry you have now found it to be so. I am inclined to think that in your delicate state of health, you would now best consult your own comfort and respectability by retiring on a pension; if, however, you wish to return to the revenue line, and the dufterdarship of Ahmedabad should become vacant, I see no objection to your applying for it, in which case your experience and former services would give your application a strong claim to attention. I have not heard lately of the present dufterdar of Ahmedabad intending to retire, though, I believe, he has often spoken of it. I showed your letter to Mr. Reid, who agrees with me on the subject of it.

I remain, &c.

Daporee, 20 June 1847. (signed) *R. K. Pringle.*

To the Right Honourable Viscount *Falkland*, Governor and President in Council, Bombay.

The humble Petition of *Nursoo Luximon*, Native Agent of the Baroda Residency,

Most humbly showeth,

YOUR petitioner most respectfully begs to represent his services, and requests your Lordship in Council will take them into favourble consideration.

Your petitioner has been in the service of Government from the year 1818, always holding most important appointments. He has served as carcoon and sheristedar in the Ahmedabad Collectorate for six years; as a mamlutdar in the Kaira for upwards of six and a half years, during which time, when calls have been made from Government for an immediate settlement of the Broach zilla; he was also engaged by the Collector of Broach as dufterdar in the Surat Collectorate for one year, and as dufterdar in the Revenue Commissioner's office for 12 years, with zeal and fidelity, for which he bears strong testimonies, which have been placed from time to time on the Government records, as well as tokens of Government favour. The period of his service in the Revenue Department 25 years and eight months, which added to those in the political one, in which he holds his present appointment, makes a total servitude of nearly 30 years, which he presumes Government will deem deserving to take notice of.

Disgusted with the travelling which your petitioner had had for a continued period of 12 years, and his health not permitting any more, he thought best to solicit his master to transfer him to a stationery appointment, of the same rank with usual eagerness as a man of 45 years of age. When the appointment of native agent of the Baroda Residency became vacant Government kindly granted it to him. There has been a loss of *Rs.* 126. 8., including exchange, the pay rules of 1826 in the Revenue Department not being applicable to the Political one; your petitioner, however, accepted it, with a conviction that Government will take his services into its kind consideration at some future period. He has been in vain thinking to apply to Government for such a place as will make up his loss, until now. Hearing that the appointment of principal suder ameen at Surat has become vacant, owing to Ardaseer's having retired on a pension, your petitioner most respectfully solicits that, Government having a regard to his former services, and in consequence of his bad health he was obliged to accept his present appointment, with a loss of upwards of 100 rupees from want of any suitable vacancy, will kindly confer it on him, and promote his views of serving Government in the Judicial Department before retiring on a pension.

A list

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A list of testimonials mentioned in the 2d para., and which are on the Government record, together with copies of certificates of his services in the Political Department since 1844, which have not been submitted to Government before, is now forwarded for the information of Government.

And your petitioner, as in duty bound, will ever pray.

Baroda, 8 June 1848. (signed) *Nursoo Luximon*, Native Agent.

A List of Letters recorded in Government.

1. Letter addressed by S. Williamson, Esq., dated 26th June 1826.
1. Ditto - - ditto - - ditto - - 23d March 1830.
1. Minute made by Sir J. Malcolm, under date 23d March 1830.
1. Certificate of E. B. Mills, Esq., dated 11th August 1831.
1. Letter addressed by W. Stubbs, Esq., dated 17th June 1832.

The above letters have been submitted by S. Williamson, Esq., with a letter dated 27th September 1833.

1. Letter from Government granting a Palanquin, with honorary dress, under date 10th October 1833.

1. Letter addressed to Government by S. Williamson, Esq., Revenue Commissioner, under date 21st November 1838, requesting to confer an enam of a village, and the reply thereto, of the 30th May 1840.

1. Letter addressed by J. Vibart, Esq., Revenue Commissioner, dated 8th May 1841.

1. Letter addressed by W. Simson, Esq., Revenue Commissioner, dated 28th February 1843.

1. Letter addressed by Mr. Pringle, Revenue Commissioner, dated 26th March.

To *W. C. Andrews*, Esq., Judge and Session Judge, Surat.

Honoured Sir,

I most respectfully beg to enclose an application to the address of Government for the vacant place of the Principal Sudder Ameen at Surat, and humbly solicit that you will kindly forward it, with such recommendation as will insure my appointment.

Expecting favourable reply,

I remain, &c.

Baroda, 8 June 1848. (signed) *Nursoo Luximon*, Native Agent.

No. 291 of 1848.

To *Rao Bahadoor Nursuba Luximon*, Native Agent, Residency, Baroda.

Sir,

In reply to your letter, dated 8th June last, submitting a petition to the Right honourable the Governor in Council, I have to inform you, under instructions from Government, dated 28th instant, that the appointment you solicited therein has been filled up.

I am, &c.

Court of Adawlut, Surat, (signed) *W. C. Andrews*, Judge.
31 October 1848.

(H.)

Translation of a Copy of a Yad, No. 67.

Memorandum to Mr. *Ogilby*, Acting First Assistant Political Commissioner in Guzerat, and Resident at Baroda in charge, from *Meer Surfaz Ali*, Umpire, in Soorsun Kumus Arbayen Miyaten Wuluf.

There is a dispute between Myral Bucktee, as plaintiff, and Bheema Shunker Gungadhur Shastree, as defendant, on account of their firm, upon which it was written, directing that questions should be sent to sowcars of Baroda, to inquire into it; and it appeared in the course of inquiry what questions should be asked; the witnesses were examined, and there were questions to be submitted to sowcars for their opinions. I then desired the arbitrators on

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on the part of the defendant to sign them, but they did not sign the questions; I then told them that if they had any more questions to ask, they should write them, and I would sign them, but they would not write any questions nor sign the paper, so I have signed the questions and given them to sowcars, and have sent a copy for your information.

Vyak Sood 4, Sumvut 1901 (A. D. 10 May 1845.)

Kundurow Amrut.
Wamumrow Dhondew.
Meer Surafraz Ali.
Asaram Purbodas.

Translation of Enclosure in (H.)

QUESTIONS from Meer Surafraz Ali, the Umpire, to be put to Meiral Suckedass and six others, regarding the Customs of Merchants and others.

1. IF two or three persons together make a firm in partnership, then is it usual to divide profits according to their share of the profits, or how? If there be profit or loss, is it borne according to their shares of capital, if unequal, or how?

2 If people have established a firm, and two or three years after another obtains a share in it, should his share be calculated from that day, or from the establishment of the shop?

3. All firms obtain interest, premium, &c., then having deducted the sowcar's interest, &c., do they consider the balance of that only profit, or do they consider the whole produce to be profit?

4. Should it be written in any deed regarding the profits of a firm that, without deceit every year, half the amount should be paid to such an one; what would be the meaning of that among your people?

5. If two or three sharers should write a deed, that we have such and such shares in the firm, what would be the purport of that?

6. If any one had agreed to give another anything out of his trade, and having taken in another partner they agreed to carry on the shares as before agreed on, then the firm being in the name of those parties to the original agreement, and the owner became responsible to the person with whom he made the agreement, would the man then, according to your custom, be answerable to his co-partner, or how?

7. If there are three partners who carry on a firm in the name of two of them, and after the firm is closed, those in whose name it stood, having made some remission to a creditor recovered the balance from him, should they be answerable to the third partner for the remission, or how?

Thus having the read the above, be good enough, relying upon God, to send answers of what is the custom of sowcars. Sumvut 1901, Vysak Sood 4th (A. D. 10 May 1845).

(Copy taken 10 May.)

(signed) *Kunderow Amrut.*
Wamunrow Dhondew.

TRANSLATION of Second Enclosure in (H.)

MEMORANDUM of Questions sent on behalf of Myral Bucktee's Firm to Sowcars, for Answers regarding their Customs, as below.

1. IF in any paper regarding partnership there is mention of profit, and in it it is agreed that annually, without deceit, one-half should be given to the authorities, what should be the meaning of this according to your custom?

2. If there are two or three shares, and it is mentioned in a document that the transactions are with so-and-so's shares, what would that mean?

3. If any one in any trade should agree to give so much profit to such an one, and after that they should give some one else, and agree that they were to carry on according to their former agreement; then according to the first agreement, would the original partners be answerable among sowcars, to the party they subsequently joined with them, according to hisshare, or how?

Take answers to the above questions: Sumbut 1901, Vysaksood 2d (8 May 1845). Written by Bechurbhaee Samuldass.

(signed) *Bheekajee Rughoonath,*
Marratta.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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(I.)

TRANSLATION of a Yad and its Enclosure, received at the Residency 12 May 1845.

MEMORANDUM to Mr. *Ogilvy*, Acting First Assistant Political Commissioner in Guzerat, and Resident at Baroda in Charge, from *Bickajee Rugoonath* and *Wamunrow Dhondeo Sate*, on behalf of Bheema Shunkur Gungadhur.

THAT between Meer Surfraz Ali and Asaram Purbaedas, arbitrators on behalf of the plaintiff and ourselves, there has been a misunderstanding, and we write as follows for your information:

Para. 1. That the four arbitrators together, on the 7th May 1845, in their memorandum, suggested that the bankers from the city should be called upon, and the arbitrators' intentions are therein set forth, that the cause for collecting these bankers was because the arbitrators had something to ask them; and that it was the business of the arbitrators and not of the parties.

2. When the bankers were collected on the 8th instant, we asked the plaintiff's arbitrators to fix what the bankers were to be asked, upon which they said that if the parties had any questions to ask they should be written down, and then they would ask questions on them. We then said that as we had collected the bankers, it was for us to decide what questions should be asked, and that if the parties had any witnesses to produce we could take them separately; upon that, those arbitrators said they would bring their evidence at once. We then asked the plaintiff, Baba Nafra, to propose any questions he had to ask. Upon that Baba Nafra gave a memorandum, and upon that the plaintiff asked the bankers three questions. Copies of which are annexed.

3. It is not a proper course that the arbitrators should collect the bankers together, and the plaintiff gave no motion for questions. But when the plaintiff is satisfied, and puts questions to the bankers, those questions appear to us useless, as follows:

1st. To weigh the above two questions and to decide them has been entrusted by the authorities to the arbitrators, and the arbitration has been going on for six weeks, and if they should ask these bankers questions of other merchants, what have the arbitrators to do? and if other bankers are to be instructed as these have been, about 60 papers filed, they will have to understand all these, the same as the arbitrators do themselves, which will lead to endless disputing.

2d. The third question is about merchants' customs, and is of the nature of evidence, but does not apply to this case, as the plaintiff's suit in this case is to recover a share of some money received in consequence of the second para. of a sunnud from the Guicowar, and the inquiry the arbitrators have hitherto carried on has been, whether the money was received or not in conformity with that para., and further inquiry is to be made, and a decision in conformity with it; and according to clause 2, sect. 36, Regulation IV. A. D. 1827, this evidence would be of no use in this case.

Thus we have written these 3 paras., and request you to consider them and decide; and in accordance with that we will act.

10 May 1845.

Beckajee Rugonath Marratta.
Wamunrow Dhondeo Sate.

New para. The plaintiff's arbitrators have put seven questions to the bankers, and have sent them to the Resident for his information, and they asked us if we would sign them; we said that there was something to be added and to be struck out of them, and that we had some questions to be omitted, and that they should therefore alter them as we suggested, but they would not listen, so we did not sign their memorandum; we have some questions to put to the bankers, upon those put by the plaintiff's arbitrators, so be good enough to direct that our questions be put first.

Dated as above.

Beckajee Rugonath Marratha.
Wamunrow Dhondeo Sate.

I have called the above arbitrators before me and questioned them, and asked what was their intention about altering the questions put by the plaintiff's arbitrators, and they said they would give a separate memorandum on the subject; so when that memorandum is brought it will be considered.

Dated 12 May 1845.

Enclosure in the above Memorandum from the Defendant's Arbitrators, Bickajee Rugonath Marratha and Wamunrow Dhondeo Sate.

THAT the memorandum given by the plaintiff's bankers should be altered and struck out in our opinion, as follows:

To the first question should be added, " or if there has been a written agreement, should the shares be paid according to that, or how "?

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Second question, should be added, "If, when the firm was established, the partners made an oral agreement about the shares, and two years after a written agreement was made, and management carried on in that way for many years, then should the written agreement and management be upheld or not"?

To the third question should be added, "or when any debtor gets remissions from a banker, then, if he has obtained premium and interest to a larger extent, does he get remission on all that, or how"?

The arbitrators are set to decide the 4th and 5th questions, so it is for them to consider them, and not to ask from Banians the meaning of Marrathee papers.

There is no occasion for the 6th and 7th questions, as the force of the second para. of the sunnud is to be considered. This will inform you.

Dated Vysak Sood 6th, Sumbut 1901 (12 May 1845).

Beckajee Rugonath Marratha.
Wamunrow Dhondeo Sate.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(J.)

MEMORANDUM to *Meer Surfraz Ali* and *Bheckajee Rugonath*, Maratha Umpires, from the Assistant Resident in Charge.

THAT your memoranda of the 10th May 1845, regarding the misunderstanding which has occurred between you as arbitrators in the suit brought by Myral Bucktee against Bheema Shunkur, Gungadhur Shastree Motalik, regarding their Potdaree firm, on the subject of questions to be put to bankers at Baroda, have been received, and the defendant's arbitrators further gave a supplemental memorandum on the 12th, and having considered them, I send a separate paper with my opinion on the several questions, and from that the arbitrators of both parties will be informed.

Dated Vysak Sood 8th, Sumbut 1901 (14 May 1845), at the Residency, Baroda.

(signed) *T. Ogilvy,*
First Assistant Resident.

MEMORANDUM of Seven Questions put on behalf of Myral Bucktee by the Arbitrators to Meyral Suckedass, &c., Bankers of Baroda, received with a Memorandum, dated 10th May 1845; and upon that Bheema Shunkur, Gungadhur Shastrees, Arbitrators, on the 12th May sent a Memorandum of Additions, Alterations, and Omissions to be made in them.

Questions put by the Plaintiff's Arbitrators.	*Objections raised by the Defendant's Arbitrators.*	*The Assistant Resident in Charge's Opinion.*
1st. If two or three persons together make a firm in partnership, then is it usual to divide profits according to their share of the profits, or how. If there be profit or loss, is it borne according to their shares of capital, or how?	To the 1st question should be added, "or if there has been a written agreement, should the shares be paid according to that, or how"?	1st. It appears right that what the defendant's arbitrators wish should be added.
2d. If people have established a firm, and two or three years after another obtains a share in it, should his share be calculated from that day, or from the establishment of the shop?	2d question should be made, "if when the firm was established the partners made an oral agreement about the shares, and two years after a written agreement was made, and management carried on in that way for many years, then should the written agreement and management be upheld, or not"?	2d. Write the addition proposed.
3d. All firms obtain interest, premium, &c.; then, having deducted the sowcar's interest, &c., do they consider the balance of that only profit, or do they consider the whole to be profit?	To the 3d question should be added, "or when any debtor gets remissions from a banker, then if he has obtained premium and interest to a large extent, does he get remission on all that, or how"?	3d. Write the plaintiff's arbitrators question; and as that by the defendant's arbitrators is not to the point, write theirs as the 4th question.

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Questions put by the Plaintiff's Arbitrators.	*Objections raised by the Defendant's Arbitrators.*	*The Assistant Resident in Charge's Opinion.*
4th. Should it be written in any deed regarding the profits of a firm that, without deceit, every year half the account should be paid to such an one, what would be the meaning of that among your people?	The arbitrators are set to decide the 4th and 5th questions; so it is for them to consider them, and not to ask from Banians the meaning of Marathee papers.	4th. That this is the plaintiff's question, does not appear from the arbitrator's memorandum, or the question itself; but the defendant's arbitrators say it is, and that it and the 5th question are regarding the meaning of Marathee words, and therefore not to be put to bankers; should they be Guzerattee papers, those people might be questioned about it, and give some answer, but these questions need not be put to bankers. If the arbitrators think the questions should be asked, they might get four intelligent honest Marathas, and showing them the papers, ask them and get their answers; but it does not appear necessary to put this question.
5th. If two or three sharers should write a deed that we have such and such shares in the firm, what would be the purport of that?		
6th. If any one had agreed to give another anything out of his trade, and having taken in another partner they agreed to carry on the shares as before, then the firm being in the name of those to the original agreement, and the owner became responsible to the person with whom he made the agreement, would the man then, according to your custom, be answerable to his copartner, or how?	There is no occasion for the 6th and 7th questions, as the force of the second para. of the sunnud is to be considered.	It does not appear necessary to put this question now.
7th. If there are three partners who carry on a firm in the name of two of them, and after the firm is closed, those in whose name it stood having made some remission to a creditor recovered the balance from him, should they be answerable to the third partner for the remission, or how?	- - - - - -	I do not see any objection to this question being put, if it be added that the remission was given without the advice of the third partner. This is my opinion, and is given for the information of the arbitrators of both parties. 14 May 1845.
The above is a translation into Maratha of the Guzerattee questions received with the Memorandum.	The above is a copy of the objections made by the defendant's arbitrators.	

Thus you will be informed. If the arbitrators require the opinions of any bankers hereafter on their customs, they can, after the questions to the above, all agree to call bankers and question them.

Dated as above.

(signed) T. *Ogilvy*,
Assistant Resident in Charge.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(K.)

MEMORANDUM to the Assistant Resident in Charge from the undersigned Arbitrators on behalf of Plaintiff Murial Bhugtee Parukh.

THAT your memorandum of the 14th May 1845, No. 123, in answer to the separate memorandum which we and the arbitrators on behalf of the defendants sent on the 10th May, in which the arbitrators on behalf of the defendants urged objections to the questions the four arbitrators were to put to the merchants, and your opinion upon them, in a schedule, has been received, but what you have written, is upon what the arbitrators on behalf of the defendants have urged. It is not as if you had answered what we asked, and having

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considered the circumstances of both sides, formed your own opinion, therefore we reply to the arguments in the schedule of what the arbitrators have mentioned as below paragraphically.

Para. 1. The arbitrators on the part of the defendants have urged additions to be made to the first and second questions, whether if partners have made an agreement in their deed, that should be upheld, or how? &c. It is clear to the authorities that there has been an agreement on this subject, and this being the case, the question of profits was referred to us; from that it appeared to us that at the time of writing the deed the defendant's father was the agent of both Governments, and from the power of his agency, he probably, in consequence of some variation in the profits, added this share. Should the authorities think this, they might have required to know the custom on the subject, so that there was no occasion then to inquire distinctly about the deed. We then distinctly told them that they should write what they wanted to ask below, but they would not; but the bankers, in their answer to the question, would show the custom of merchants, and the subject of the agreement is also shown, so that it does not appear as if anything remained to question them about on this subject.

Para. 2. The arbitrators, in their third question, inquire how they would enter a remission of premium and interest which they may make to any debtor of the amount they may have received from him. They did not offer this question, nor did we refuse it, and we have no objection now to its being asked.

Para. 3. These arbitrators state that the arbitrators have been appointed to decide the fourth and fifth questions, so that it is for them to consider them, and that there is no occasion for questioning merchants on the purport of Mahratta papers. We did not alone appoint these merchants; they are all trustworthy respectable men, and understand the custom of firms, which is well known to both authorities (British and Guicowar); the other arbitrators and we, having agreed in presence of the carcoons of both parties and the Residency carcoon, determined to summon them, and sent a memorandum to the authorities; and we told both the carcoons if they had any questions they wished to put to the soukars on their masters' behalf, they should write a memorandum of them. Accordingly, the next day the merchants made their appearance, when the plaintiff's carcoon showed them a memorandum, but the defendant's carcoon made a promise of two days; when that expired, they thinking, perhaps, that nothing would come out to their advantage, or nobody knows for what cause, refused to give in their memorandum, whereupon the defendant's arbitrators would not sign to questions which the body of arbitrators had agreed to put to the merchants. But if each arbitrator should ask those questions only which would benefit his cause, and should wish to break down the case of the opposite party, free scope would be given for partiality, and justice could not be obtained concerning the Maratha question. Maratha cannot be translated into Goozerattee, or if it is, it is impossible that it can be done without some difference in the purport of the words occurring. If proof is now required, a copy of the memorandum of questions to the bankers was sent to you, in which the second para. of contents of the agreement is written in Goozerattee, and from which in the schedule you sent written in Mahratta, these words have been entered in Mahratta. This should be compared with the original memorandum, to see whether the meaning of it corresponds or not. And again, this is the custom, that in all documents in all languages, if a person of another language understands it, he will then be able to translate it, and give an answer in his own, as documents are in every language; but without questioning those who are well acquainted with the subject, it cannot be understood; thus Governors of countries must be consulted on questions of Government's shastrees or shasters, so on this subject must bankers be questioned, and without asking them it cannot be cleared up. You will find few Deekheneys so well acquainted with this subject as Banian soukars, and there are no merchants here who are ignorant of Mahratta. You should consider what these arbitrators require, and if you have any doubts, from their one-sided statement, they will be removed.

Para. 4. These arbitrators further urge, that as the second para. is to be decided according to the shastras, the sixth and seventh questions should not now be put; but it is necessary to ask these questions, and what objection there is to asking them now, these arbitrators do not mention. If the questions are not asked now, they will hereafter dispute as to the meaning of that para., and the merchants must be called and examined again on the subject, which would not be right; and thinking this, we have asked the questions, and their answers have been received.

We have written the above for your information, and after that await your order.

Sumvut 1901, Vysak Shood 13th (18 May 1845).

Meer Sahib's signature, in Persian.
Asharam Purbooodas.

Khunderow Umrut.
Wamunrow Dhondeo Sate.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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(L.)

MEMORANDUM to *Meer Surfuraz Ali* and *Beecajee Rugonath,* Umpires.

THAT the memorandum from the arbitrators on the part of the plaintiff, Myral Bucktee, dated 19th May 1845, containing objections to the memorandum sent from the Residency on the 14th May, No. 123, has been received, to the effect that the Assistant in charge has given a one-sided opinion, and sent together with it the memorandum of questions to be put by the arbitrators on the plaintiff's behalf, and the memorandum of the alterations which the arbitrators on the part of the defendant, Bheema Shunkur Gungadhur, wished to make, and having considered the purport of the memorandum, and according to the object of the suit the answer was written, which the arbitrators do not approve, but it is not right to urge further objections. It appears advisable that the arbitrators on behalf of both parties should, in questioning the bankers (if they cannot agree, but have different objects), each put questions for his own purpose, and the bankers should be kept separate in the office, and taking the answers, mark them and file them in the case. This is written for your information. Vysak Vud 2d, Sumwut 1901 (23 May 1845, A.D.), Soorsein Mununt Arbein Meyalujee Wulluf.

(signed) *T. Ogilvy,*
Assistant Resident in Charge.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(M.)

EXTRACT from the Aura or Monthly Cash Account-book of Pureekh Purshotum Runchore for Sumvut 1902, Magseer Shoodh 1st, (30 November 1845), page 10.

Cr.	*Dr.*
2,000 rupees,* Pureekh Runchore Bolanath, Magur Sood 2d.	2,000 rupees,* Twenty thousand ready cash brought with a note, to remain at 4 annas per cent. interest, complete 30 days, one day, according to the custom of soukars, making 29 days' interest only, not to be deducted. Ledger page 47.

* *S. O.*

Extract from Ledger of the above Firm for Sumvut 1902, page 47.

Cr.	*Dr.*
Pureekh Runchore Bhoolanath's account for the year Sumvut 1902. 20,000 rupees. Page 10, Magsur Soodh 2d.	

New Account, page 73.

Extract from Ledger of the above Firm for the Year Sumvut 1903, page 73, is as follows:

Pureek Runchore Bhanabhaee's account for the year Sumvut 1903.

Cr.	*Dr.*
Balance, page 47, 20,000 rupees.	

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

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(N.)

No. 107 of 1845.—Political Department.

From the Acting First Assistant Political Commissioner and Resident in Charge, Baroda, to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. WITH reference to your letter to my address of the 6th ultimo, No. 698, with accompaniments, regarding the assembly of arbitrators to decide the pecuniary dispute between Bheema Shunker Gungadur Shastree and Hurry Bhugtee, I have the honour to state, for the information of the Honourable the Governor in Council, that the following arbitrators, at present in Baroda, have now been selected by the parties: on the part of Hurry Bhugtee, Meer Surfraz Ali, and Asheram Purbhoodass, formerly komavisdar of Pitlad when under attachment, and now in the Guicowar service; on the part of the shastree, Bheekajee Ruggoonath Mahratta, of Poonah, formerly on the Poonah collector's establishment, and Wamun Dhoondeo Sathé, a karkoon in the Shastree's service.

2. I beg to submit, for the information and instructions of Government, translations of two letters from Myral Bhugtee and Bhewra Shunker Gunghadur Shastree, from which it appears that the former is unwilling that any final decision be made, unless the Bombay and Guicowar Governments are declared joint umpires, and the latter unless the Bombay Government nominate an umpire.

3. I beg respectfully to state, that the objections urged by the Shastree appear well founded, since the Guicowar must be viewed as a party interested, and as such disqualified from being an umpire.

4. Should this view appear to his Honour in Council correct, the point would probably be conceded were Government to declare, that if their suggestion in regard to an umpire is objected to, they will come to a final decision on the evidence before them.

5. The arbitrators will commence immediately on their labours, leaving this point for the after consideration of Government.

6. Myral Bhugtee represents that his old karkoon, Baba Nafra, should be allowed to attend before the punchayet to show the papers of the firm, with which he is said to be better acquainted than any other person, and I believe this will not be objected to, as I presume the exclusion pronounced against that individual in the 2d paragraph of Mr. Chief Secretary Reid's letter, dated 13th July 1843, was not meant to extend to a matter of this nature.

I have, &c.
(signed) *T. Ogilvy*,
Acting First Assistant Political Commissioner,
and Resident in Charge.

Baroda Residency, 13 March 1845.

TRANSLATION of a Letter from *Myral Buktee* to the Acting First Assistant Political Commissioner in Charge, dated 8 March 1845.

I HAVE the honour to return the draft you sent me, and to observe that my reply was communicated to you on the 13th October last, to the effect that I agree to abide by the award that both Governments jointly may make on the recorded opinion of the arbitrators, whether that may be dissentient or unanimous. My reason for this is, that I depend on the favour of both Governments, through whose joint medium the matter in discussion was arranged, and with the documents relating to which both are acquainted. Should you deem it requisite, I request that you will refer this point for the consideration of the Bombay Government.

TRANSLATION of a Letter from *Bheema Shunker Gunghadur Shastree* to the Acting First Assistant Political Commissioner in Charge, dated 5 March 1845.

YOU yesterday informed my karkoon, Dewakur Shreedur, that as the arbitrators in the matter in dispute between Hurree Bhugtee and myself were present, I should say whether I were willing that they should enter in the inquiry, since no directions in regard to a sirpunch had been received from the Bombay Government, and my karkoon signified my assent. I beg, however, to observe that as the arbitrators consist of four members, selected by the contending parties, it is evident justice cannot be expected in the absence of a sirpunch. Thus, when Government directed a former Resident, the late Mr. Sutherland, to assemble a punchayet, I heard that Mr. Sutherland was to be sirpunch (umpire), and learnt as much from the gentleman's own lips. Hurree Bhugtee at that time interposed delays. I now solicit that you act as sirpunch, or should you not have leisure, that that duty be entrusted to Mr. Remington, judge at Surat, where my arbitrators and accredited agent

would

would attend, or else to Mr. Pringle, revenue commissioner, at whose camp my arbitrators and accredited agent would present themselves, or at any spot that might be fixed on. Government are aware that the appointment of a sirpunch is necessary to ensure justice; what Hurree Buktee insists on, that both Governments should form the sirpunch is inadmissible, for it is nowhere the custom to name two sirpunches. Hurree Buktee was the first to appeal to the Company's Government, and that Government has the right to see that justice is done, and to maintain an umpire.

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(True translation.)
(signed) *T. Ogilvy*,
Acting First Assistant Political Commissioner,
and Resident in Charge.

(O.)

No. 1905 of 1845.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *T. Ogilvy*, Esq., Assistant to the Political Commissioner for Guzerat, and Resident at Baroda in Charge.

Sir,

I am directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 30th ultimo, No. 107, reporting that arbitrators have at length been selected by Myral Bhugtee and Bheema Shunker Gungadhur Shastree, for deciding the pecuniary dispute existing between them, but that the former is unwilling that any final decision should be made, unless the Bombay and Guicowar Governments are declared joint umpires, and the latter unless the Bombay Government alone nominate an umpire.

2. In reply, I am desired to inform you, that this being a case in which the guarantee of the British Government is involved, his Highness the Guicowar should have no voice in selecting an umpire.

3. The most advisable plan, in the opinion of the Governor in Council, is to allow the punchayet to meet, and if they cannot settle the points at issue, for Government to decide the points at issue, or hereafter to appoint an umpire for that purpose.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 18 April 1845.

(P.)

Translation of *Nursoo Punt's* Report on the Dispute between Bheema Shunkur Shastree, and the Firm of Hurry Bhugty, regarding the Potdaree Firm, carried on in the Name of Meiral Bhugtee.

In this case the arbitrators appointed by both parties to assemble in punchayet passed two separate decisions, each in favour of the side to which they respectively belonged, the purport of both of which has been translated separately into English, as well as the questions and answers in the matter.

In this suit the parukh is the plaintiff, and on 14th of Chintr Shood, Sumwut 1883 (11 April A.D. 1827) he sued the defendant (the Shastree) for the recovery of the fourth share of 14,00,000 rupees, which was one-half of the total profits of the Potdaree firm, which the Guicowar Government had appropriated in the year Sumwut 1872 (A.D. 1816.)

The Shastree alleges that the Guicowar Government had no right to appropriate the half share of the profits, and that the money in question was not taken as a share, but as a remission, and that the parukh had given it without his (the Shastree's) consent, therefore why should he be called upon to pay his share of this amount?

Para. 1. In order to thoroughly understand this matter, there is a principal document, being a yad, dated Soorsun Suba Miateina Alif 1207, 17th Jillej, Sumvut 1863 (A.D. 1807) of four paras. from his Highness the Guicowar, concerning the potdaree, to Hurry Bhugtee, and which is guaranteed by the British Government. In the 2d para. of this yad it is stated that half the profits accruing from the potdaree should be yearly paid to his Highness, in an honest manner, according to the accounts made out. The parukh attaches this meaning to the above, that one-half of the profits on the potdaree alone should be paid to him.

It appears to me that it meant that one-half of the profits on the potdaree should be paid, and not one-half of the whole gains of the firm. In support of which appear the following principal proofs:

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The 2d para. of Major Walker's (who was here at that time, and had decided the matter) report, dated 10th March 1807, and also the report, dated 6th February 1816, sent in by the then Resident, Mr. Carnac, at the time of granting the remission. In the original yad of agreement, stating that 14,00,000 rupees were taken by his Highness on the 11th Rubeeul Akhir Soorsun, &c. 1218 (19 February 1818), the word "remission" is distinctly mentioned. Now, if this amount had been taken by his Highness as a share, what was then to have prevented the insertion of the words "half-share." The parukh was in the habit of taking 2 ½ per cent. from people on account of potdaree, but acknowledging to only two per cent., he used to pay (1) one per cent. to his Highness as the half-share. The remaining quarter per cent. still due to the Sircar was adjusted and paid up in Sumvut 1872 (A. D. 1815), and a yad was received from his Highness on this subject, dated 7th Mohrum, Soorsun Suba Miateina Alif 1215 (20 December 1814), which is distinctly stated, "half of the potdaree matter." From these four proofs, and an examination of the past and present management of the concern, it appears that his Highness was in the habit of taking a half share of the potdaree alone, and never appropriated the half of the whole profits of the firm.

Para. 2. The principal proof that the parukh has in the case is, that in the 2d para. (of the yad of agreement) the word (sumbundee) relating to, is written. The parukh and the shastree were in the habit of dividing the profits among themselves, regarding which there are account papers which were furnished on two occasions, on which an endorsement is written to the following effect: that "in the share of the business of the potdar of Shena, Khashkhel Shumsher Bahadoor, there are three partners;" this bears the signature of all the partners, including the shastree. The word "share" in the above, they say, refers to his Highness; but this has no connexion with him, because in dividing the profits of the concern, after deducting the half share of the potdaree business which appertains to his Highness, they were in the habit of sharing the remainder among themselves. If his Highness had a share in the whole profits of the firm, why did the parukh not at first deduct his share, and afterwards divide the remaining half among the partners? the division of the profits was entirely in the hands of the parukh. The parukh having no further proofs to adduce, his claim against the shastree cannot be substantiated.

Para. 3. If this matter be considered according to the rules in practice among soukars, then as the business transactions of his Highness were carried on in the name of the parukh, to whom Government guarantee had been given, the ownership rested with him. The shastree was at this time native agent, so, through favour of him, and to obtain his good will, he made him a private partner to the extent of one-fourth, and mutual agreements to this effect passed between them in the year*

* *S.I.O.*

Therefore that the remission granted to his Highness by the parukh should be entirely borne by the parukh, and that the sleeping partner should take his proportional share of the profits, and not be subject to the proportional share of the losses (remission), is contrary to all established rule. The shastree pleads, why was the remission granted without his consent, since they possessed the Government security. He (the shastree) being only a sleeping partner, and possessing no influence or power at that time with either Government, afforded no aid to the firm. The native agent who succeeded him, and the Resident whose duty it was to enforce the guarantee, were of opinion that the remission ought to be granted to his Highness, and they in this matter urged the plaintiff to do it, and he was under the necessity of making a settlement and recovering his money. The shastree was only a sleeping partner to the extent of one-fourth, but he had invested no money in the concern, and as the parukh carried on all transactions with his Highness, he, having no alternative, was obliged to pay down the amount of remission, consequently it is but fair that the sleeping partner, the shastree, should pay his share of it.

Para. 4. The justness or otherwise of this case ought to be decided on, after deliberate consideration of what follows. The total profits of this concern from Sumvut 1863 to the end of the year Sumvut 1874, comprising 12 years, amount to 54,40,251 rupees, from which a sum of 14,00,000 rupees was given to his Highness as a remission. Through fears of the shastree, and to gain his favour, he was admitted as a partner without being called upon to invest money in it; the funds belonged entirely to the parukh. After deducting the soukar's interest from the total profits, the proportional share of the balance thereof, viz.,† rupees was paid to the shastree, and it is quite clear that the large amount of remission which his Highness exacted from the parukh has been done from an estimate of the total amount of profits accruing to him (the parukh). Therefore if the whole amount of profits be divided by the amount of remission, it will show a remission of † rupees on every 100, according to which the remission on the share of † rupees profits paid to the shastree would amount to † rupees, which, it is but fair, he should refund to the paruck; it therefore appears to me that if any balance of the profits still remain due to the shastree, the above-mentioned remission should be deducted therefrom, and whatever balance may then appear in favour of either party should be adjusted with the mutual consent of both.

† *S.I.O.*

There is an estimate of the amount of this made out separately.

Para. 5. The interpretation given to the 2d para. of the original yad upon which the present claim is preferred, has been shown to be an incorrect one. The Government may, probably, be of opinion that it is now unnecessary, as is done in courts, to decide the case on on other grounds, but when mistakes occur, it is usual in all courts to admit supplementary suits.

If this case be decided upon the grounds advanced by the parukh in his original plaint, without a due consideration of the whole features of the affair, the dispute will never be brought to a termination, and by its continuing, it will lead eventually to the necessity of a re-investigation. Therefore the whole features of the proceedings ought to be borne in mind and a decision come to thereon.

As this mutual dispute has now been going on for a lengthened period, it would be advisable that it should be decided, that whoever is made out to be the debtor should pay the amount of principal only, not interest.

(True translation.)
(signed) *J. T. Jameson*, Assistant Commissioner.

To *W. E. Frere*, Esq., Commissioner.

Sir,

I HAVE just heard that the minister Bhaoo Tambeker met Soorujram last night, and have therefore reason to suspect that the witnesses (whose names were mentioned to you yesterday) are being tampered with; I shall consequently not require any of them, and beg you will not order them to attend.

My defence was ready, but I shall now have to alter the part about these witnesses.

I remain, &c.
31 July 1851. (signed) *Keshow Nursing*,
(for Nursoo Luxmon.)

To *W. E. Frere*, Esq., Commissioner.

Sir,

WHEN Hurreeya Khidmutgar was first examined on behalf of the prosecution, he deposed to the effect that he placed the money (as he brought it from Hurree Bugtee's shop) in the front room of an old empty house belonging to Baba Nafra, where an oratory has been made since. On inquiry, I learnt that the oratory was made on the spot, and the idol placed into it prior to the 12th May 1845. Accordingly, in my defence of the 31st ultimo I pointed out this fact as a proof of the falsity of Hurreeya's statement. Thereupon, on the 12th instant when Colonel Outram read his reply, he was examined again on the point. It is evident that the same witness being called upon to explain a discrepancy discovered in his former statement, would try to fabricate an explanation of some kind or other to reconcile his first false story, and Hurreeya did the same. He gave his explanation in a confused manner, and as I understood it, its purport was, that it was in the Koowawalla house in front of which the oratory has been built, that he placed the money; that though the idol was placed at that time, the work of building the oratory was going on; and that as this house, which was then separated from it by a road, was but subsequently joined with the oratory, he had stated before that an oratory was made there afterwards. I objected to this explanation, but as I had not inspected the spot before, you directed me to do so, and then to let you know if his statement was inconsistent with facts. Accordingly, on the 13th instant, I sent my son Keshowrow with carcoons to see the place, and the result of the inquiry they made there is as follows:

There is one koowawalla* house belonging to Baba situated in front of the oratory, and there is a public road between these two buildings, so they are in no way connected with each other. On the spot where the oratory now stands, there was an old dellah † house situated quite close by a well. This was rased to the ground in St. 1900 (A.D. 1844), when the work of building the oratory was commenced by laying the foundations of new walls on all sides, and the whole piece of ground with the well was included in it. After the surrounding walls and all the lower part of the building, as well as the roofs, were completed, the idol was placed there in about March 1845, when there was no Koowawalla empty house there belonging to Baba Nafra, separated by a road from the oratory, that was afterwards joined with it. It is true that the work of the oratory was going on for some time, even after the idol was placed in it, but that

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* Well.

† Cattle-shed.

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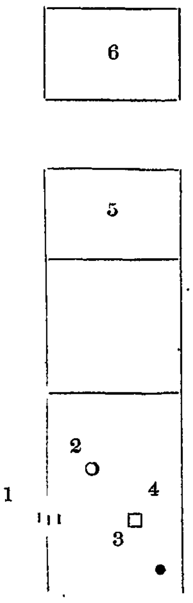
that was whatever had remained incomplete here and there inside the oratory, such as a portion of the wooden work of the upper story, &c.; but at the date of placing the idol nothing of the lower part of the building had remained unfinished.

I therefore most humbly beg that, before writing your opinion in this case, you will do me the favour to take the trouble of ascertaining, by a personal inspection of the spot, how far Hurreeya's explanation is consistent with truth.

Baroda, 15 August 1851.

I remain, &c.
(signed) *Nursoo Luximon.*

The Commissioner having gone to the spot, found the place much according to the annexed sketch, the whole from 5 to 3 being the temple.



1. The door to the street.
2. The well.
3. Anick.
4. The spot where the money is said to have been placed.
5. The Temple (oratory), where the idol is.
6. The house which Kepooram, who attended on his father's behalf, contended was the house referred to by Hurrea.

Some questions were then raised by Kepooram, who had got some of the labourers who built the place in attendance, to show that Hurrea's statement could not be true; but the Commissioner put an end to it by saying that he had not come to re-open the case and examine witnesses, but only satisfy himself whether on viewing the spot there was any reason to doubt Hurrea's deposition, and that he was satisfied.

(signed) *W. E. Frere,*
Assistant Commissioner.

16/ 8/ 1851.

To *W. E. Frere*, Esq., Commissioner.

Sir,

Charge IV.

As the memo. of accounts referred to in para. 4 of Exhibit (P.) has not been recorded, and as without it, it is probable that anyone who is not fully acquainted with the case may be led to view (P.) as tending to favour the cause of the Parukh, I beg (with your permission) to point out the following sums (in round numbers), for which blank spaces have originally been left in that paper.

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Total Profit, 54,40,251 :: Remissions, 14,00,000 :: 100 : 25.2.93·642701. *Rs. qrs. rays.*

	Rs.	*qrs.*	*rays.*
The amount of the net profit, to a fourth share of which the shastrees are entitled according to the terms of an unguaranteed mutual agreement*, dated in Sumvut 1865 (A.D. 1809), is about - - - - -	22,92,000	-	-
The rate of remissions granted to the Guicowar, is about rupees per cent, on the total amount of profits - - - -	25	2	93·642701
Shastree's share of the profit is about - - - - - $\frac{22,92,000}{4}$	5,73,000	-	-
The portion of the remissions for which the shastrees should give credit to the paruck (as suggested in para. 4 of P.) would therefore be in the following proportion:— 100 : 25.2.93·642701 : : 5,73,000 or in other words, 54,40,251 : 14,00,000 : : 5,73,000	1,47,400	-	-

† Mentioned in 3d para. of (P.) where the space for filling in its date is left blank.

2. When it is borne in mind that the parukh's demand against the shastrees is 3,50,000 rupees, being a fourth share of the whole amount of remissions, (14,00,000 rupees), it will clearly appear that a decision on the principle suggested by me would have, as shown above, reduced the complainant's demand by upwards of (2) two lacs of rupees; and thus not only would the defendant's counter claims have absorbed the whole of the parukh's claims, but it would have left the latter still a debtor to the shastrees for a pretty good amount.

Vide 1st para. of (P.)

3. In the first part of (P.), I have distinctly stated all the grounds for rejecting the plea on which the parukh has founded his claim; and thus far no one can question that it is entirely in favour of the shastrees; but this point had, as it were, been already determined by Government,† who did not require the punchayut to discuss and pass a decision thereon. And as from the correspondence‡ bearing on the subject, the object of placing the dispute into the hands of a punchayut appeared to be to take into consideration the custom and usages in such cases, I have given therein the further impartial view of the subject also.

Baroda, 20 August 1851.

I remain, &c.
(signed) *Nursoo Luximon.*

P.S.—In order that what is stated above in the 1st para. may be clearl understood, I beg to annex an extract from the 4th para. of (P.), with the blanl places filled up in round numbers.

(signed) *Nursoo Luximon.*

† *Vide* Government's reply to Sir R. K. Arbuthnot's Report.

‡ Mr. Remington's Report, &c. &c.

EXTRACT from the 4th Para. of Exhibit (P.)

TRANSLATION of an Extract from the 4th Para. of the Summary drawn up by Nurso Luxoomun, regarding the Dispute between Meiral Bhugtee and the Shastree, concernin certain Money Claims of the Potdarce Firm.

THROUGH fear of the Shastree, and to gain his favour, he was admitted as a partner i the concern, without being called upon to invest money in it; the funds belonged entirel to the parukh. After deducting the Sowkar's interest from the total profits, the propor tional share of the balance thereof, viz., 22,92,000 rupees, was paid to the Shastree; and i is quite clear that the large amount of remission which his Highness exacted from th parukh was done after estimating the total amount of profits accruing to him. Therefore if the whole amount of profit be divided by the amount of remission, it will show a remis sion of *Rs.* 25. 8. 93. on every hundred, according to which the remission on the share o profit, *i.e.*, 5,73,000 rupees, paid to the Shastree, would amount to 1,47,400 rupees, whicl he should refund to the parukh.

(True translation.)
(signed) *J. T. Jameson,* Assistant Commissioner.

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No. 608 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

WITH reference to Nursoo Luxmon's letter to your address, dated 20th ultimo, of which you have favoured me with a copy, I have the honour to enclose a letter to my address from the Residency Accountant, whom I requested to report on Nursoo's communication.

2. Being myself ignorant of native accounts, I thought it well to refer the matter to Cowasjee, whose professional attainments are, I believe, of a high order.

3. Should, however, you consider that this explanation does not neutralize Nursoo Punt's representations as to the nature of the report made on the Shastrie's accounts, I have the honour to request that you will, in justice to the prosecution, refer the two discrepant representations to the arbitration of bankers of eminence of some city under the Government of India, or that of the North West Provinces; for I deem it of importance that the referees should be thoroughly removed from the influence of Nursoo Punt, which I believe to extend directly or indirectly over the whole Sowcar community of the Bombay Presidency; and though I regard the evidence on the charge as sufficiently complete, without being able to prove that the money was given for the precise case on account of which it was supposed to have been given, still I should wish that no point of confirmatory testimony should be omitted.

I have, &c.
(signed) *J. Outram*,
Resident.

Baroda Residency, 15 September 1851.

To Colonel *James Outram*, C. B., Resident, Baroda.

Honoured Sir,

IN accordance with your order, I have carefully studied Nursoo Punt's letter to Mr. Frere's address of the 20th ultimo, and the accompanying translated extract of the 4th para. of his summary; and I beg to observe that the Exhibit (P.), written in Marrathee, which was brought and explained to me by the carkoons, does not appear to have been drawn up by him so explicitly as he now states in the 3d para. of his letter, wherein he writes, "In the first part of (P.) I have distinctly stated all the grounds for rejecting the plea on which the parukh has founded his claim." But it is not so. In fact the paper (P.) is very ambiguously written. Yet in its 3d para. he gives as his opinion that, "according to Sowkaree custom, the sub-partner (he means the Shastree) ought to give a proper share of the remission, because it is not proper that the sub-sharer, enjoying a share of the profit, should refuse to pay his share of the remission," which amounts to 3,50,000 rupees, for which he has left a blank space.

In the 2d para. of his present letter, he states, that "when it is to be borne in mind that the parukh's demand against the shastrees is 3,50,000 rupees, being a fourth share of the whole amount of remissions (*Rs.* 14,00,000), it will clearly appear that a decision on the principle suggested by me would have, as shown above, reduced the complainant's demand by upwards of two lacs of rupees; and thus not only would the defendant's counter-claims have absorbed the whole of the parukh's claim, but it would have left the latter still a debtor to the shastrees for a pretty good amount." In proof of this assertion he reduces the parukh's claim from *Rs.* 3,50,000 to *Rs.* 1,47,000 by making a very odd calculation; *i.e.*, by dividing the amount of remission (*Rs.* 14,00,000) by the gross amount (*Rs.* 54,40,251) thus, 54,40,251 : 100 :: 14,00,000. But here another question arises, and that is, can a person, having any little notion of accounts, think for a moment that the total amount credited to "profit and loss account" is the whole profit? The answer will, of course, be in the negative; because nobody can deny that the expense, interest, loss, remission, and, in short, all the payments and items of debit side, ought to be deducted therefrom, and then the remainder can alone be called the net profit. Now, then, upon what ground and principle does Nursoo Punt reckon in his calculation the gross amount as a profit? I am at a loss to conceive.

More so because in another place he himself admits that the net profits amount to 22,92,000 rupees; whereas in his calculation he takes 54,40,251 as a profit, which produces a quotient of *Rs.* 25. 8. and some decimals per cent., at which rate the shastree's share of remission he makes to be 1,47,400. But if, in conformity with the general rules in use, the net profit (*Rs.* 22,92,438. 9. 6.) is calculated, even according to his own mode of calculation, the per-centage would come to 6,10,703 rupees, which would make up the shastree's share

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share of remission to exactly the same as the proper and simple mode of calculation would bring it to; viz., 3,50,000 rupees, as follows:—

Profit.				Remission.		Answer.
22,92,438. 9. 6	:	100	: :	14,00,000	:	6,10,703.

Per-centage.			Shastree's Share.		
100 : 6,10,703	: :	5,73,109·645=3,49,999	12	6
Difference of fraction - - -				3	6
		3,50,000	–	–

The simple rule of finding out this is: Divide the remission (14,00,000) by 4, and the quotient (3,50,000) will be the answer corresponding with that of the above work.

I remain, &c.
(signed) *Cowesjee Hormusjee*,
Head Accountant.

Baroda Residency, 14 September 1851.

LIST of WITNESSES and DOCUMENTS in support of the Fourth Charge.

Witnesses present at the finding of the Original Memorandum of 20,000 Rupe

1. Sooruzram, Native Agent, Baroda Residency.
2. Ballajee Runchore, Captain Fulljames' Sheristedar, Ahmedabad.
3. Sumbhooram Khosshall, Kutwall, Baroda.
4. Hurry Appajee, Resident Carkoon.
5. Heerrachund Heerrabhaee, ditto.
6. Tricumlall Bappoo Lall, ditto.
7. Wisswanath Gopal, ditto.
8. Succaram Mookun, Carkoon under Captain Wallace.
9. Lulloo Bhugwan, Gomashta of Hurree Bhugtee's Firm.
10. Bhugwan Bhawanee, ditto.
11. Bhyejee Ghela, ditto.
12. Echaram Wunarsee, ditto.
13. Runchore Nuthoo, Goomashta of Baba Nafra.

Supposed Writer of the Memorandum of 20,000 Rupees, Bulvunt Row Nafra.

DOCUMENTS.

14. Papers in Bulvunt Row's handwriting, compared with the memorandum.

Copies of five Papers made by Bulvunt Row Nafra in my presence, for the purpose of comparing with the memorandum.

Witnesses who pronounced the writing of the Memorandum to be that of Bulvunt Row:

1. Ballajee Phursram, Goomashta of Gopal Row Myral.
2. Ramchunder Junarjun, Resident in Baroda.
3. Ramchunder Gopal, Resident in Baroda.
4. Byajee Vajnath, Resident in Baroda.

Witnesses to the Payment of 20,000 Rupees:

1. Khidmutghar Hurrya Baechund, servant of the firm of Hurree Bhugtee.
2. Cooly Purshotum Koobair, ditto.
3. Damodhur Doolubh, Goomashta, ditto.
4. Bappojee Koobair, ditto.

Documents.

Eight Depositions; viz., two by each of the above four witnesses.
Eight Extracts from the Chopras of the Hurree Bhugtee Firm.

(signed) *J. Outram*, Resident.

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FOURTH CHARGE.

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WITNESS'S NAME.	PAGE.	WITNESS'S NAME.	PAGE.
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Baeeajee Wagjnath - - -	1450	Wittul Kundurow - - -	1454
Ramchunder Junardhun - -	1450	Bapoojee Kooberdass - -	1455
Ballajee Parushram - - -	1451	Shumbooram - - - -	1456
Bulwuntrow Venkutrow - -	1451	Succaram Mookund - - -	1456
Hurree Baeechund - - -	1451	Wamunrow Venkutesh, *alias* Baba Nafra - - - -	1457 1462
Purshotum Bechur - - -	1452	Bugwan Bowaneedas - -	1459
Ballajee Runchore - - -	1452	Hurreea Baeechund - - -	1463

Baroda, 21 October 1851.

(signed) *W. E. Frere,*
Special Commissioner.

PROCEEDINGS.

Tuesday, 8 July 1851.

THE Commissioner proceeds with the Fourth Charge.

The prosecutor having addressed the Commissioner in explanation of the charge;

The prosecutor then proceeds to exhibit his evidence, and gives in a memorandum of the receipt and payment of 20,000 rupees, which is recorded (A.)

Soorujram Gungaram is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Soorujram Gunyaram.

THE paper (A.) is one that was found in the Residency, on the 31st July 1850, among some papers of Baba Nafra's, which were brought here about 24th or 25th. It was Sucaram Mookun, a carkoon on the Sadra establishment, who found it. Shumbooram, I, and Hurree Bucktee's goomashtas, Icharam Bugwan, and Banju; and, on Baba Nafra's behalf, there was Runchor, and Lulloo, who brought the papers. I recollect this; they were brought from Baba's house. The Resident sent a letter to the Durbar, about the 23d, to attach Baba's papers. Shumbooram sent privately at night to tell me they had been attached, and to know whether he should take them to the Residency or Durbar. I then went to the Resident and informed him, and he desired me to go to his Highness, and tell him to have the papers secured now, and sent the first thing in the morning to the Residency. I went and informed the Guicowar, and he said it was raining, and they could not be brought then, but that he would send a jasoos to take charge of them in Baba's house. The Resident then sent for me at gun-fire, and told me to take a cart and go and fetch these papers; so I went to the palace. His Highness then sent a jasoos, and Govindrow Roria Vakeel went with me to the house. Shumbooram and Captain Fulljames' sheristedar went with me, and we put the bundles into the cart. I then went with Captain Fulljames' sheristedar, Ballajee, and a son of Baba Nafra's, to see that nothing was concealed in the house. Shumbooram went with us. We went to the third story, and there found a closet with a lock on it, which Ballajee desired them to open. The Brahmin of Baba Nafra, who was there to open the locks, said, there was no key to it, and that there was nothing in it; so Ballajee

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Ballajee desired them to bring a blacksmith, and open it; and one being sent for, the Brahmin said he would search for the key, and went below and returned with it, and opened the door. The rain was coming in, and some of the bundles were wetted, but 14 were taken out, and we took them below. There had been 42 bundles put into the cart before, and these 14 were added. Baba Nafra refused to send his son, though I told him to do so, and we then took the bundles to the Residency; and the Resident, when we came here, told us to take them and put them in charge of the guard in the lock-up there; and the Resident after that desired Shumbooram to come next day with the goomashtas, and the papers would be examined after they came. Next day, 10 bundles were brought with a guard from the lock-up, and Shumbooram, I, Wishwanath, Ballajee, Hurachund, Tukanlall, Sucaram, and four of Hurree Bucktee's goomashtas, as mentioned above, and Runchoo, Baba Nafra's goomashta, and one or two others I do not recollect, sat to examine them. The Guzerattee papers were given to me and others, and the Marathee to Shumbooram and Succaram, to examine. We sat in the Resident's office, in the window, and the dufters were between us and the table; the Resident was sitting at the table. Thus we examined them every day, sometimes examining 10, sometimes eight or 12; but when we had examined one, we put a note upon it. On the 31st we examined some nine or 10 bundles; they were of the 14 bundles; we began them on the 30th. Succaram found this paper, and gave it to Shumbooram, who read it out to all the people. Colonel Outram was then outside with Bhow Tambeekur, and Shumbooram took it out to show to Colonel Outram. I got up, and was looking on, and saw Shumbooram read it to Colonel Outram, and he handed it to Bhow, and then put a mark upon it, and returned it to Shumbooram. Hurree Bucktee's goomashta and Shumbooram or his sepoys were present, and took the dufturs to the guard and gave them over, and then returning, the people were dismissed in the evening. Baba Nafra's goomashta was with them. Shumbooram placed the Exhibit (A.) on the Resident's table, after he had marked it. At that time the only attempt to ascertain who wrote it was by asking the people, and Shumbooram recognised it, but I do not recollect that any others did. Bulwuntrao was sent for, and he denied the handwriting, but it was compared with some acknowledged writing of his, and he was set to copy it, which he did in a feigned hand. A jury was then summoned, but they disagreed, and the Resident sent them to his Highness, when some denied the handwriting, but one or two recognised it. This paper was found in a bundle of one year's accounts only, it appeared to be an old bundle: it was knotted as usual. The account-books were examined, and this item of 20,000 rupees was found in the blank entries. It was on the third or fourth day after this memorandum was found, that the entry of it was found in the books; the books at that time were under the guard at the Residency; they had been there about a month; they had been seized on account of the inquiry into Jooteeabhaee's child's case. Baba Nafra, when I went to his house in the morning for his books, was at worship with his son; the item of 20,000 rupees was entered in the books as "by Hurree Kidmutgur." The Resident took his deposition; it was on the fourth day or so after the document was discovered. Two goomashtas and a labourer were examined upon his statement. I did not see Baba Nafra examining his papers after the order was sent from here to seize them.

Cross-examined by the Accused.

The dufters were loose in the room; there was a person on one side, and the dufters were placed on the other, and a guard inside. The day the memorandum was found, only those whose names I have specified above were present. Shumbooram was sitting between me and Sucaram when he found this paper. I was not reading anything at that time. Sucaram had his face turned towards Shumbooram and me, and we had our faces at right angles to his. I do not recollect what the other papers found in that bundle were about; we made no list of them. I examined the books before the memorandum was discovered, and saw this item of 20,000 rupees in them. I do not know how long or how often it was that I saw it before the memorandum was discovered; most probably Hurachund and Balajee also saw it, as he was often examining the books. I do not know the colour of the cloth, but the bundle in which this was found was

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was about two or three seers weight. I first saw this memorandum when Succaram had put down the former paper, and was taking this one up. The bundle was only searched once, and this paper was found after about 30 or 40 papers had been examined.

By the *Commissioner*.] Sucaram's hands were open when he put them down to take up this paper; the paper was laid open in the duftur. I have never heard any people's names in Baroda who can imitate handwriting.

[The witness, admitting the above, withdraws.

Hurree Appajee is called in, and, having had the Affirmation administered to him, is examined by the Prosecutor.

Hurree Appajee.

I know where the paper (A.) was found; it was in the hall here, while they were examining Baba Nafra's dufturs. I came here at four o'clock with papers for the Resident's signature, and the Minister had come, and the Resident went into the next room, and I sat there, and Sucaram then found this paper in a bundle he was examining; he showed it to Shumbooram, and then to me and to others, and then took it to the Resident. It was Shumbooram took it to the Resident. I was sitting two cubits from Sucaram; I could see the duftur he was examining. I saw the paper taken out of the bundle; the paper was lying flat and open in it. Shumbooram was sitting on a chair on one side of Succaram. Succaram was sitting between Soorujram and Shumbooram, and I was sitting in front of them. Soorujram and Succaram were not facing one another, but aside; they were about four cubits apart.

Cross-examined by the Accused.

I do not recollect whether the bundle was tied or not; the papers were taken out loose. I do not recollect whether the others were in bundles or loose. Soorujram and Shumbooram had their eyes on the other carkoons who were searching.

Re-examined by the Prosecutor.

The bundle was open when I came into the room.

By the *Commissioner*.] I had my fixed sight on the bundle when this paper was taken out. If Succaram had put this paper in, and then taken it out, I must have seen it.

[The witness, admitting the above, withdraws.

Baeeajee Wagjnath is called in, and, the Affirmation having been administered to him, he is examined by the Prosecutor.

Baeeajee Wagjnath.

I never knew Bulwuntrow's handwriting before it was shown to me the other day. I was shown some papers which were in his handwriting, and recognised them on comparison, except that there was a difference in the pens. I point out the Exhibit (A.) as the paper shown me on that day; the three documents which I now show out of 10, are in the same handwriting as (A.), but not written with the same pen; (two of these are papers Bulwuntrao wrote before the Commissioner this morning, in Case 5.)

Cross-examined by the Accused.

The handwriting is the same, though the letters may be different.

[The witness, admitting the above, withdraws.

Ramchunder Junardhun is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Ramchunder Junardhun.

I know Balwuntrao Nafra's handwriting, as shown to me here, in last Falgoon (March); of the 10 papers now shown me, seven among them appears to be in the same handwriting, Exhibit (A.) being among them, and only one other recognised by the last witness); I cannot, however, see well, as my eyes are weak.

[The accused has no question to put, and the witness, admitting the above, withdraws.

Ballajee

Ballajee Parushram is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Ballajee Parushram.

I should know Bulwuntrow Nafra's handwriting if I saw it. It appears that all the 10 papers shown me are in Bulwuntrow's handwriting; there is some difference in the pen.

The accused does not wish to put any questions, and the witness admitting the above, withdraws.

Bulwuntrow Venkutrow is recalled, and examined by the Prosecutor.

Bulwuntrow Venkutrow.

Nine of the 10 papers now shown me are in my handwriting, the 10th (A.) is not.

The accused has no questions to put, and the witness admitting the above, withdraws.

Hurreea Baeechund is called in, the Affirmation administered to him, and examined by the Prosecutor.

Hurreea Baeechund.

I received about six years ago 20,000 rupees from Bappoojee and Dhamodhur, at Baba Nafra's desire. I took the money to Baba Nafra's house, and there Asaram's cart came, and then Asaram, and I took the money to Nursoo Punt Tatia's house. I did not take the money alone. I took it at twice alone, and four times with a labourer. I took 4,000 rupees alone, 2,000 each time; the labourer took four and I took four, in all eight; they were four tozas (bags) of 2,000 each. It was about twilight that I received the money from the goomashta. It was dark; they gave me the money in the shop; in Samul Bucktee's shop. I took the money to Baba Nafra's house; it is about as far from the shop as from this to the tank (about 600 yards). It was about (9 o'clock) a watch of the night, by the time we had taken all the money to Baba Nafra's. We took the money to Nursoo Punt's house, opposite the Kaka Havelie. It is about as far as from this to the Camp Bazar (about half a mile). It was at about a watch and a half of the night (10 ½) that we got to Nursoo Punt's. I went as far as Nursoo Punt's gate. I took the money out of the cart and gave it to Asaram's cartman, and then the cartman came back, and we took the cart home. I did not see Nursoo Punt. I did not go into his house. The gate will be 8 or 10 cubits from Nursoo Punt's house.

Cross-examined by the Accused.

I knew you before. From having business of the Shet's I know you. I never came to you about the Shet's business, but I certainly know you. I have seen you come to our house, and know you. I do not recollect whether I ever saw you during the Shet's lifetime. It was after the Shet's death, I do not know how many years ago, that you came to our house. It was in the month of Vysak that I received the money; I do not know what day. I do not recollect whether it was a dark or moonlight night. Why should I not remember; it was in Wysek, and forget what night it was. I put the money in the room in front of the old house; they have now made an oratory of the place; the oratory has been made since. I cannot tell how many years after; Baba was standing there at the time; the house was empty. It was about 10 minutes after I took the money there, that Asaram came. The cartman came alone with him. I do not know the cartman's name. It was a box cart, with tilt over it. I do not know whether it was the one in which Asaram always drives. There was no torch-bearer with us. I came to your house through the gowan's gate. I went in front of Dewan's house. I do not recollect meeting any one on the road; I do not know your house; I remained at a distance. I do not recollect in which direction the gate was; I never came to your house before. I came at Asaram and Baba's desire. I know you were living in Kaka's house at that time. I know it from Asaram's telling me so. I came with Asaram, because the Baba sent me. I am only a servant; I do not recollect whether coming from the Baba's house to your's you passed the Shet's shop or not. I mean a cart where you put the things under the seat, by a box cart.

By the *Commissioner.*] I, Asaram, and the cartman, went to Nursoo Punt's;

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Asaram took the money, and gave it to the cartman; I do not recollect whether Asaram went into the house or not. Asaram is dead; Purshotum was the labourer who carried the money with me, is now present.

[The witness, admitting the above, withdraws.

Purshotum Bechur is called, and the Affirmation administered to him, and he is examined by the Prosecutor.

Purshotum Bechur.

I know Hurree Bucktee's Kitmutgur, Hurrea, for he took me twice as labourer. It was about 5, 5 ¼, or 5 ½ years ago; he took me to carry bags of rupees. I carried four bags; I took them at twice; I took them from Bechurbhaee's house to Baba Sahib's house, and after that I went home. It was not by daylight, it was about an hour and a quarter after nightfall; I never did any labour for them before or since. Hurrea called me as I was going home, so I went.

Cross-examined by the Accused.

I do not recollect what season of the year it was; it was a dark night; we put the money into the front house; I did not see the Baba at that time.

By the *Commissioner*.] I am a labourer; I have been a servant for the last five or six months, and before that lived by labour. My father was a servant in Hurree Bucktee's. My father died three years or so ago, and since then I have been in Hurree Bucktee's service.

[The witness, admitting the above, withdraws.

The inquiry is adjourned till Thursday the 10th, at 11 o'clock, to-morrow being a holiday at Baroda.

(signed) *W. E. Frere.*

Thursday, 10 July 1851.

Resumed proceedings from adjournment of the 8th.

The prosecutor and accused are in attendance.

The Commissioner continues to record the evidence for the prosecution.

Ballajee Runchore is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Ballajee Runchore.

I saw Exhibit (A.) first in the Residency here, about the 31st July, in last year. Some dufters had been brought from Baba Nafra's, and Soorujram and Shumbooram were sitting there, and I, Heerachund Wishwanath Sucaram and another, whose name I do not recollect, were examining them. I now recollect his name was Fuheealal; Hurree Bucktee's gomashtas and Baba Nafra's were there; I was looking at one duftur, and about four in the evening Sucaram said that a memorandum of Nursoo Punt's had been found, and all looked at it, and those who could read Marathee read it; Sucuram gave it to Shumbooram, who took it and read it to the Resident. Soorujram had told me and Heerachund to keep our eyes on the others, so I was doing my own business, and also seeing what Sucaram did. Wishwanath and Sucaram were sitting on Shumbooram's right, at right angles to him; I and Heeralal on his left, and between him and Soorujram; Shumbooram and Soorujram were I think on chairs, and the rest were sitting on the ground. Sucaram said, "a paper about Nursoo Punt," and then all looked towards him, and he took it in his hand. I do not recollect whether Shumbooram made any remark as to whose handwriting it was in. I went to fetch the bundles from Baba Nafra's, and so I know they came from thence. It appeared when Sucaram opened the bundle, as if it had been tied up for a long time. Soorujram and I only went from this to fetch the bundles, but Shumbooram and his goomashta, and Hurry Bucktee's goomashtas, brought them here with us. There was one of Baba Nafra's goomashtas with us; his name was I think Runchor, but I am not certain. The bundles were not opened between Baba Nafra's and their being put under the guard here; had they been so, I must have seen them. I do not recollect whether at the time the memorandum was discovered, any opinion was expressed about the handwriting.

Cross-

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Cross-examined by the Accused.

The bundle from which the paper was taken would be about three or four seers weight. The cloth cover was a piece of kadee, very old and dirty. When the dufturs had been brought from the guard-room, Shumbooram or Soorujram, sometimes one and sometimes the other, told the carkoons to take bundles, and they took them from the heap; I cannot read and write Marathee.

By the *Commissioner*.] When I heard Sucaram say that the paper was Nursoo Punt's, I looked at him. The paper was in the bundle when I looked, and after I looked, he took it up; I went with the dufturs to the guard-room; I did not see any prisoner in the guard-room. Some of the dufturs had been placed ready for us at Baba Nafra's, but some, about 14, were concealed in an upper story, and Shumbooram and I went up and found them. They were on the third story in a small room, in which oils and pickles and such things were kept; the room was locked. I suspected something, by seeing the Brahmin who was with us looking at the room door, and spoke to Shumbooram, and he told him to open it, he said there was nothing in it; we then said that it must be opened, and he asked for the key, which the Brahmin said was lost; he then said a blacksmith must be sent for, and the Brahmin then went and found the key and opened the door; the bundle in which Sucaram found the paper was one of these 14 or 15 that was brought from above. I left this with Soorujram, but preceded him in arriving at the Baba's; Soorujram said he had some business with his Highness, and sent me to the Baba's. I found Shumbooram and Baba, and eight or ten men there. The Baba was telling his beads, and the others sitting round him, with the dufturs at a little distance; the dufturs appeared to be closed; some books and other miscellaneous ones were open (a bundle is brought in, and he shows the manner in which Sucaram was examining the papers).

[The witness, having admitted the above, withdraws.

Soorujram Gungaram is recalled, and the Affirmation administered to him, and he is examined by the Commissioner.

Soorujram Gungaram.

The prisoner in the guard-room, when the dufturs were put in there, was a fukeer, by name Gureebsah, on a charge of jhunjjee; he was imprisoned on the 8th July, and made over to the Rewah Kaunta authorities on the 24th September; I do not know whether he could read and write, but he was lying there very ill of fever, and lame.

[The witness, admitting the above, withdraws.

Wishwunath Gopal is called in, and the Affirmation having been administered to him, he is examined by the Accused, the Prosecutor not wishing to put any questions to him.

Wishwunath Gopal.

I saw the Exhibit (A.) first on the 31st of July 1850; I saw it in Baba Nafra's duftur; it had been brought here to be examined, and I was employed upon the examination. I was not employed in examining that duftur, it was Sucaram who found the paper. I was examining another duftur at the time; I was sitting next to Sucaram; I saw the paper first in Shumbooram's hands; Sucaram took the paper out and gave it to him, and it was shown all round. When he gave it to Shumbooram, he said, "Look, see what this memorandum is about." He did not say, that I heard, what the paper was about, he gave it to Shumbooram, and asked him. I have been employed here since last August, I was before that Bhow Shastree's servant.

By the *Commissioner*.] I do not recollect that Sucaram said what the paper was about; Sucaram was reading the paper, and asked him what occasion there was for his reading it; he then said it is of importance to see it, the papers were brought for examination, and I examined them, and then he gave the paper into Shumbooram's hand, and gave me no answer.

[The witness, admitting the above, withdraws.

Dhamodhur Dhoolubh is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Dhamodhur Doolubh.

This witness having, when he obtained leave on the evening of the 8th not to appear yesterday, promised to attend at 10 o'clock to-day, but the Commissioner had

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had to wait until past two o'clock for his attendance. As this is not the first occasion on which the Commissioner has been kept waiting for witnesses, and as the delay most materially impedes the progress of the inquiry, the Commissioner determines to make an example of the witness, and to request the Resident, as he is a man of substance, to call upon his Highness's Durbar to fine the witness 10 rupees for each hour he has detained the Commissioner, in all (40) forty rupees, which he trusts will prevent the necessity of his ever having to complain of unpunctuality again.

About six years ago I gave Hurreea Kidmutgur 20,000 rupees. The Baba had come to the shop, and was sitting on the Dewan Khana (place of business), and called for me and Bappoojee, the cashier, and told us to give 20,000 rupees to Hurreea, and Bappoojee took the money out and gave it to Hurreea. It was in the evening about nightfall, and Hurreea took it away; I asked Bappoojee some three or four days after, how the money was expended. I have entered the money in the ledger to the blank account. I produce the account with the entry, it is in Sumbut 1901; I also produce the book from which I took it. It is the monthly account (awra); the item there was written by Hurreelal; Hurreelal is not come here; he is a goomashta under me. Hurreelal writes these from a paper which I produce, and that paper Bappoojee writes. The only item in this ledger to blank account is this one; the item is entered on Vysak Sood 6th (May). I never asked Baba about the item; the Shet died a couple of months after, and Baba became authority, and what occasion was there to ask him? I do not recollect having told Colonel Outram that I inquired from Baba. It is my signature on the paper now shown me; it is my deposition, and that is true; what I have stated in the deposition, that when I asked Baba Nafra about it, he told me to write as Bappoo told me, is true; the meaning of entries to blank account is, that the money paid is not to be recovered. Bribes are entered in the blank account; I only know from what Bappoojee told me why the bribe was paid. I knew Asharam; he was a Banian, and Nursoo Punt is a Brahmin; they were no relations, but friends. There was some dispute between Hurree Bucktee's firm and the Shastree's (Gungadhur's sons), about dealings; but the amount I do not know; it was referred to arbitration, and is not yet settled; Asaram was one of the arbitrators. Neither the Shet nor Shettanees gave me any order about taking out these 20,000 rupees; only Baba Nafra. I do not know Bulwuntrow's handwriting; I do not know that he was Baba Nafra's confidential clerk.

Cross-examined by the Accused.

The Shet died in Badrupid Sood 2d, 1901. The Shet knows, I do not, whether there are any other blank entries, either before or after this. I am the mooneem of Samul Bucktee; at that time Baba was authority, so I know nothing of the blank entries; he did. During the Shet's lifetime he gave his orders to Baba, and Baba to me. Baba knows whether Gopal Myral has a share in the Shastree's dispute or not. I do not know anything about Myral Bucktee's firm. If orders had been given to enter sums paid on account of the Shastree's dispute to Myral Bucktee's account, it would have been done, Baba knows.

By the *Commissioner*.] Baba sent Bulwuntrao to Ahmedabad as his agent; it was in 88 or 89; it was something about Babajee Row and Bulwunt Row, Guicowar.

[The witness, admitting the above, withdraws.

The above paper of accounts and deposition are recorded, (B.) (C.)

Wittul Kundurow, alias *Bhow Sahib*, is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Wittul Kundurow.

I have seen the Exhibit (A.) about a year ago; I was sitting with the Resident, and Shumbooram brought this paper in and showed it to him; the Durbar questioned Baba Nafra about the paper; I do not know in whose handwriting the paper is. I do not recollect any memorandum coming to the Durbar from the Residency to attach Baba Nafra's books; I do not recollect having given any opinion about the memorandum when it was first shown to me. I know Bulwuntrao. Nafra, Asharam and Nursoo Punt were friends, I know. I do not know through whose interest Asharam got an appointment

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under the Durbar; I do not know what duties he had to perform; he was formerly in the Kurree purgunna, and after that in the Hoozoor; his pay was 200 rupees per mensem; his situation was, at his death, continued to his son; though I was minister at that time, I did not know all that was going on, so I do not know under whose influence the appointment was made; I do not recollect having told you about it.

The appointment was continued to the son till within the last four or five months. Asharam was an arbitrator in the Shastree's case; he was a great friend of Baba Nafra's; I do not know what was in their hearts, but his friendship with Nursoo Punt began to be the same as with Baba. On seeing the memoranda sent to the Durbar, I recollect the books were sent for; I think the books were sent immediately on the receipt of the memoranda; there was no delay in the Durbar. The Shettanee objected, and Soorujram came once to me about these books after the memorandum was received.

Cross-examined by the Accused.

I do not know when you came into the Residency office; Asharam was a servant in Hurree before you came here, but I do not know whether he was in the Durbar; I do not recollect when he came from Hurree. It is the custom of his Highness when a servant dies to continue some nemnook to his son; I do not know whether the son got the whole of the former pay, or only a share of it; I do not recollect what was the salary of his son when the service was stopped. Asharam was first brought here in Mr. Sutherland's time, when the Pitlard purgunna was attached; I do not know that when the attachment was raised Asharam and his Highness became great friends.

[The witness, admitting the above, withdraws.

Bappoojee Kooberdass is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Bappoojee Kooberdass.

(B.) is in my handwriting. Baba called to me and told me to pay 20,000 rupees to Hurrea, which I did; I do not know what it was about, but I afterwards asked him to what account it was to be debited, and he said to the blank account, but that it was to be paid to Nursew Punt Tatia; I gave the money to Hurrea, to no one else. The Shet told me that what Baba did was right, and signed the memorandum. I never spoke to the Shetanees. I do not know why it was to be given to Nursoo Punt; I never said that it was on account of Gungadhur Shastree's business; I said the business was going on then, that is all I know. My signature is on the paper shown me; it is a deposition; what I have stated there is correct. I did not recollect when I deposed above. The blank account contains money spent in bribes, or that kind.

Cross-examined by Accused.

I do not recollect, but there may be similar entries both before and after this one; the Shet never told me, that I can recollect, what the entries were about, nor did Baba. I never knew the Shet to take money for himself and enter it in the blank account. Both the Shet and Baba gave orders about the payments. Myral Bucktee has an account with the firm; expenses on account of the arbitration were debited to that; Gopal Myral had a share in Myral Bucktee's account; Baba knows why this item was not entered to the arbitration account.

By the *Commissioner*.] Myral Bucktee's account with Gopal Myral is not carried on now; Myral Bucktee's account was closed before 75. The item in the accounts for 1901 is carried on in those of 1902; the balance is carried on because the account has not been settled; the item has been brought down as a balance due to 1906.

The witness, admitting the above, withdraws, and the prosecutor requesting to be allowed some time to produce the witness Succaram, whose attendance the Durbar have failed to procure, and without whom he does not wish to examine Shumbooram, the Commissioner agrees to his request, and adjourns his proceedings until Monday, unless either the above witness, or answers to the questions sent to Bombay should be received earlier.

On Monday, to proceed either with this case, or a new charge.

(signed) *W. E. Frere.*

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Saturday, 12 July 1851.

The Resident having informed the Commissioner that he had been advised that *Shumbooram,* one of the witnesses in this case, is so seriously ill that no hopes are entertained of his recovery, and requesting the Commissioner to take his deposition without delay.

The Commissioner, accompanied by the prosecutor and Vessowrow Nursoo, son of the accused, on his father's part, proceeds to the sick man's house, and there being satisfied that Shumbooram believes himself to be dying, does not administer an affirmation, but takes his statement as follows:

Examined by the Prosecutor.

Shumbooram.

The Exhibit (A.) is one that was found in Baba Nafra's concealed dufters; they were examining the dufters at the Residency, and I and Soorujram were sitting upon chairs, and the carkoon was examining the dufters, and this was found in them; it was a tall carkoon who found it, his name was Succaram; I was sitting on a chair and he was looking at them with me; the carkoon put the memorandum into my hands when he found it. The Exhibit is in Baba Nafra's handwriting; Sucaram had no time in which to introduce this paper, as soon as he saw it he gave it to me.

Cross-examined on behalf of the Accused.

When Bulwunt Row was copying papers at the Residency, I saw his handwriting, that is the only time. Sucaram, when he found the paper, only said, "Look at this." I had gone to Baba Nafra's and seized his bundles, and then Soorujram came there, and having heard from somebody, spoke of concealed dufters, and searching in a cupboard on the stairs, he found these wetted ones, which I call concealed; and it was in these concealed dufters, there were 14 or 15 of them, that the memorandum was found.

The witness, admitting the above, the Commissioner does not require his signature upon the Guzerattee deposition, which, for the greater security, the Commissioner took down and records, and the Commissioner withdraws.

(signed) *W. E. Frere.*

Friday, 25 July 1851.

The prosecutor informing the Commissioner that Succaram Mookun is in attendance, the inquiry into this case is resumed.

The prosecutor and accused are in attendance.

Succaram Mookund is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Succarum Mookund.

The document (A.) I first saw in the Resident's room here about a year ago; it was in a dufter; the dufter, I heard, was brought from Baba Nafra's. It was Soorujram gave me the dufter to examine in the Resident's presence; I was told to look at the dufter, and see if there were any useful papers in it. By "useful," I mean papers about giving bribes to any one, and I took this paper out of that bundle. The bundle was tied up with an old knot, and I looked at it, and am sure I did not put the paper in, or anybody else. The Resident remarked at my looking at the papers quickly, and I said "Yes," that I read them and saw them all. It was an old paper, and the bundle was tied up tight, and it came out clear; I should say the bundle had not been opened for a year or 18 months. There was a jury sat upon the handwriting, but they did not recognise it. Bulwuntrao Nafra was questioned about the handwriting, but he did not admit it; his handwriting was compared with the paper. Baba Nafra's accounts were examined in my presence; I did not examine them, but I saw some items in them; I saw this item of 20,000 rupees in them. It was before this paper (A.) was discovered that I saw the item in the books.

Cross-examined by the Accused.

I was asked by Soorujram, who is an acquaintance of mine, to examine these dufters. I had come to Baroda from Edur to see a friend; I was in the

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the Edur Raja's service, and was in hopes of obtaining service here. It was about 10 or 15 days after I came here that I was employed on this search; I came every day to examine the dufters. It was the second or third day of the search that I found this paper; it was a red bundle, and of more than a seer weight. There were other waste papers and miscellaneous papers in the bundle; I do not recollect of what year. The bundles that were opened one day were fully examined that day, not left half looked at. I am not certain whether the papers were of one or more years; they were miscellaneous papers. There were no other papers of receipt and payment like this in it; this was the only one of the kind I found. Sumbooram, Soorujram, and Wishwunath were sitting by me at the time. This was, I think, found after the memorandum in Lardkoovur's case; how many days, I cannot recollect. It was in Hurree Bucktee's accounts that I saw the item for 20,000 rupees, but which firm I cannot recollect; the papers and accounts are all Hurree Bucktee's, though these papers were seized at Baba Nafra's. I do not know whether the item of 20,000 rupees was in the books brought from Baba Nafra's, but it was in some of Hurree Bucktee's books. I did not go to Edur afterwards; I remained with my sick daughter. I am in nobody's service now; I am not in Gopal Myral's service; I was only temporarily employed in Kattyawar. When my work was done there, I left the service; there was no offence proved against me for which I was turned off. My last service was in Jinjuwara.

Re-examined by the Prosecutor.

There were several persons besides the three I have mentioned above present when I found the paper. Gopalrow Myral's carcoon came with me here. Nowsaree is in Gopal Myral's charge, and my daughter is there, so I was sent for, and came through him. Gopalrow held out hopes of service to me for some days before this paper was found; he then said he would not employ me. I came this day, just now, to Baroda. The horseman who brought me from Nowsaree took me to Gopalrow Myral's, and he sent me here. The carcoon took me to Tambekur Bhow Sahib, and told me to remain outside; he went in, and then brought me here. I have had no communication with any one else.

By the *Commissioner*.] It was because I saw Nursoo Punt's name on the paper that I kept it, and showed it to Shumbooram. The order was general to look for suspicious papers. Nursoo Punt's name was not mentioned. It was seeing the name made me inquire if the paper was of any use. I gave the paper either to Shumbooram or Wishwunath; they were sitting together.

[The witness, admitting the above, withdraws.

The prosecutor stating that this completes the evidence he has to offer, as he before stated that the other witnesses were not material. The more important having been examined, the Commissioner is of opinion that the evidence of Baba Nafra should be taken in the case, and therefore before closing the case for the prosecution requests the Resident will procure his attendance to-morrow; and the case is adjourned.

(signed) *W. E. Frere.*

Saturday, 26 July 1851.

RESUMED this case from yesterday.

The prosecutor and accused are in attendance.

The Commissioner informs the accused, which he omitted to do yesterday, that he intends to examine Baba Nafra, and wishes to know whether he has any objection, and requires the three days' notice.

The accused having no objection, the witness is called in.

Wamunrow Venkutesh, alias *Baba Nafra;* the Affirmation is administered to him, and he is examined by the Commissioner.

Wamunrow Venkutesh.

Damodhur Doolubh and Bappoo Koobeir, goomashtas of Hurree Bucktas; they have been employed for 10 or 15 years. I have from my birth, for 40 or 43 years,

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43 years, been in Hurree Bucktee's service; I never was in any other. I do not recollect having given Dhamodhur and Bappoo 20,000 rupees about six years ago, nor having told him to give that sum to Hurrea Kitmutgur. It was the custom of Samuldass' time, and also of the Shet's, when money was to be paid, for the Shet to give it: two or three did not know about it. I did not know of the payment of 20,000 rupees at the time; I was then in Government employ, not in his private service. I have been full agent since 1871; I made a mistake, I mean since 1901. It is six years ago; it was on the 1st Shravun Sood. I only told Bhow Sahib about this 20,000 rupees, the same that I have now said. I do not know who has the money, nor where it is gone; it was of his time, and he told nobody. The item is entered in the blank account; I have shown it to the authorities. The blank account is, if he had to give any sums in private without mentioning it to any one, it was entered in the blank account. If any money was to be given to any one; for instance, to one wife's father, and not to the other, or for service, they were entered in this account. Bribes were also entered in this account; they entered thousands of items there. Shewlall was formerly moonum of Hurree Bucktee's; he died about 1887 or 1888; I was moonum after he died. The Shet was then alive; I have been mooktear for seven years. The Shet also took care of the business before. I do not recollect how often they took my deposition in the Durbar about this business. I know my brother Balwuntrow's handwriting, but his hand shakes, so he does not write now, and my eyes have been weak for the last two or three months, so that I cannot see well. Three of the papers now shown me (among them is not (A.), are like my brother's handwriting, but I cannot say for certain that they are written by him; the others are not like. The dufturs which were found in the third story were only those about the Shastree's business, and I kept them up there; the other dufturs were in every place, but Shumbooram came and collected them. I do not know whose handwriting the totalling of (B.) is in. It has been customary not only in our house, but with all firms, to have blank accounts from the first. Private concealed items are only entered in the blank account, not in any other. Items of this kind might be in Bechur Samul's account; it is as the owner pleased; if he pleased it, they might be entered there. The owner does as he pleases; if he chooses he carries on the blank account to another year; there is no rule for concealed items. The oratory was built during the Shet's life, but I am not certain whether it was in 1900 or 1901; it was, I think, in 1900. The idol was placed there in Falgoon, I am certain.

[The witness, admitting the above, withdraws.

The case for the prosecution is now closed, and the accused requesting to be allowed until Thursday the 31st instant to prepare his answer, and the same being complied with, the case is adjourned until that day.

(signed) *W. E. Frere.*

Thursday, 31 July 1851.

RESUMED this case from the adjournment of the 26th.

The prosecutor and accused are in attendance.

The accused having sent yesterday by his son to request the Commissioner to have Narrayen Row Mahadew, mujmooda; Krishn Row Junardhun, moonshee; Succaram Sudasew, Oontawutkur Dhondew Bappoojee, Baba Deurow, and Bappoo Shastree in attendance as witnesses on his behalf, the Commissioner requested the Resident to procure their attendance. This morning the Commissioner received a note from Kessowrow on his father Nursoo Punt's behalf, informing him that having heard that Soorujram, the native agent, had met Bhow Tambekur (the minister) last night, he suspected the witnesses had been tampered with, and consequently did not require them, and begged they might be countermanded; the Commissioner, however, did not countermand them, but has them in attendance, in case, on reconsideration, the accused might wish to examine them.

The accused gives in his defence, which is read and recorded (F.)

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The accused also gives in characters given to Asharam by the officers under whom he has served, and correspondence he (Nursoo Punt) had regarding the appointment of native agent, and characters which he had earned while so employed. Copies of all these are recorded (G.)

The Commissioner is of opinion that it is necessary for the ends of justice that Soorujram should be examined as to the object of his meeting Bhow Tambeekur last night, and he is accordingly called in.

Soorujram Gungaram is called in, and the Affirmation having been administered to him, he is examined by the Commissioner.

Soorujram Gungaram.

I met Bhow Tambekur last night; he came to my bungalow; it was about half-past seven or eight o'clock; he is in the habit of coming there; he came there the night before last, the 28th. He sent a man to inquire at what time, when he was taking his drive, he should find me; I told him I should be rather late when I got home, as it was late when I left office. It was bathing time, and then my people, seeing his torches, told me Bhow Saheb had come, so I put on my turban, and went to where I do my work and sit at home to meet him. After some conversation, he told me that a memorandum had come to call some of the Durbar people, and asked what it was about; I told him I did not know; that Nursoo Punt had sent the names, and the men were sent for. He then asked if they were little late in coming, that they might be excused, as they were people who dressed before they came, and that he would send strict orders to them; I said they must come before 11, as the Court sat then. He then said, "If they should be late, represent to the gentleman that it is their fault; I will send them." He then asked for paun suparee, and then he took his leave; he then, as he was getting on his horse, said he would come again. I mentioned the circumstance to Colonel Outram, as I always do, when Bhow Saheb sent to inquire when I should be at home. I mentioned what I have said above to Colonel Outram. Bhow Saheb asked me if there was no treachery in sending for these men; he asked whether the people had conspired, or what had happened, but I told him I did not know. I do not know where Bhow went after he left me. Bhow Saheb has come to my house once or twice at night, at seven or half-past seven. The Bhow Saheb said nothing to me about the men giving their evidence; I told him that some of the people were called, who had refused to be sworn, and asked whether there would not be some difficulty, but he said, "No, I have been sworn, so there will be no more questions about it."

[The witness, admitting the above, withdraws.

The accused stating that he has still no wish to examine the witnesses who have been called, they are dismissed.

The documents requested by the accused are received from the Resident, and filed as follows:

Memorandum from Meer Sumpraz Ali and Wamun Row to Mr. Ogilvy, dated 10 May 1845, and Enclosure (H.)

Ditto - - ditto from Biccajee Rugonath and Wamun Row Dhondeo to ditto, of same date, with Enclosures (I.)

Answer to the above two memoranda, dated 14th May 1845, and Enclosure (J).

Memorandum from Meer Sumpraz Ali and Asaram Purboedas to Mr. Ogilvy, dated 18th May 1845 (K.)

Answer to the above, dated 23 May 1845 (L.)

The accused having examined the books of Purshotum Runchor for the year 1902, produces an item on the 2d Magseersood, of 20,000 rupees from Runcher Bolanath, to be at interest at 3 per cent.

Bugwan Bowaneedas is called in, and the Affirmation administered to him, and he is examined by the Accused.

Bugwan Bowaneedas.

THE item of 20,000 rupees in the books now shown me is in the handwriting of Gokal, who wrote the accounts of Pershotum and Narrayen Runchor in Baba's shop. He is now dead. I do not know Runchor Bolanath. I never heard that as the name of any person, merchant, or firm.

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Cross-examined by the Prosecutor.

The item of 20,000 rupees credited to Vishnoo Narrayen is in the same book, in 1903.

[The witness, admitting the above, withdraws.

The above entry of 20,000 rupees is extracted and recorded (M.)

The defence is here closed, and this case is adjourned until Thursday next, the 7th August, for the prosecutor's reply.

(signed) *W. E. Frere.*

Tuesday, 12 August 1851.

The Commissioner, having adjourned the cases 1 and 3, as mentioned in those cases, and not having taken the prosecutor's reply in the latter until the 9th instant, adjourned this case until to-day, when it is resumed.

The prosecutor and accused being in attendance;

The prosecutor proceeds to read his reply in this case.

The prosecutor then proceeds to offer exhibits in support of his reply.

A memorandum from Myral Bucktee, dated 2d June 1845, showing the amount of claims of Myral Bucktee against the sons of Gungadhur Shastree, to prove that if, as Nursoo Punt alleges, the bank indirectly offered to cancel the claim for 15,000 or 20,000 lacs of rupees, it indicated fear on their part of an impartial umpire; to prove also Nursoo Punt's betrayal of trust, in not bringing to notice this offer to compromise the claims of which he had then to Colonel Outram in a great measure advocated the justice of.

As this does not form any part of the charge, and the accused has not brought any evidence with which to support his allegation, the Commissioner does not think this evidence requisite, and does not record it.

Memorandum from the Shastrees, dated 10th May 1845, urging their claims, together with petitions written by them prior and subsequent to the 12th May 1845, to prove that they were not, as Nursoo Punt alleges, indifferent to the pecuniary consideration involved in the dispute, and that they had confidence in the justice of their cause.

For the same reason as stated above the Commissioner does not record these papers: nine letters written by the Residents at Baroda, from the 16th March 1844 to 13th January 1849, adduced to prove that they had made unsuccessful efforts to have the dispute brought to a satisfactory conclusion, and that they were ignorant of the offer of compromise.

With the exception of a letter from Mr. Ogilvy to the Chief Secretary, No. 107, dated 13th March 1845, none of the others appear to bear upon the points at issue, and the Commissioner will not record them.

Mr. Ogilvy's letter and accompaniments is recorded (N.)

Nursoo Punt's diary, from the 14th March 1845, the date of the appointment of the Punchayet, till its proceedings ceased on the 7th December 1846, to prove that Nursoo Punt never brought to the Resident's notice the alleged readiness of the bank to compromise their claims for 15,000 or 20,000 rupees.

As this document is offered to prove a negative upon the affirmative of which no evidence has been offered, and as the accused states that he cannot point out in it an entry of his having brought the fact to the Resident's notice, the Commissioner does not record this document.

Eight letters from Government to the several Residents, having reference to the nine letters offered for record above.

As the answer to Mr. Ogilvy's letter is the only one that is required, the above letters having been rejected, that alone is recorded.

Chief Secretary to Government, No. 1905, dated 18th April 1845 (O.)

Report to Government, No. 159, dated 11th July 1850, of a bribe of 15,000 rupees having been sent by Baba Nafra to Soorujram, native agent, only 18 days after his arrival; to prove that bribes, contrary to Nursoo Punt's allegation, are not always given for services performed, but sometimes in anticipation of services.

As it is a question for the decision of the Commissioner whether bribes are paid in advance or arrears, and no proof can be afforded in the case now under consideration

consideration from what has been done in other cases, this document cannot be recorded.

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Certified extracts from reports by previous Residents, to show that the Guicowar used a bias in favour of the firm, and was interested in securing a decision in their favour.

As the documents recorded, (N.) and (O.), are sufficient to prove so much of this point as bears upon the present case, the Commissioner does not think these further documents are required, and therefore does not record them.

Government Order, 15th March 1845, of Sir R. Arbuthnot's appointment, to prove that at the date of the alleged bribe the bank were aware of Sir R. Arbuthnot's appointment, and were expecting his arrival.

As there is no part of this question turning on the fact of Sir R. Arbuthnot's appointment, and the date of it, the Commissioner does not think this evidence requisite, and does not record it.

Certified list of the persons employed to examine Baba Nafra's private papers, chopras, &c., at the Residency, and the goomashtas who were then present to disprove the allegation by Nursoo Punt, that the persons employed were all Government servants, and in the interest of Soorujam.

As the accused has not in his cross-examination of the witnesses to this point shown any grounds for suspecting unfair play, nor adduced any evidence on the subject, the Commissioner does not think it necessary to examine witnesses to prove the point now offered, which, whether proved or not, cannot under the circumstances noticed above affect the merits of the case.

Memorandum addressed to the Durbar on the 24th July 1850, to prove that Baba Nafra's papers were required to enable the Resident to trace the bribes in the Joitabhaee case, and not, as alleged by Nursoo Punt in his defence, with a view to convict him of having received this 20,000 rupees.

As it is a mere allegation that this memorandum is required to disprove, and the allegation suggests a conspiracy, the recording this document would not, if there had been a conspiracy, remove the proof of it, and as there is no proof offered of conspiracy the allegation must stand or fall on its own merits, and the Commissioner does not think it necessary to record this document.

Report to Government by Colonal Outram, No. 273, dated 16th December 1850, relative to a memorandum of a bribe paid through Larcoba, and supposed to have been given to Mr. Andrews, discovered in the early part of the same day with that regarding the 20,000 rupees paid to Nursoo Punt, to rebut the allegation by Nursoo Punt that Colonel Outram simply prosecuted the investigation implicating him from vindictive feelings, by showing that he lost no time in communicating with Mr. Andrews, and took much trouble in endeavouring to expose Larcoba's conduct.

For the same reason that the Commissioner rejected the proffered evidence of the bribe offered to Soorujram, and for the reasons stated in rejecting the last exhibit offered, the Commissioner does not think it necessary to record this document.

A memorandum from the Durbar, dated the 3d instant, with reference to Nursoo Punt's insinuation that the witnesses he wished to call might have been tampered with, which prevented his calling them, offered out of respect to the Court to prove that no such improper influence had been exerted.

As the Commissioner was satisfied with Soorujram's evidence, taken on the 31st July, that no such influence had been used, he does not think any further evidence requisite.

List of suspicious papers found among the bundles of papers among which the memorandum about the 20,000 rupees was found, in order to disprove Nursoo Punt's allegation that no other indications of bribery were discovered except the memorandum, against him.

As it is a mere allegation that this list is required to disprove, and the accused has neither in his cross-examination of witnesses nor on his own defence brought evidence to support it, it does not require any proof to be brought to rebut it, and the list is therefore not recorded.

Appendix (A.) to a report made to Government on the 10th April last, to prove the circumstances under which the evidence of those concerned in the payment of the 20,000 rupees to Nursoo Punt was obtained, to disprove his allegation that they had been withheld from an improper motive.

As these are stated to be the eight depositions of the witnesses to the payment

ment of the 20,000 rupees which are mentioned as exhibits in the list given in by the prosecutor on this charge, and as such the accused was at liberty to call for them if he required them, and have them recorded, the Commissioner is of opinion now, as he was when the evidence was being taken for the prosecution, that as they were not required to rebut the evidence of the witnesses then given, they were not evidence for the prosecution, and he sees no cause for changing his opinion and recording them now.

Another extract from the Appendix to the same Report, to show Colonel Outram's motives in requiring Mr. Grant to let the witnesses be examined by his sheristedar, and thus to rebut Nursoo Punt's argument that this second examination was designed unfairly to prejudice him.

As this Commissioner is appointed to try certain charges brought against Nursoo Punt, and not to inquire into the motives with which Colonel Outram is actuated, the Commissioner does not think it would be relevant to the duty with which he is charged were he to receive evidence to prove what Colonel Outram's motives were when only impugned by suggestions of the accused in his defence; and he therefore does not record this evidence.

Another extract from the same report, to show that though the witnesses when examined by the sheristedar desired to have their former depositions read over to them, this was not complied with, to prove that the elicitation of truth was all that was sought for.

For similar reasons to those given above, the Commissioner will not record this document.

The ledger of Samul Bechur for Sumbut 1901, to prove that the same item of 20,000 rupees is in the khata-waee as in the ankrawaee, to rebut Nursoo Punt's assertion that the item is not in the former book.

The books having been produced, and the item being found in it, the Commissioner does not think it necessary to record extracts, as the books had been detained at the accused's request and for his use for some days, of which he did not avail himself, and it is not necessary to record evidence to refute an assertion which is found not to be founded on fact.

Extract from letter from Government, dated 14 June 1847, directing Colonel Outram to use his best endeavours to bring the case to a satisfactory conclusion.

The native agent, Nursoo Punt's, report upon the subject bearing in the Paruk's favour.

Colonel Outram's report to Government, dated 8 March 1848, to prove that he disregarded Nursoo Punt's suggestion.

As Nursoo Punt's report is the only evidence against him in these papers, the Commissioner does not record the letters, but records the report (P.)

The prosecutor now offers to call witnesses to rebut the accused's defence.

Wamunrow Venkutesh, alias *Baba Nafra*, is called in, the Affirmation administered to him, and he is examined by the Commissioner.

Wamunrow Venkutesh.

Ramjee was placed in the oratory on Falgoon Sood 7th; there was a cattle-shed on the place before, and if there was a marriage they put the shed there. The business of building the oratory was going on a year, or seven or eight months before. There was work carried on there, more or less, after the idol was placed there. Sometimes the work was carried on after the idol was placed there, and then it was stopped for a few days; it might have gone on for six months, a year or two, there was nothing fixed. Myral Bucktee's firm has been closed; it was closed when Gungadhur Shastree left. Dackjee Dadajee came here in Sumbut 1872 (1816-17), and it was closed then. I do not recollect whether Myral Bucktee's account is still carried on with Hurree Bucktee, but there probably will be some small one. There are no expenses in feeding the arbitrators when a cause is referred to arbitration. From the time Myral Bucktee's firm closed, that account was stopped. The expenses of arbitration, if any, might be entered to that account, but without seeing the books I cannot tell. Premlall was employed as carkoon on this arbitration; he might have got 1,000 rupees or so for his work. I paid half, and Gopalrow paid the other half. I might have debited my share to Myral Bucktee, but his account was closed; if I did not debit it to him, it might have been to Hurree Bhugtee or

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Samul Bucktee. I have built a house in front of the oratory; I built it 12 or 14 years ago, but I am not quite certain as to length of time.

[The witness, admitting the above, withdraws.

Hurreea Baeechund is called in, the Affirmation administered to him, and he is examined by the Commissioner.

Hurreea Baeechund.

I took the 20,000 rupees from the shop to Baba Nafra's house. It was in the Kowawalla house, in front of which they have built the oratory, that I placed the money; it was in the house I placed it, not in the oratory. They were building the oratory then; they had placed the idol there at that time. I went into the room through the wicket, and put the money in the room. There was a road between the oratory and room; the oratory and room are now in one.

[The witness, admitting the above, withdraws.

The prosecutor requests the Commissioner to adjourn the inquiry, in order that Shumbooram, who was unable to attend to-day, might be able to attend and depose to the search the Resident caused to have made to discover Asharam's cartman, now stated to be dead, and thereby rebut the accused's insinuation that he might and ought to have been produced.

The Commissioner does not think this necessary. If the accused had pointed out who the man was, or that Asaram's cartman was still alive and could be produced, his evidence might have been taken; but the Commissioner thinks it irrelevant to the duty with which he is charged, to inquire into the exertions the prosecutor made to discover evidence.

The prosecutor offers to call evidence to prove that though the accused throws doubts upon Dhamodhur Doolubh's evidence, from the fact of his having in his deposition, recorded in the case under (C.), stated that he had been in the service of the firm ever since the death of his father, on the 1st Ashad Vud, Sumbut 1901, whereas the entry in the books of the 20,000 rupees was made six months before, there was nothing improbable or impossible in it. As there is no question about the entry being in Dhamodhur's handwriting, and his father having been mooneem goomashta, it is most probable that he was also writing in the firm, though he might not have been employed in it as a servant; and as the accused has not offered any evidence to support his suggestion, the Commissioner sees no cause for taking this evidence.

The prosecutor next offers evidence to rebut the impossibility, as urged by the accused, of the cart having been brought to his house at past nine o'clock, as the gates of the town are always shut at half-past seven at night.

It was for the accused to have produced evidence to prove the impossibility of the gates being open after that hour. As he has not done so, no evidence is required to rebut it.

The prosecutor, in order more clearly to establish the fact of (A.) being in Bulwuntrow Nafra's handwriting, and not written by a Goozerattee learning Marathee, requests the Commissioner to send the papers written in his presence, with letter (A.), to Surat, Poonah, and Bombay, to be submitted to any persons the Commissioner may think fit there, for their opinions.

The Commissioner does not think such a course necessary. It never was suggested in cross-examination that the above was the case, and if it had been, the Commissioner could then have satisfied himself on the subject; nor has any evidence been adduced to support the suggestion; that which the accused did proffer having been withdrawn, the Commissioner thinks that the document should be left to be disposed of upon the evidence already given.

The prosecutor having nothing further to exhibit, the case is therefore here closed.

(signed) *W. E. Frere.*

FINDING.

Fourth Charge.

IN the fourth charge Nursoo Punt is accused of having, "on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, 20,000 rupees as a bribe, given apparently to secure his (Nursoopunt's) service in behalf of the firm, supposed to be on account of the case then pending before Government concerning the dispute between the above firm and the sons of the late Gungadhur Shastree."

This case, which arose from the discovery of the Memorandum (A.), (copied in the margin*) among some papers of Baba Nafra's, will be made very clear by a consideration of the evidence produced to support it. This evidence may be divided into the five following heads: first, to finding the document (A.); secondly, whose handwriting it is in; thirdly, to the payment of the money; next, how it is entered in the books; and lastly, the object for giving a bribe.

* *See* below.

And first, as to finding the document (A.) Soorujram Gungaram, the native agent (page 1448), and Ballajee Rumchore (page 1452), depose to having gone on the 24th July 1850 with others to fetch some papers from Baba Nafra's, which, as connected with the Joitabaee case (page 1461), the Durbar had been requested to attach; they proceeded to examine the house, and found a small closet on the third story, at which their attendant looked hard; on observing this, Ballajee suggested that the closet should be opened; the Brahmin said there was nothing in it, and the key was lost, so Ballajee said a blacksmith must be called to open it, and the Brahmin then went to search again for the key, which he found, and, the door being opened, 14 bundles were found there, which Baba Nafra (page 1458), says refer only to the Shastree's case; these bundles, together with the others found below, were taken to the Residency, and put under custody of the guard, and kept in the "lock-up," in which was one prisoner, Gureebsha by name, suspected of being a Thug, lame, and ill with fever. The contents of these bundles were afterwards examined in the Resident's presence, and on the 31st, when the Resident had gone into an adjoining room with Wittul Kunderow, the minister (page 1454), Sukaram Mookund (page 1456), who had been desired generally to look for useful or suspicious papers (he called them both, though he says the order was to look for suspicious papers), found (A.) in the bundle he was looking at; the bundle had the appearance of being old, and not opened before for some time; Sukaram gave the paper to Shumbhooram (page 1456), the kotwal of the city, who was sitting by, and who took it to Colonel Outram, and showed it to him in the minister's presence. This account is corroborated by Hurree Appajee (page 1450), who had brought papers for the Resident's signature, and during the Resident's absence sat down, and was looking on, and also by Wishwanath Gopal (page 1453) and Ballajee Runchore (page 1452); but, as they were also employed themselves at the time, their evidence is not of much weight.

This is the evidence to finding the document, and to this Nursoopunt, in his defence (F.), in the 4th paragraph, objects that a list of these papers should have been made in Baba Nafra's presence before they were removed from his house; that they should have been kept locked up in the Residency, and that during the examination some of the Baba's people ought to have been present. With regard to the second objection, it appears to the Commissioner that the papers were just as secure from being tampered with when under charge of the sentry on guard as they would have been under any key or seal, since Nursoopunt's enemies, if the vindictive people he would lead us to believe, could have found no difficulty, being in the public service, in tampering with the papers, though kept

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* (A.)

Memo. ——— Sumbut 1901.

Cr.	*Dr.*
Received from the firm of Hurree Bhugtee, through the hands of Hurreea Khidmutgar, ready cash, on the 6th Veishakh Soodh, 20,000 rupees. *Rs.* 20,000.	Expense account made over to Asharam Purbhoodass to give to Nursoopunt Tatia, ready cash, 20,000 rupees. *Rs.* 20,000.

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kept under lock and seal; and, with regard to the two other objections, as Nursoopunt and Baba Nafra are, he declares, at enmity, a list in Baba Nafra's presence or the presence of his carcoons at the examination could have been no protection to Nursoopunt. The prosecutor, however, in his reply, offered to prove (page 1461) that all the persons present at the examination of the papers were not public servants, and in the interest of Soorujram, but, for the reasons then given, the Commissioner did not receive this evidence.

To Soorujram, Nursoopunt objects that, with a view to further his own prospects, he aids Colonel Outram, who is enraged with him (Nursoopunt), and so no reliance can be placed on Soorujam's evidence; but this assertion goes to weaken the arguments used above, regarding the bundles not having been properly secured, for if Soorujram, the native agent, is Nursoopunt's unscrupulous enemy, keys and seals would not have prevented the paper in question from having been surreptitiously introduced into any bundle.

Against Shumbooram, Nursoopunt objects (paragraph 4, clause 4) that he is at enmity with him, but of this he has offered no proof, nor even suggested any, except the evidence of Mr. Mansfield, now in England, and consequently in this case, as in all others he ever tries, the Commissioner gives no weight to mere asseverations of general enmity. In a note on this paragraph, Nursoopunt hints that Shambooram, who was supposed to be dying, and whose evidence the Commissoner went and took upon what appeared to be a death-bed, was actuated in his evidence by a desire to obtain the Resident's favour for his children when left fatherless, rather than by a love of truth; no such idea struck the Commissioner at the time, for the sick man gave his evidence as if he thought his last hour at hand, and when taking leave of the Resident in what appeared a very natural manner, he begged his protection for his sons, who were weeping round his bed.

Nursoopunt also charges the minister, Wittul Kunderow *alias* Bhow Tambeekur, with enmity, as he does Wishwanath Gopal, through Balkristna Gungadhur.

To Succaram Mookund, Nursoo Punt objects, that he is described improperly; that he is not a carcoon of Captain Wallace's, but a friend of Soorujram's, the native agent, and that he was turned out of the Government employ, and has, at Soorujram's suggestions, been employed by Gopalrow Meiral. Of all this he has offered no proof, and the conclusion must be, that he has none to offer; but the Commissioner cannot help remarking, that if Gopalrow Meiral is the same person as the man bearing that name who, summoned as a witness for the prosecution, treated the Commissioner with very little respect on the 25th June, he would hardly seem to be a person likely to aid the prosecution in this or any other case; and, considering how long the inquiry was delayed for Succaram's attendance, while he was re-called from Nowsaree beyond Surat, when he ought to have been in Baroda, the Commissioner cannot think that either the witness or his master have shown any wish, either to favour the ends of justice, or to appear as witnesses against Nursoo Punt.

As regards Ballajee Runchore, Nursoo Punt expresses his surprise as to how he came to be employed on this work, and how he could attend to his own business, and watch Succaram; the Commissioner has not given much weight to Ballajee's evidence, so this does not require notice.

Against Hurree Punt, Nursoo Punt objects, that he was not present from the first, nor did he see the bundle opened; but these are objections of no importance; his presence there is well accounted for, he had nothing to distract his attention, he saw the paper found, and the Commissioner sees no reason why he should not be believed.

Nursoo Punt objects also, in clause 6th, para. 4, to the description given of the bundle by the witnesses. The Commissioner used his utmost endeavour to ascertain whether a bundle was brought from Baba Nafra's on the 24th, and the same opened on the 31st July 1850, and whether it was likely to have been opened before, while at the Residency, and whether a paper was found in it. The Commissioner thinks there is very good proof on all these points, independent of the witnesses declaring that Colonel Outram was cognisant of it, and the Commissioner will not believe that Colonel Outram could so allow his feelings as a prosecutor to overcome all his better feelings, as to sit quietly by while men were falsely deposing to facts having taken place in his presence; and,

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and, therefore, whether the bundle weighed one or four seers, and in whatever cloth it was tied, the Commissioner is well satisfied that Exhibit (A.) was found in a bundle of papers brought from Baba Nafra's, in the Resident's room at Baroda, on the 31st July 1850.

In the 10th clause of the 4th para. of his defence Nursoo Punt suggests the improbability, that while Hurree Bhugtee's accounts showed innumerable blank entries, only two memoranda should be found, and both of these against him. In the next clause he refers to a similar memorandum regarding one Larkoba, which he there suggests was what made some evil disposed person originate the idea of having similar memoranda found regarding him; but the Commissioner can see nothing to lead him to conclude that these memoranda are the result of conspiracy; and as for the idea that memoranda only regarding Nursoo Punt were found, he himself has refuted that, and the prosecutor (page 1461) tendered a list of suspicious papers found at the same time with these, to disprove that suggestion; but this evidence, upon Nursoo Punt's own showing even, was not required.

The next point to which witnesses are called, is to prove that this paper (A.) is in Bulwuntrow Nafra's handwriting. The prosecutor produced other papers, which he said were in Bulwuntrow's handwriting, and as there were no witnesses who professed to have had a previous knowledge of his hand, but all had become acquainted with it since this paper was discovered, the Commissioner sent for Bulwuntrow, and made him copy (A.) two or three times, and having put those copies up with the papers produced by the prosecutor, showed them together with (A.) to the witnesses. All, except (A.), were acknowledged by Bulwuntrow as his (page 1451). His brother, Wamunrow (page 1458) thought three of them, but not (A.), like his brother's handwriting. Babajee Purushram (page 1451) declared they were all in Bulwuntrow's handwriting. Bayajee Wayjnath (page 1450) recognised three papers as being in the same handwriting as (A.); two of these three Bulwuntrow wrote before the Commissioner; while Ramchunder Junardhun (page 1450) selected seven out of the ten papers as being in the same handwriting, and among them was (A.). Shumbooram's evidence on this point (page 1456) is not of much weight. Against this evidence Nursoo Punt, in his defence (F. para. 4th, clause 12), contends that the paper must have been written by some Guzerattee learning Marattee, as the shape of the letters are dissimilar, and some words are spelt in a manner no Deccanee Brahmin would spell them, and of these he gives five instances. First, the S in Sumvut, which certainly is not written boldly, but Bulwuntrow Nafra's is not a bold hand. 2d. The figure "2," this bears no more relation to the common form of the figure in Guzeratee than in Marattee, being peculiar, and unlike either. 3d. The spelling of Bugteedass, which in the memorandum is spelt with a (g) instead of a (k), the difference being whether it is Bugteedass, or Buckteedass. 4th. The word is spelt "Kuruck Kata," instead of "Kruch Kata;" and, lastly, that his own name is spelt Nursew, instead of Nursoo, as he spells it. The Marattee is in the margin, but none of these objections appear to the Commissioner of any importance, nor do they prove that Bulwuntrow Nafra, whose family for the last three generations have been living in Goozerat, might not have written it; nor has Nursoo Punt proved that Bulwuntrow writes pure Maratha, or more purely than the orthography of this memorandum would indicate; while in the next, the 5th case (page 1539), Bulwuntrow himself admits that he is not a good writer, and does not write much; thus admitting the justice of Nursoo Punt's strictures on the handwriting, and strengthening the probability of his having written the memorandum. Nursoo Punt further contends that Ballajee, Ramchunder, and Bayajee are all friends of his enemy, Baba Furkey, but of this he has produced no proof, and, consequently, the Commissioner takes no notice of it.

As in Mem^{a} ought to be written "Maratha."

Nursoopunt, though he has not mentioned it in his defence, requested the Commissioner to summon (page 1458) six persons as witnesses on his behalf, apparently to disprove the handwriting; but subsequently, as Nursoopunt had reason to think, from the native agent having met the Minister, that the witnesses had been tampered with, he begged they might be countermanded. This the Commissioner did not do, but had them in attendance; and thinking the native agent's tampering with the witnesses much too serious to be passed over without further inquiry, examined him (page 1459) to know the purport of his

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his conversation the night before with the Minister. This Soorujram explained, and the Commissioner then asked Nursoopunt if he still did not wish to examine the witnesses who were in attendance, but Nursoopunt still declined (page 1459), and the witnesses were accordingly dismissed. Nursoopunt offers no further evidence on this point, but urging that to call for evidence from Kaira and Ahmedabad would cause much delay, and subject him to great loss and inconvenience, he begs Government will, previous to coming to a decision, take the opinions of some five or ten officials in the zillas upon the handwriting in question.

It is hardly a matter of the slightest moment, in the Commissioner's opinion, to prove in whose handwriting the paper is; for if it is Bulwuntrow Nafra's, it would, even with his evidence, form but a link in the chain; and without Bulwuntrow's evidence, the only use of the Exhibit is to show how suspicion came to alight on Nursoopunt, and that object might have been obtained by a paper in the handwriting of any goomashta in the firm, as effectually as if it was written by Baba Nafra himself.

This evidence, however, shows how little dependence can be placed on the identification of handwriting by comparison; Bulwuntrow and Baba Nafra both exclude (A.), and the latter cannot recognise all the other papers, as in his brother's handwriting, while the other three witnesses, though examined in different forms, identify Bulwuntrow's handwriting with (A.), though Babajee alone recognizes them all, and the other two select, one seven, and the other, three papers only.

Sic orig.

It is hard to imagine how Baba Nafra and his brother could, both of them, have excluded (A.), while they recognised copies of it, unless they had a previous knowledge of the paper; nor how, except for the same reason, all the others could have included it, unless it bore a marked resemblance to Bulwuntrow's handwriting. If it bears that likeness, the rejection of it by the two brothers shows they must have known it; if it does not bear any resemblance, the perjury of the other witnesses must be dreadful: but in that case, the accused would have been able to have exposed the want of resemblance, which he has not attempted to do; and the Commissioner, therefore, cannot but arrive at the conclusion that the paper is in Bulwuntrow's handwriting. The Commissioner need hardly remark on the means taken by Nursoopunt to shake his opinion, first, by calling witnesses, and then, without any well-founded cause, refusing to examine them; and that on the 31st July, when he must have known that for six weeks, at least, the evidence he had required on the fifth charge could not be complete, he hesitates, on account of the delay, to call evidence which would be found in Kaira or Ahmedabad, from whence a fortnight would suffice to procure it; while he has, subsequently, on the 11th September, in the fifth charge itself, requested the Commissioner, when certain papers have been received from the Deccan, to summon the dufterdar of Kaira, and take his evidence in that case. He, however, does not relinquish the hope of being able to carry his point, for he requests Government, as if they were not to be satisfied with the Commissioner's inquiry, to procure fresh evidence themselves, which the prosecutor would not have the means of testing. On this part of his defence, the Commissioner informed Nursoopunt, that any evidence he required, the Commissioner would procure, and that he must not hesitate on account of the delay it would occasion; but he did not avail himself of this suggestion, and the Commissioner can only conclude that the 13th clause of the 4th para. of the defence was not written in good faith. In his reply, the prosecutor suggested that the Commissioner should send the papers elsewhere to be examined; but, as the accused had, neither by fresh evidence, nor by cross-examination, proved that the handwriting was not Bulwuntrow's, the Commissioner did not think further evidence necessary, even if the act would have sanctioned it.

Regarding the third point, the payment of the money, as the document shows that the money had been given to Hurreea, he is naturally the next person from whom information is likely to be obtained. He deposes (page 1451) to having received from Bappoojee and Damothur 20,000 rupees, of which he alone took 4,000 rupees, and the balance, in company with Purshotum, to Baba Nafra's house (called the " Well-house"), where Baba Nafra was. After that Asaram Purboodass came with his cart and cartman, and they put the money into the cart and

and took it to what he was informed was Nursoopunt's house. Hurreea then took the money out of the cart and gave it to Asaram's cartman, and neither went himself into the house nor saw Nursoopunt. Asaram is dead, and Hurreea does not know the cartman's name. Purshotum (page 1452) does not fully corroborate this, for he says he went twice, not four times, with the bags, and did not see the Baba.

Hurreea, in describing Baba Nafra's house to which he took the bags of money, mentioned that they had built a sort of temple there, and that the place was now all in one; while from Baba Nafra's evidence (page 1458) it appeared that the idol had been placed there in February or March. The Commissioner having concluded that the idol was not put into the shrine until the work was completed, recalled both Hurreea and Baba Nafra to ascertain how the idol having been placed there in February or March, the temple was said to have been built since May; but they explain (pages 1462, 1463) that the work had been begun some time before, and was continued after the idol was brought there. After this Nursoopunt urged further objections to Hurreea's description of the place, and the case having been closed, asked the Commissioner, in a letter dated the 15th August (in which he stated his objections), to visit the spot before coming to any decision on the case. The Commissioner complied with the request, but found nothing at all inconsistent with Hurreea's evidence, though if another house of Baba Nafra's, which Nursoopunt's son, who accompanied the Commissioner on his father's behalf, wished to persuade him was the one Hurreea meant, was taken to be the house referred to, the evidence could in no way be reconciled. The house, however, to which Hurreea referred could not be mistaken.

To the evidence of carrying the money, Nursoopunt objects (para. 6, clause 2), that it is evident Hurreea has been taught what to say (clause 3); that he does not mention who was in the empty house to guard the bags while he and the coolie went to fetch the others. Though Hurreea has in his deposition (p. 1451) said that Baba was standing there at the time, he further (clause 4) objects that the city gates are closed at half-past seven, and the keys, he hears taken away; but offers no proof of this, so that Asaram must have taken the money outside the town, which would have been unsafe. The prosecutor, in reply, wished to produce evidence to rebut the assertion of the gates being shut and impassable, but the Commissioner, for the reasons stated in his proceedings (p. 1463), did not require it.

To Purshotum Bechur's evidence, Nursoopunt makes similar objections (para. 7), urging discrepancies as to time, and to his declaring that the night (on which the moon must have been in the first quarter) was dark; but the evidence of itself is not, in the Commissioner's opinion, either very trustworthy or very important. The witness, from his carriage and station in life, does not appear to be one who could clearly recollect what happened five days ago, much less what happened five or six years before. Moreover, this evidence only indirectly affects Nursoopunt, and if not supported by other evidence, would be of no use against him whatever.

There is no evidence, then, of the money having been given to Nursoopunt, as Hurreea only says that he made it over to Asaram at what he told him was Nursoopunt's house.

In proof of the fourth point, there are the several entries in the account books, but they are mere blank or line entries. Within Sumvut 1902 (A.D. 1845/46), an additional sum of 500 rupees, added to this sum of 20,000 rupees in the ledger, said to be paid to Meer Surufraz Ali, and the balance carried down to last year.

The goomashta who wrote the entries, Damodhur Doolub, deposes (page 1454) that he gave the money at Baba Nafra's order to Hurreea, and entered it in the ledger to the blank account; that all he knows about how it was spent is what Bappoojee told him; and the Sett Bechur Samul dying two months after, Baba Nafra became master, and consequently there was no occasion to make further inquiry. He explains that the blank account is that in which sums not to be recovered and bribes are entered.

Bappoo

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Bappoo Koober (page 1455) wrote (B.), the first entry made of this item, and on it is Bechurbhaee's signature; he entered it at Baba Nafra's desire to the blank account, but was told by him to whom it was to be paid. Bribes are entered to this account, and the business not being settled, the item has been carried on as a balance. Expenses on account of the arbitration of the dispute with the Shastree's sons were debited to Meiral Bhugtee's firm, and Baba knows why this item, which was paid on that account, was not entered to that head.

Baba Nafra (page 1458) denies any knowledge of the item, or payment of the money. Bechurbhaee, when alive, never told others how he spent his money.

The first objection taken by Nursoopunt to this part of the evidence (para. 5) is to discrepancies as to the time at which the money was taken by Hurreea, and as to whether it was Baba Nafra or the servants who told Bappoojee and Damodhur to whom the money was to be paid, and insists that Bappoojee has been restored to his situation, from which he was turned out about five years ago, in consideration of his being willing to perjure himself in this case; but the evidence of taking the money away is not of much importance, and that of the payment being mere hearsay could not have any weight in bringing the charge home to Nursoopunt.

In the third para. of his defence, Nursoopunt takes objections to accounts entered in blank or line entry, and condemns them as not worthy of credit. What credit is to be attached to them must depend upon the evidence in each individual case. The mere fact of an entry being made in blank, and a man saying it was for a particular person, would not of itself be sufficient evidence, unless the deponent was of undoubted character, and the reason for giving a bribe very clear. The entries are most dangerous, and when they exist to the extent shown in the books of this firm, no man's character can be safe from assault; but if unjustly assailed, there is little doubt but that in this, as in any other case, an innocent man will make a triumphant defence.

In the fourth clause of the third para. of his defence, Nursoopunt urges the improbability of these 20,000 rupees having been paid as a bribe, from its being brought down as an outstanding balance; and in the sixth clause of the second para. he urges the improbability of any man giving a bribe except for services rendered. It is impossible to prescribe any rules for bribery and corruption; but the Commissioner sees no reason why a bribe might not be paid in advance, and if so paid, the most natural entry of it would be as an outstanding balance until the case was settled, when it might be written off for the value received, viz. the decision of the case; and that such is the case, we may infer from Bappoo Koober's evidence (page 1455), and this same person's evidence must be looked to for the only explanation we can find of the objection Nursoopunt urges in the ninth clause of the second para. of his defence, that if the money had been paid as a bribe in the Potedaree case, half of it should have been debited to Myral Bucktee, and Gopalrow Myral ought to have been advised of it, which does not appear to have been the case.

If entries of this kind are to be treated like entries in an honest way of trade, they will not bear any scrutiny; but Nursoopunt, in the third para. of his defence, admits that they are not so, but might be of sums expended by the head of the firm, embezzled by the goomashta, or paid as bribe to the officials of the Durbar; but for this latter surmise, Nursoopunt has not such good grounds even as there are for suspecting that the money was paid to himself. He further, in the sixth clause of the third para., asserts, that there is a report that Baba Nafra has been importuned for the last year to give up the name of the individual to whom the money was paid, but that he will not. This assertion furnishes nothing tending either to remove the suspicion from Nursoopunt, or to fix it more firmly on him; but when he argues from it that as he is no longer Native Agent here, there is no reason why Baba Nafra should not have mentioned his name, had it been to him that the money was paid. He does not see that this very argument overthrows the assertions he so frequently makes of Baba Nafra's enmity to him, and the probability of his suffering from it; for if that enmity existed, how favourable would this opportunity have been for

for Baba Nafra to gratify his revenge, if his enmity was of that nature which an honest man need dread.

Nursoopunt, however, subsequently discovered that Purshotum Runchore's books for Sumvut 1901 (A. D. 1844–45) were not forthcoming; but in the books for Sumvut 1902, there was a marginal entry, of the 2d Magseer Sood (1st December 1845), of 20,000 rupees credited to Runchore Balanath, which he pointed out to the Commissioner, who promised to give it his consideration. Nursoopunt has, however, in the eighth para. of his defence on the fifth charge, returned to it, and contends that as there is no such firm as Runchore Bolanath, Baba Nafra must have written this name of his tutelar deity, so that he might alone understand it. In anticipation of the argument that this item being five months later than the date of the sum said to have been paid to him, Nursoopunt urges that it was not credited at once, as that could not have been done during the Sett's lifetime; but he having died in September, Baba Nafra made this entry in December, when he had the control of the whole firm; and fear of having to make good the money restrains him from giving this explanation.

Had Nursoopunt hoped that the fourth clause of the third para. of his defence had been forgotten, he might have expected some weight to be allowed to this argument; but as he has before contended that the item is not a bribe, because it has been brought down as an outstanding balance to the present time, he cannot now be permitted to select another item of 20,000 rupees, and argue that that is the item said to have been paid to him, which Baba Nafra has himself brought to some private account. The Commissioner is satisfied that the item said to have been paid to Nursoopunt is not the one brought to account in December 1845, but that the item was outstanding last year, and that the argument founded on Runchore Balanath's name is futile. As regards the last point for consideration, the prosecutor only suggested the reason why the bribe was given; viz. to secure Nursoopunt's favour in the case the firm had pending before Government with the sons of the late Gungadhur Shastree. Nursoopunt's defence, and the prosecutor's reply, have thrown further light on this subject, and show that there was a question between the firm and the sons of Gungadhur Shastree pending at that time, but that it was before the Resident, and not before Government.

It appears that arbitrators, of whom Asaram was an unwilling member on the part of the firm (F. para. 8, clause 3), having been appointed to settle a dispute between the heirs of Gungadhur Shastree and the firm of Hurree Bucktee, a disagreement arose, in March 1845, regarding the umpire, the firm wishing to have one nominated by the Guicowar and British Government conjointly, and the Shastrees one by the British Government alone. This question Mr. Ogilvy referred to Government on the 13th March 1845 (N.), and an answer was received on the 22d April (O.), declaring that the Guicowar should have no voice in the matter, as the parties held the British guarantee. The firm thus lost the weight of his Highness's decision, although, as Nursoopunt admits in his defence (para. 2, clause 2), they had got his countenance and favour. On the 10th May, as we find from Exhibit (H.), filed by Nursoopunt, there was a decision between the arbitrators regarding the examination of some witnesses and the questions to be put to them; and this was referred to the Resident, who required further information, which was sent him on the 12th (I.), the very day the bribe is said to have been given, and on the 14th the Resident sent his answer (J.) Had these documents been produced by the prosecutor in support of his charge, the Commissioner, seeing that both Succaram and Soorujram, the men who found the paper, and the native agent (page 1449, and page 1456) had seen the blank entries in the books before the paper was discovered in the bundle, would have entertained most serious doubts; but as they appear to have been as ignorant of the existence of these papers as the Commissioner was, until they were called for by Nursoopunt, he feels they tell very strongly against the accused.

Against the charge in general, Nursoopunt urges in the first clause of the 2d para. of his defence, that he had no weight with the Residents, and therefore that it was not worth Baba Nafra's while to bribe him; but this para. of his defence,

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defence, in which he shows that, under Messrs. Boyd, Remington, and Ogilvy, he was a mere cipher, contrasts most strangely with the 3d, 5th, and 6th paras., and the four first clauses of the 10th para. of his defence in case No. 3, in which he shows that Messrs. Ogilvy, Andrews, and Colonel Outram were indebted to him alone for their information regarding Gorajee Pole's affairs. It may be argued, that Messrs. Boyd and Remington are not the same as Mr. Andrews and Colonel Outram; and though the two first might have held him in no esteem, the two last have appreciated him highly, and therefore both defences may be true; but that cannot hold as regards Mr. Ogilvy, of whom he says in the present case, "After him, Mr. Ogilvy had charge of the Residency, and he had been here some little time before my arrival. He also was a gentleman experienced in these parts; for which reason he transacted business as above described; and in affairs of such importance as the present he did not care about having my opinion; I therefore had no weight here;" while in the third charge, at the 3d para., he writes in this strain: "After I had commenced the duties of my appointment in June 1844, on looking into the accounts, the following appeared," &c. * * * "In addition to the above, to my surprise, I found," &c. * * * "On this, I informed Mr. Ogilvy, the assistant in charge of the Residency, that unless the villages were farmed," &c. * * * "Who immediately instituted inquiries," &c. And again, in the first clause of the 10th para., "I reported the circumstances to Mr. Ogilvy; upon this that gentleman, after fixing," &c. * * * "Now, if I had not given the information in question, then why was the above arrangement not entered into before?" To these comparisons no exception can be taken. Here, in one case, we find him say that he was a person of no weight with so experienced a man as Mr. Ogilvy, while in the case before, he claimed the credit of having been the person upon whose information and by whose advice this same Mr. Ogilvy was guided in a matter of apparently equal importance. In the one case, he is accused of having withheld information, and defends himself by showing how much all the Residents were indebted to him; he cannot, therefore, now turn round and consistently urge that his influence was not worth purchasing, as with all the Residents he was a mere cipher. We have seen, with regard to Mr. Ogilvy, that one or other assertion must be false; they cannot both be true; and mere assertion, therefore, will not now avail him; he must, to remove all grounds for suspicion, prove that he could not have interfered in this case in the manner for which he claimed credit in the last.

Nursoopunt further urges his report (P.), made to Colonel Outram, on the subject of this dispute, as proof, from its impartiality, that he could not have been in the Shastree's pay; and certainly, if money be the object of contention, the last para., in which he recommends that whoever is proved to be the debtor should pay only principal without interest, shows no leaning towards the Shastree in the event of his being successful; but, as he says in his defence (para. 2d, clause 7th) that the dispute was not for money, but for a point of honour, room is left to doubt the manifest impartiality of his suggestion, and we must look to more than the last para. alone to see the bearing of his mind. As the case is still pending, no decided opinion can be formed of the report; but the Commisioner sees nothing in the whole report that might not be perfectly impartial; but whether it is so or not, the final decision of the case alone can prove.

Nursoopunt further objects (para. 8th, clause 2d), that Asaram Purboodass was not a man to lend himself to a transaction of this kind, and produces his (Asaram's) characters to show how high he stood in the esteem of his superiors. He also objects (para. 6th, clause 5th), that the cartman is not to be found. As regards Asaram's character, the Commissioner is willing to believe that he stood very high in the esteem of his superiors; but if a man of Nursoopunt's character could receive a bribe, Asaram's character would be no guarantee that the bribe might not have been paid through him. As regards the cartman, the proof offered in reply by the prosecutor of the search that he had made for him (page 1463), was quite unnecessary, since the man to whom Asaram's family would entrust his characters could have had no difficulty in ascertaining from them what had become of the cartman Asaram had in May, six years ago, and if alive, and able to refute the other witness, produce him, or point out where the Commissioner could find him.

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There is another point upon which Nursoopunt remarks, viz., Damodhur and Bappoojee having been examined by Mr. Grant's sheristedar. Whatever discrepanies may appear in their evidence, and tend to shake the reliance to be placed on their testimony, it is very certain that all these only go the more strongly to prove that these witnesses do not appear in consequence of any conspiracy against the accused; had there been any such conspiracy, and had the case been fabricated, is it probable that the person who could forge a paper and put it into a bundle in which it was to be found as one step in evidence against the accused, would have hesitated in giving the witness their former depositions; so that, whether before Mr. Grant's sheristedar or the Commissioner, they might have said them off by rote; and it would have been on cross-examination only, and not on the examination in chief, that the discrepancies would have appeared.

However, the Commissioner does not see what was gained by these men being examined by Mr. Grant's sheristedar; no good appears to have come of it, nor any likely to accrue, for though perhaps Colonel Outram was not aware of it, sheristedars in the Sudder Adawlut are less accustomed to taking depositions and examining witnesses than any sheristedars in the country.

The following, then, is the result of the evidence in this case: that there was a dispute between the sons of Gungadhur Shastree and the firm of Bechur Samuldass; that on the 10th May 1845, after other disputes regarding umpires had been disposed of, the arbitrators on the different sides could not agree, and referred some questions to the Resident, and that these questions were answered on the 4th; that among some papers in Baba Nafra's house relating to that case, a memorandum in his brother Bulwuntrow's handwriting was found, noting that 20,000 rupees had, on the 12th May 1845, been paid to Nursoopunt through Asaram Purboedas, and that this sum of money was taken away by Asaram, one of the arbitrators on the part of the firm, to a house in that part of Baroda where Nursoopunt was supposed to live; but this evidence is not sufficient to ensure a conviction on the charge, nor to bring the accusation home to the accused.

The Commissioner is aware that when a bribe is supposed to have been paid into the hands of a public servant, and no clue has been obtained as to how he spent or disposed of the money, it is hardly possible to establish the charge without the evidence of the payer or his agent; that evidence is not produced in this case, the agent being dead, and the goomashtas throw the responsibility upon Baba Nafra, while he throws it upon the deceased Bechurdas, and the case was therefore from the first hardly capable of judicial proof; it does not, however, leave Nursoopunt free from suspicion. There is no ground on which to found the idea that the case has been the result of conspiracy, and Nursoopunt's name appearing, as it has done, coupled with his disingenuous defence, leaves painful suspicions on the Commissioner's mind.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

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FIFTH CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere,*
Special Commissioner.

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FIFTH CHARGE.

(A.)

MEMORANDUM of Expenditure during the Month of Ashwun, Sumvut 1904.

Date Vudh 8th. That on Vudh 9th, paid Nursoo Punt Tatia in part of a note for 78,070 rupees, on account of the dispute about the boy - - - 28,070 rupees.

5,000. 23,070.

(True translation.)
(signed) *J. T. Jameson*,
Assistant Commissioner.

(B.)

Shirree Nur Hurree (Invocation of Deity).

MY request is, you have not yet sent the sum here, according to your promise. This is not proper of you. This is my petition.

(True translation,)
(signed) *J. T. Jameson*,
Assistant Commissioner.

(C.)

Shree Nurr Hurree.

THIS is my request; up to the present time the whole sum has not come. This is not becoming your dignity. This is my petition.

(True translation.)
(signed) *J. T. Jameson*,
Assistant Commissioner.

(D.)

TRANSLATION of an Extract from the Proceedings of the Committee appointed to examine Hurry Bhugtee's Treasury.

ON the 7th April 1851, the door of the Jamdar Khana, situated on the southern side, was opened, after which we got Khidmutgar Hurreea to open the lock of the door of the inner room, and Shumbooram Bhaee seated himself upon the large chest in this room, which was the last left to be examined. Ghujjanund Abba, Trimbuck Shastree, Wujoobhaee, and Soorujram were standing by when this chest was caused to be opened by Khidmutgar Hurreea, and the articles contained in it brought out to the outer room and placed in front of the door. After which the whole of the committee came to the door and commenced the inspection of the things. After having inspected them, they were immediately returned to the chest from whence they had been taken; and to guard against any misappropriation, Ghujjanund Abba was by the committee stationed in the room in which the chest was, and Wujjoobhaee was made to sit on one side of the threshold of the door of the room on the outside of it, and Khidmutgar Hurreea on the inner side of it, while Mooneem Peetambardass opened the bundles, &c., and showed the contents to us all, and after taking an inventory of the same, he handed them over to Hurreea Khidmutgar for the purpose of being returned to the chest. In this manner, while the inspection was going on, four silver "lotas" turned up, two of which were empty, and the other two contained small cloth bundles. One of these lotas was first examined, and found to contain gold mohors tied up in parcels. On taking out the cloth bundles from the other lota to examine them, two were found to contain papers, and the others jewels. The whole of the parcels containing jewels the moneem examined, and caused their contents to be noted down; after which he opened the two bundles containing papers, and on reading the contents began smiling, and his brother, Premanund, who was seated near him, also read and examined these papers; upon which the whole of us asked Peetamberbhaee to inform us what these papers were about; he answered, " I will do so," saying which he laid the papers down. This caused the members of the committee to entertain suspicions in the matter, and they consequently insisted upon the papers being submitted for their inspection. On this the Mooneem Petamberdass made these papers over to Shumbhoorambhaee, who after perusing them handed them over to Trimbuck Shastree; after which the members of the committee, viz., Ghujjanund Abba, Venaik Appa Babajee, on the part of Parekh Mooteelal Soorujrambhaee and the fathers of both the Settanees, one after another, took and examined them, and entered them upon the proceedings of the committee,

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committee. This bundle and the other bundles of papers which had turned up were made up into one parcel, which parcel was sealed with the seals of the Nayadeish and Residency. Afterwards, when the whole business was finished, Rajah Shree Shumbooram, taking the parcel, went to the Maharaj and Bhow Sahib for the purpose of showing it and explaining the circumstance, while the whole of the members of the committee remained where they were. Shumbhooram on his return informed them that he had succeeded in seeing the Maharaj, but that he could not see the Bhow Sahib, and therefore that he would take the packet with him, have an interview with the Bhow Sahib, inform him of the matter, and afterwards join Soorujrambhaee at the "Jhamp." On saying this, Shumbhooram went towards Bhow Sahib's, and the members of the committee having got up went to their respective homes, and Soorujram, saying that he was going to the Sahib, also left. This is what took place on the date above mentioned.

Soorujram Gungaram, the Residency native agent, the members of the committee, Gujjanund Abba on the part of Gopal Row Myral, Mooneem Babajee on the part of Pareck Moteelal Samuldass, Trimbuck Shastree, Veenaik Appa, Shumbhooram Khoopal, the Mooneem Goomashta, of the firm of Hurree Bhugtee Peetamberdass, Shah Wujjoobhaee and Bhanabhaee Khandass, inhabitants of Baroda, attended before the Resident of Baroda, Colonel Outram, and were interrogated in his presence on the 8th April 1851.

Question. A memorandum of what took place yesterday, the 7th April, is read over and explained to the whole of you, and you are called upon to state whether the circumstances occurred as recorded or otherwise?—*Answer.* The proceedings having been read over and explained to us, we declare that the circumstances therein detailed are correct.

You are shown a sealed packet, which you are requested to inspect, and declare whether it be the same one which you all yesterday caused to be made up of the papers which had turned up during your inspection of the southern jamdar khana, at the firm of Hurry Bhugtee, and sealed with wax, bearing the impression of the seals of the Neyadesh and Residency, and which you sent yesterday to the Residency by one of your members, Shumbhooram; and further, you are called upon to explain the contents of the papers contained in the said parcel?—The parcel shown to us this day by the Sahib we identify as the one which we yesterday sealed up, and sent to the Sahib by Shumbbooram, and we, having opened the said parcel, find it to contain the identical papers which we yesterday sealed up; and the contents of the papers in these two bundles contained in the said parcel are as follows:—

1. Parcel containing two papers; the contents of which are as follows:—

1. Paper, dated Veisak Sood 5th, Sumvut 1895 (17 April 1849); being a list of the jewels received from the house of Goomashta Ramdass Bhugwan.

1. Paper, motheaten, dated Cheitur Sood 13th, Sumvut 1896 (Thursday, 14 April 1840); being a memorandum of jewels.

1. Another bundle containing papers; the contents of which are as follows:—

1. A yad, dated the month of Ashwun, Sumvut 1904 (October 1848), as follows:—On Veidh 8th that* 9th (19 and 20 October) paid to Nursoo Punt Tatia 28,070 rupees, in part of the note for 78,070, on account of the dispute about the boy, as follows:—

5,000 and 23,070.

1. Chit. "To be honoured by 'Nur Hurree' (*i. e.*, the tutelar Deity). My petition is, that, according to agreement, the amount has not been transmitted to me, which is not worthy of you. This is the prayer."

1. Chit. "To be honoured by 'Nur Hurree' (*i. e.*, the tutelar Deity). My petition is, that up to the present time the whole of the amount has not been transmitted, and this does not redound to your greatness. This is the prayer."

The contents of the papers are as above particularised.

These papers, written by Nursoo Punt Tatteeya, at the Residency kutchery, viz., a rough memorandum regarding amounts in deposit; ditto regarding the Shastree's neemnook, regarding the Pagah of Bulvuntrao Guicowar, and the deposition of Baba Nafra, taken in the matter of Govindrao Guicowar, are all shown to you, and you are required to compare with them the two chits above stated as found with the memorandum for 28,070 rupees yesterday, and to faithfully declare whether the handwriting of the memorandum and the chits agree with, or whether there appears to be any difference in the handwriting of the other papers above mentioned?—Upon comparing the handwriting of the two chits above mentioned with that of the other papers, the handwriting of the chit in which "according to agreement" is mentioned, is exactly similar to that of the other papers, with the exception of a few letters here and there; but with reference to the writing of the other chit, it does not appear so clear, and consequently we entertain doubts in the matter.

To *Venaik Appa.*] At the time these two chits turned up yesterday, did you not, in the presence of the members of the committee, remark that the handwriting of one of the chits resembled that of Nursoo Punt Tateeya, which opinion you openly expressed, whereas today you have stated otherwise as above; you are called upon to explain the reason of this?—Yesterday these two chits turned up, and when I first inspected the one in which it is written "according to agreement," I thought the word "agreement" resembled the writing of Nursoo Punt, and this circumstance induced me to remark, in the presence of the members of the committee, that the writing of this chit was in the handwriting of Nursoo Punt.

* Sic orig.

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In your reply to the question put to all of you before, you have alluded to a yad, dated the month of Ashwan Sumvut 1904 (October 1848), to the effect: "On Vudh 8th, that* 9th (19 and 20 October), paid to Nursoo Punt Tatia, 28,070 rupees in part of the note for 78,070 on account of the dispute about the boy," and the writing of which yad is in Mahratta. Now the handwriting of this yad, and the handwriting of four papers which Wamunrow Wunkutes, *alias* Baba Nafra's brother, Baba Nafra had been required to copy with his own hand, are shown to you, and you are required to state whether the writings of these papers and that of the yad agree with one another, or otherwise?—Having inspected the other papers which have been shown to us, we declare that the yads numbered 5, 7, and 8, (two of which are copies of the yad for 20,000 rupees, and the other a copy of a yad regarding Godajee Pole's Paga), then if they were copied by the same individual, it is evident that the writer of them must have intentionally disguised and altered his handwriting while penning their contents, from which it is clear that he must have done so with some evil design. But in comparing the style and form of writing of the yad for 28,070 rupees with that of the paper, No. 6, which is a copy of a letter from Bulwuntrow Venketish to Doola Nowla, dated Falgoon Sood 8th (March), they both appear to have been written by the same individual.

On the 29th* March 1851, on your inspection of the northern jamdar khana, of the firm of Hurry Bhugty, among the papers that you were examining, there were discovered 34 papers regarding the law-suit that had taken place about certain money transactions in the Ahmedabad Adalut, between the firm of Hurry Bhughty and the family of Oomeea Sunker Hurreswur, of the town of Peitlad, and two (2) chopras on other subjects, which you made up into a parcel, and had sealed with wax, bearing the impression of the seal of the Neyadesh, and sent the same day to the Residency. This parcel is now produced and shown you to-day, and broken open in your presence, and a Mahratta yad taken therefrom, regarding a sum of 4,850 rupees, said to have been given as a bribe, and mentioning therein the names of certain European gentlemen and others, which is now shown to you, and you are called upon to state in whose handwriting this yad is?—It is advisable to send for other papers, when we can compare them with this, and then we will tell you what our opinion is.

Dated 8 April 1851.

(signed) *Soorujram Gungaram.*
Gopalrow Myral, in the handwriting of Gunputrow Ramchund.
Paruck Mooteelal Samuldass, in the handwriting of Babajee.
Tickum Shastree Munhore, in his own handwriting.
Venajeck Suddashew Nisbut Furnivies, in his own handwriting.
Mehta Shumbhooram Khoossalbhaee Nisbut Sircar Huzoor.
Patambur Shewlal, in his own handwriting.
Parick Wujjoobhaee Vancheedass, in his own handwriting.

Endorsed in English. *Bhanabhaee Kandass*, in his own handwriting.

Before me, this 8th day of April 1851.

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

* Sic orig.

(E.)

TRANSLATION of the Proceedings of a Committee appointed to Inspect and Report on the Treasury (Jamdar Khana) of the Firm of *Hurry Bhugty*.

ON the 26th March 1851, between one and two o'clock p.m., having opened the treasury, and examined the contents in committee, the following list thereof is submitted.

As Baba Nafra had the key of a small black wood escritoir, it was opened by Atmaram, the blacksmith of the firm of Hurry Bhugty; the contents thereof are as follows:

1. Six keys; 1. Loose papers, which are placed in a separate box; 2. Gold (Pootlees) coins; 11. Gold seals, old; 51¼ Chingsie, with "hoon."

One paper packet, containing as follows: Four pootlees, of which two are broken; five gold chingsie; four gold mohurs, one square gold mohur.

One paper packet containing one gold akota with silver gala; one earring dool with golden ring; one cloth bag containing 200 gold chingsees with hoon; one iron box filled with "matra" (medicine); 3½ pills (herun gurub), one wooden box containing "mattra" for melting copper.

One iron box filled with "bootee;" one piece of cloth containing "mattra" of herun gurub (medicine); two bracelets, two munka, of which one ornamented with pearls (dursunia); six

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six pearl earrings, tied in a piece of cloth; one Vatvoo, a bag for beetel nut worked with silver wires.

One silver box containing abruk marele juvrach; one sea fruit; one gold enamelled puduck (ornament for suspending from the neck) without jewels; two earrings of gold, enamelled without pearls; two phials, one of green, and the other of yellow "mattra" (medicine); one silver flower stem.

One bundle containing four pieces of gold, and some dust, weight altogether about one tola; one bundle of small rubies; one bundle of emeralds; one pair of bracelets, pearl, and 12 loose pearl munkas; one gold necklace (square links), broken; one gold necklace of six strings; one gold necklace, small, broken.

Four valli na prumna (for affixing to nose-ring), some loose pearls, and a sapphire, tied up in a red piece of cloth; one ruby tied up in a red piece of cloth; one nose ornament (kanto) set with small diamonds, and one large pearl and pearl appendages, tied up in a bundle; one ornament for the forehead, set with diamonds, without pearls, and broken, tied up in a bundle; one bundle of small rubies; two ear-drops of coral, tied up in a bundle; one emerald ear-drop; one diamond (chokee) neck ornament of gold, an emerald set in its centre; one puckearoo locket, set with one diamond.

One iron chest containing as follows: One pair of ear ornaments (chokra), with four pearls and rings; one bundle of small pearls; one bundle of strings of pearls tied in a piece of cloth; two paudri of gold, set with diamonds and pearls; one bundle of middle sized pearls; one bundle of small sized pearls in strings; one bundle of small sized pearls in strings; 10 rings, three diamonds, four rubies, one topaz, and two emeralds.

Thirteen large sized pearls of sizes, tied up in a bundle; one bundle of strings of pearls; one bundle of strings of pearls; one bundle of strings of pearls, small; one bundle little large, about the size of grain of a joowaree (not pure).

One bundle containing four large pearls; one "paudre" set with diamonds, rubies, but without pearls; one "paudre" set with diamonds; one bundle of small and broken pearls; one bundle of small and broken pearls; one bundle of large pearls.

One bundle containing four large pearls; two large pearls in a bundle; one large pearl in a bundle; three small pearls of Soojnee.

One small iron box containing 54 rubies of sizes set in gold, round and oval, for drops.

One bundle, large, containing four emeralds; one bundle containing two emeralds, oblong and oval shaped; one small emerald, oval; one large emerald, oval.

One bundle containing nine emeralds of sizes; one bundle containing one emerald, large and oval.

One paper packet containing six emeralds (round).

One bundle containing 14 emerald ornaments; one bundle containing two emerald ornaments, large and oval shaped; one bundle containing five emerald ornaments, oval; one bundle containing five emerald ornaments, small and round; one bundle containing one emerald ornament, large oval.

One paper packet containing (Lela Debaree) green foil; five small round emeralds.

One bundle containing silver flutes and bells.

One bundle containing one gold (hakotee) ear ornament; one gold (hakotee) ear ornament, enamelled; one gold chain with mandleya of three strings.

One bundle of silver bells.

One iron box containing one silver (rackdee) wrist ornament cased with gold; one gold (bhoglee) pipe of two joints twisted; two large diamond rings; one bundle of (pookraj) common cheap diamonds; one pair of "kurun phool" ear ornaments, set with diamonds and pearls; one bundle of small rubies; one ring ruby with seven loose rubies; one (puddock) neck ornament set with diamonds; one large ruby, oval; one diamond "keemnoo" nose ornament with loose pearls; one diamond mungle sootue with pearls.

One box containing diamond mandulleeyas, &c.; 24 mandulleeyas; one goshwaroo (ear-ring), and one small ornament; altogether 26.

One iron box for keeping the jewels of the household god, enamelled and set with pearls.

One iron box containing three gold tassels of the pillows of the household god.

One iron box containing some large pearls tied up in red silk.

One box containing one diamond jewelled bracelet tassel with the centre stone unset; one bundle of enamelled ornaments of the (thakoor) household god; one jewelled kulgee set with rubies and emeralds; one gold chain bracelet unjewelled.

One iron box containing (17) seventeen diamonds, some wrapped in cloth, and some in paper; 17 paper packets; and one bundle of jewels, and one bundle of three or four diamonds.

One small box containing a large emerald ear-drop and two ruby beads; total 3.

One box containing one pair of pearls sulleeyas; one box containing sundry gold articles, gold beads, &c.; one box containing five small and large emeralds; one box filled with ruby beads and loose rubies, large and small.

One box filled with enamelled work and other ornaments, in different bundles.

One iron box containing one pair of armlets set with pockraj (common diamonds) and pearls.

One iron box containing one pair of "kap" ear ornaments without chains; two gold ("gop") drops; one (chooree) armlet, and one ("kungun") armlet; one chain bracelet not jewelled, and a punkwalee (nose ornament) set with pearls.

One iron box containing sundry bundles of rubies.

One iron box containing a string of large pearls.

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Another large chest which was opened with key; the contents are as follows:—

One necklace of emeralds, oval shaped, set with rubies and diamonds, alternating with pearls, and a memorandum of the same along with it.

One wooden box containing one pair of gold "kudoo," and one gold hurdee (necklace), filigree worked.

One bag containing one pair of silver (nukar kulo) anklets; one chain anklet, and one pair of armlets; one pair of flowers; one waist chain, waist ornament, one spoon; one double waist belt; one haslee necklace of silver cased with gold; 21½ rupees (cash) tied up in a bundle; one bundle of silver bracelets; one bundle containing silver flowers for ornamenting the god: one copper box containing one pair of gold bracelets jewelled at the openings; one pair of gold bracelets; one bracelet of silver cased with gold; one gold bracelet (goojree); one pair of gold ("dursunia") bracelets; one solid gold (toolsee) neck ornament; one necklace of (pootlees) gold coins; one pair of gold bead bracelets strung on silk; one "hurdee" gold bracelet strung on silk; one gold (bairkee) bracelet of hollow gold beads; one gold ("thurnumeyo") head ornament set with rubies.

One iron box containing one bracelet set with diamonds, rubies, and emeralds; one pair of diamond bracelets.

One iron box containing a necklace of diamonds, rubies, emeralds, and pearls, together with a memorandum of the same.

One brass box padded inside, containing a single emerald drop; one nose-ring.

One wooden box containing a pearl nose-ring.

One iron box containing one gold necklace (chundun har); one bracelet of enamelled gold; one shoke pugla, gold, with rings complete; one gold necklace of small gold coins; one gold armlet with belts; one necklace of two strings of gold beads, broken; one gold (mohun malla) bead necklace of two strings, and filigree worked.

One iron box containing gold bracelets.

One silver box set with cornelians containing strings of pearls, shown to the committee.

One iron box containing silver "ramnomy" and other sundries.

One iron box containing one pair of gold ("akota") head ornaments set with pearls; three ear ornaments (julluckeea) set with pearls; one pair of ear-rings set with pearls; three common rings, one diamond, one sapphire, and one ruby.

One iron box tied up with cloth and containing also cloth; in other respects empty.

One bundle containing a pair of gold bracelets.

One iron box containing jewelled dice, &c., and other sundries, rings plain and set, one piece of gold weighing one tola, common pearls, glass bead, &c.; two quicksilver cups, one large and one small.

One bag containing one pair of bracelets twisted, of gold, with pendants; one pair of gold bangles with pendants; one waist-belt of gold (chain pattern); one pair of sankla gold bracelets; one pair of gold chain bracelets; one gold toolsee without belts; two pearl ear-rings; one jewelled (nuckla) head ornament.

One bag containing one pair of solid silver bangles; one armlet of silver, with belts attached; one pair of silver toe ornaments; one gold chotecoo, one gold ring; one nose-ring set with pearls (worn at Surat); one parcel containing hollow gold bracelets; one bundle of silver filings.

One parcel containing a broken necklace with maduleeyas, having "Ramnomy" inscribed thereon; one bundle containing coral; one parcel containing three pieces of quicksilver ball; one bundle containing one pair of silver chain, and one pair of silver anklets, hollow, with the belts attached; one pair of silver anklets, loose piece.

One small black wood box opened with a key, containing another box, of which the contents are, viz., one pair of small gold bracelets; one pair of small gold bracelets chains (achora); two gold bottles (mangoe shaped) for holding utter; one pair of new jewellery gold bracelets; one small parcel containing silver filings; one parcel of gold filings.

One iron box containing one pair of bracelets set with diamonds, and five large emeralds; one pearl necklace of two strings; one pearl necklace of one string, with a (puddock) pendant set with rubies and emeralds; one beckwallee (nose-ring worn by mothers whose children have all died) set with two large pearls and emerald drops; one gold kundera (waist chain) double, and the fastenings set with diamonds and rubies; one pair of gold earrings, with four large pearls; one piece of gold wire; one bundle containing four large pearl beads with rings loose; one bundle containing four rings, two diamonds, one ruby and one emerald; one bundle containing a beckwalla nose ring, with two emerald beads, chased, and a diamond drop; one earring made of diamonds and emeralds suspended together.

One iron box containing one (chottloo) female head ornament set with diamonds, composed of nine ornamental flowers and two tassels attached; one (rakhdee) bracelet, and one (ceesphool) head ornament set with diamonds and pearls; one chinna moon-shaped ornament for the head, set with diamonds and pearls; two ornaments for fastening the hair, set with diamonds; one mood set with diamonds; one bundle containing a broken necklace of diamonds and pearls; ten silver belts.

The inspection of the above articles occupied the committee till 5 p.m. The contents of three chests were examined, when, as the time was up, the committee closed operations for to-day. A memorandum was attached to each of the three chests as soon as the examination of each was completed. When the keys of the jamdarkhana were collected together, and the Neyadesh's seal impressed thereon, they were made over to Soorujram, and the members of the committee adjourned to their respective homes.

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Thursday, 27 March 1851 (Phalgoon Vudh 10th, Sumvut 1907).

Gujjanund Appa, Trimbuck Shastree, the mooneem of Moteelal Samul, Babajee on the part of the Turnuveish Veenayeck Appa, Shumbhooram Khoossal, the fathers of both Settanees, with their mooneems, having assembled, resumed their examination, the result of which appears below:

One small box, containing two kummals of filigree work; two spoons of copper and brass, mixed.

One bag containing five silver cups fitting one within the other; one silver cup; one silver jug with spout; one silver rosewater bottle; two silver English hot-water dishes; one silver large drinking jug; one silver enamelled rosewater bottle; one silver filigree worked water bottle; one silver filigree chased work-box, with four silver cups in the inside; two silver salvers, one plain and one chased; one silver tassel; five silver (chumboories) drinking cups of sizes; one silver cup (wassoodew walloo); one silver cup; one silver enamelled (chowphut) spice box; three silver enamelled boxes of sizes; one silver turbannoo salver; one silver box for holding pan soparee; one silver spice box.

One silver pot containing ivory toys of the household god; one ink-stand with ink-bottles, &c., of a mixture of brass and copper; one silver lotta; one silver pot (degree); one silver box, flowered; one silver pot, small.

One silver lotta, containing ("yakootee") a strengthening medicine made of powdered pearls; one pair of clogs, with silver straps; one jeerut gundee of silver; one small silver lotta; two mangoe shaped boxes, one small and one large; one silver chunaloo for holding choona; one silver pestle and mortar for pounding beetelnut, &c.; one silver small mangoe shaped box; 13 silver arugeeya; one silver spoon; one silver pot filled with scented oil for rubbing on the body; one silver water-jug; one silver box, small; two silver Veshnoopud (stands for holding the image of Veshnoo), one large and one small; one silver rosewater bottle.

One bag containing 14 silver stamps for marking the forehead; one bag containing sundry silver horse ornaments, head-stall, &c.; one silver belt of Thakorejee's (household god); one mortar of black stone.

One large box containing old clothes, musk, saffron, &c., and the following ornaments: One pair of silver anklets with belts; one linked waist-belt of gold; one pair of gold (patteya) straps for the feet; one necklace, with loose appendages (manduleeya), and other sundries.

One copper box containing six silver cups, one within the other; one silver ramuemdevo lamp; one small box with key; on opening it with the key, found it to be lined with velvet, but empty; this is suspicious.

One bag taken out of the clothes-press containing the jewels of Ruttonjee Kandass, placed in pawn, the list of which is below, No. 8; one pair of gold bracelets; one gold image of the deity for wearing round the neck; two bracelets of copper cased with gold; nine gold bangles; one gold image of Ballajee; four pieces of gold with images impressed thereon; 44 gold coins (pootlees), and one patuleeo, in all 45.

One bag containing 242 gold mohurs; one pair of gold bracelets set with diamonds, and edged with pearls; one necklace of pearls and green beads with a jewelled (puddock) appendage attached, and 11 belts.

The memorandum accompanying this contains more things than we found and have noted above.

One box containing old clothes and other things, as stated below, No. 7; two silver cups; one silver transla saucer; one silver (turbannoo) dish; one silver water-jug with spout.

One box containing old and new clothes placed on a stair, No. 9.

One box containing a lot of papers, No. 10.

1. On summoning the goomashta of Ruttonjee Kandass to examine his box, No. 11, it was found to be empty.

1. A press placed on the top of this box was found to contain the following sundries stated below, No. 12:—Saddlery, silver head-stalls, crupper, and martingal loose.

1. A press embedded in the wall above the moree containing brass and copper pots, and also wooden and iron inkstands, No. 13.

One iron box padded with cotton inside, empty. The door behind the press, which is situated on the right hand on entering the jamdarkhana, is secured on the inside with a chain, and from the inside of the adjoining room in rear of this door. This same door is chained, and nailed up with a staple. On seeing this, Soorujram's suspicions being aroused, he called all the members of the committee together, and pointed it out to them. To the lower part of this door a piece of wood was nailed.

The papers which were discovered to-day have been put up along with the parcel of that were found and collected yesterday without being read.

While this investigation was going on, Moteelalbhoy and the Row Saheb came, and went away again, and it being about 6½ p.m., the inquiry was adjourned, and the bag containing the papers and the chests were sealed up, and placed in the jamdarkhana. Afterwards the jamdarkhana was closed, locked, and sealed up with the Nayadeish seal; the keys, amounting to 11, being strung on a string, were fastened up in a piece of cloth, and also sealed with the Nayadesh seal, and made over to Soorujram. The southern jamdarkhana from want of time was not inspected, for which reason it has been impressed with the Neyadeish's seal in wax; after which the members of the committee dispersed to their several homes.

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Friday, 28 March 1851 (Phalgoon Vudh 11, Sumvut 1907).

Soorujram attended this day at half past 11. Trimbuck Shastree came at 12 o'clock. After which Venaek Appa made his appearance, and then Ghujjanund Appa, and then Babajee on the part of Moteelalbhoy. As Bhanabhoy and Wajjoobhaee did not appear, they were sent for several times; when at length Bhanabhoy came and also Peetamberbhoy Mooneem. At half past two the inspection of the contents of the jamdarkhana was resumed. The bag containing the keys which had yesterday been sealed up was produced and shown to the committee, and then opened. Peetamberbhoy gave the keys to Hurrya Khidmutgar, and made him open the southern jamdarkhana. Underneath will be found the result of our inspection, and the list of contents.

One small box belonging to Bhyajee, No. 1, containing one silver inkstand chased, with a long pen-holder; one knife with sheath broken; one silver sicca dance containing five articles; one silver (chompbool) spice box; two silver bars, small and large; two silver pieces, small and large; three (siccas) seals and one mootub, also a seal in the Sirkar's name; one copper "abdarguree," gilt; one chased silver box; one necklace of copper, cased with gold, and having silver fastening; one small wooden box containing one ramnomee, coral, and necklace with pendant of gold; one small bundle containing small pearls; six silver flowers, ornaments for the head-stall of a horse; one chain, a piece of silver tied up in a bundle; one silver rose-water bottle; two silver cups, one large and one small; one silver waist belt of two lengths; one gold necklace with a ramnomee attached; one gold necklace of four strings, along with a copper case; one bag containing 456 gold coins (pootlees), an account of them found in the bag (four papers); one bag containing a lot of loose old pice and 22 rupees of different currency; one bag containing 14 pieces of silver, one piece weighing about two tolas.

One large wooden chest, No. 2, containing one dagger (kuttar); one bag, containing seven anklets silver, hollow; two silver dhodee and manduleya (appendages to necklace); one silver bracelet; two silver rings; one silver chain, gilt; one gold toolsi, tied with silk; one gold nose-ring; one gold head ornament (tunmuneeoo); one gold ear-ring; one gold ear-ring, without drop; one silver box, containing silver filings; 47½ rupees in cash.

One bag containing one pair of solid gold vankud vel (armlet); one pair of solid gold bracelets, small; one pair of solid gold bracelets, large; one pair of solid gold vungun bangles; one necklace of three strings, made of gold beads, strung on silk; one necklace of one string, made of gold beads, strung on silk; two necklaces of gold coins (pootlees) of Ramnamee, strings are of silk; one necklace (hanslee) of solid gold; one square piece of gold plate; gold ornaments for head and hair, viz., ketuck reewars, rakhdee and gunda.

One red wooden box containing two tandla phots with ramnamys of gold; one long gold chain of five lengths; one pair of head ornaments of gold, set with pearl appendage; one pair of pearl ornaments; two coral (kootwalleyas) ear ornaments; two ear-drops of gold, with pearls hanging; one paper parcel containing small pearls.

One green wooden box, containing two nose-rings of large pearls, as worn by Mahrattas; two nose-rings of small pearls; one solid gold hanslee (necklace); six ear-rings, gold, set with pearls; four coral ear-rings, small.

One bag, made of double cloth, containing one pair of silver anklets, carved; one pair of silver ankle chains; one pair of silver armlets (ghoda vauk); one pair of silver bangles for the feet; four silver anckra, made up like a rope; four silver ear-rings; one small iron box, containing silver rings with flower ornaments.

One bundle containing cloth, tied up, and also one iron box containing one gold hardee (rupees of gold with rings attached, and strung on silk), broken; one pair of silver bangles; two silver ornaments of the shape of the bumble bee; one silver huresa and four silver maduleeya.

One iron box contaiing 13 gold coins (pootlees); piece of gold for ornamenting the teeth.

One iron box, small, containing one toolsee necklace, strung on gold, with an ornamental appendage; one ring of turmoree; one necklace, gold ornament for the forehead, set with pearls and rubies.

One iron box (with a memorandum) containing two gold nose-rings, one large and one small; one toolsee chain, strung on gold, with pearls and rubies, also ramnamy; one pair of gold ear ornaments, with strings of pearls as drops; one pair of gold ear ornaments of another kind; one gold chain (sankra) with enamelled pugla appendage and mandulyas; two ear ornaments set with rubies; one gold phunkawala (ear ornament); six gold rings, set with precious stones; one string of small pearls; one gold ring; one gold coin, poottee; two gold beads.

One iron box containing one head ornament with strings of small pearls, broken, set with precious stones.

One bag containing silver ornaments, viz., one pair of silver anklets (kulla), carved; two (vankud vela) armlets; two gem ornaments for the feet; one pair of (vauk) bracelets with bells; one spice-box (chouphool); one mug for drinking water; eight toe rings, double; two flowered toe ornaments with bells; one linked chain belt for the waist.

One box, wooden, of moderate size, No. 3, containing a bag of silver ornaments as follows: one lota; one water cup; five drinking cups; one chunam box and chain; one nut-

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nut cutter; four waist chains; one pair of anklets; one pair of anklets (another sort), with bells; two pair of anklets (another sort), small; one (akora) chain ornament for children, with bells; one anklet chain, large; one (akora), chain ornament for children; one pair of flower-shaped toe ornaments, with bells; one pair of gein, small (child's plaything); one pair of flower-shaped toe ornaments; two neck chains, broken; one waist chain, with bells; one injection pipe; one chummer handle; one wooden hookah pipe, cased with silver; two silver boxes; loose bells; one clasp to anklet; two maduleeyas armlets, or appendage; one led, silver; one pair of bracelets; one lota; one cloth-bundle, containing toe-rings and other sundries.

One box, melon shaped, silver gilt.

One bag (double) containing one pair of bracelets, one plain and one enamelled; one gold necklace (hardee), various shaped beads strung on silk; two toolsees of gold; one necklace of nine lengths, each a little longer than the other; two gold bangles; two gold chain bracelets; one silver bangle cased with gold; one gold armlet; one gold bhurgallee, large; one gold bhurgallee, small; two pair of bead bracelets, one red and one green; one gold necklace strung on silk; one gold neck-chain of two lengths, and pudduck attached; one maduleeya for the wrist, of gold; one gold ear-ring, with drop; one bracelet of gold beads the size of grain of barley; one bracelet, copper cased with gold; one bundle containing 14 mohurs and 28 gold coins (pootlees), in all 42.

One bag, double, containing 16 bangles cased with gold; eight joonj bangles cased with gold.

One bag (double), No. 3, containing six boxes; one bairkee hollow-gold beads filled with wax and strung on silk; one bracelet of gold set with rubies; one gold chain of three strings; one gold manduleeya; four gold rings, three of which are set with stones, and one unset; one pair of gold ear-rings with small pearls, worn by boys; one gold link-chain of three lengths, with gold case.

One bundle containing one toolsee, rings, maduleeyas, ear-rings of pearls, and other sundries.

One small box containing gold finger rings of sorts, small and large, and other sundries.

One box containing one pair of gold ear-rings set with pearls, worn by boys; two gold link chains; three gold coins (pootlees); a lot of maduleeyas, ear-drops, and other sundries of gold.

One box containing a packet of gold filings and odd remnants.

One box, containing another inside, with the small ornaments of Thakoorjee inside.

One large box containing three gold bead necklaces, small and large; one pair of gold ear-rings; one pair of gold bracelets (Guzra); one gold necklace of three lengths; one gold chain of one length; one gold chain of two lengths; three gold bangles; one gold chain bracelet; one necklace of female, and toolsee linked with bells; one gold ear-ring set with pearls; one gold turfureeya set with pearls.

One bag containing several bundles of rupees of different currency, and reported by Bhayajee to contain about 2,764 rupees. In addition to this, this bag contained a bundle of account papers.

According to the above the committee having concluded their proceedings at half-past six, they adjourned, and put the seal of the Neyadesh and the Residency on the door of the jamdarkhana; and on the door of the southern jamdarkhana, which yesterday was sealed with the seal of the Neyadeish, that of the Residency was also affixed to-day. The door was then locked in the presence of the fathers of both the Settanees, the mooneem, and all the members of the committee. After this the keys, numbering 11, were tied up in the same manner as yesterday in cloth, and sealed with the Neyadeish's seal, and then made over to Soorujram for the purpose of being conveyed to the Residency.

Since the commencement and during the sitting of this committee, the proceedings have been daily taken down by Shumbhooram on the part of the Guicowar's Court, and by Herachund on the part of the Resident, and by Permanund, the brother of the mooneem, on the part of the firm. At the request of Soorujram, the back of the joining of the bunds of the Residency copy of the proceedings were impressed with the seal of the Neyadeish, in the presence of all the members of the committee, after having first compared it with the other two copies, which occupied the committee till six o'clock. It was then made over to Soorujram, and Sumbhooram took the Durbar copy, and the mooneem retained that for the firm.

Date as above.

The proceedings written below, which occurred on the 29th, are written on the 30th March 1851.

Saturday, 29 March 1851 (Falgoon Vud 12th, Sumvut 1907).

Soorujrambhoy and Herachund attended at the firm at 11 o'clock; Gujjanund Abba, Shastree Baba, Babbajeebhoy, Venack Appa, Sumbhoorambhoy made their appearance at 12, when Soorujram remarked that the papers which had turned up in the northern jamdarkhana had been placed in a bag and box, and sealed up without being examined, and that as the inspection of the jamdarkhana had now been brought to a conclusion, it was desirable that they (the papers) should be first submitted to examination. On this, the sealed-up bundle containing the keys of the jamdarkhana, which had yesterday been fastened up in the presence

presence of the fathers of both the Settanees, the mooneem, Peetamberbhaee, and the members of the committee, the two former having arrived after the proceedings of the day had been finished, was opened, and the key of the northern jamdarkhana given to Hurrya Khidmutgar for the purpose of opening it. The seals on the jamdarkhana were broken in the presence of Shumbhooram and others, and the bag and box containing the papers taken out. The seals on the bag were first broken, and the examination of its contents commenced. Peetamberbhoy and Wajjoobhoy, on this remarked, that this bag contains papers which it is necessary to keep secret, and that if they were read in the presence of all here, it will prove detrimental to our firm. On this the committee gave over to Peetamberbhoy the dufters, which they recognised as such, and directed him to select what papers it was desirable should be kept secret, and to put them all into a separate bag, when, after the examination of all the other papers had been gone through by the committee, the kamdars of both sirkars might inspect these privately. On this, Peetamberbhoy having examined and separated all the secret papers, put them into a bag; the other papers which remained to be inspected, as well as those in the box (the seals of which were broken in the presence of the committee), were then examined, and such papers, letters, chopras, correspondence, and yads which appeared to the committee to be suspicious were made up into a separate parcel, and the cover thereof sealed with the Neyadiesh's seal. The other papers which had been examined were put into another bag, and impressed with the Neyadiesh's seal. The papers remaining in the box, which had not yet been examined, were allowed to remain in the box, which was locked, and sealed with the Resident's seal. At the time of making up a parcel of the suspicious papers, which the mooneem's brother counted, 34 loose papers and two chopras were put into it, and after rolling them up in a handkerchief in the shape of a packet, it was sealed with the Neyadiesh's seal, and made over to Soorujram. The bag of papers and the box were placed in the northern jamdarkhana, under the superintendence of Shastree Bava. The jamdarkhana was then locked and sealed with the Residency's seal. Soorujram then told Sumbhooram and Shastree Bava to affix the Neyadiesh's seal on it as well, on which they replied that they had yesterday informed his Highness that two seals had been affixed to the jamdarkhana, when he remarked that the two Governments were one and the same, and that when the Residency's seal was fixed, the Sircar's one was unnecessary. For this reason the Resident's seal alone was affixed to the jamdarkhana, and the box and the 11 keys were tied up in a bundle, the Neyadiesh's affixed thereon, and then made over to Soorujram to take to the Residency. It being about half-past six, the committee broke up, and all the members went to their respective homes.

Date as above.

Sunday, 30 March 1851 (Falgoon Vud 13th, Sumwut 1907).

To-day after 11 a. m. Soorujrambhoy informed Sumbhooram that he had yesterday acquainted his Honour the Resident with the circumstance that the seal of the Residency only had been affixed to the jamdarkhana, &c., and that he had thereon said that as long as this investigation is going on both seals are indispensably necessary, and requested him (Sumbooram) to mention this subject to his Highness, and get an order for both seals to be attached, without which it would not be proper. After saying this, he came to the shop of Hurry Bhugty about 12 o'clock, and Shumbooram followed him there. Shastree Baba informed Venaik Appa yesterday that as the ceremony of investing the thread (Janoee) was to be performed at the house of his jujman to-day, that he would have to dine there, and that Gujjanund Abba was also going, and therefore he would not be able to attend to-day at the proper time. As they could not come, the investigation was postponed. The mooneem of Hurry Bhugty then represented that his Highness's sowaree purposed coming to the firm, according to yearly custom, in the course of to-morrow, for the purpose of receiving "rung," when the rose-water sprinklers, trayers, and silver lotas, and other necessaries which are at present in the northern jamdarkhana, which is fastened up with the seal of the Sircar, would be required, and that they must therefore be taken out; he further requested that the inspection should not be proceeded with to-morrow, as many arrangements would have to be made for the reception of the sowaree. Upon inquiring of Sumbhooram, it proved to be the case that his Highness's sowaree was expected at the firm at four o'clock. Gujjanund Abba came to the firm, and Babajee brought word from Motee Lall Parukh that his Highness intended visiting him also in the course of to-morrow, and that consequently he would have to attend at the Waddya to give the necessary invitation, and to prepare the rung, and make other arrangements, which would prevent his attendance at the committee both to-day and to-morrow, and consequently he has not made his appearance. For this reason, in the presence of Gujjanund Abba, Shastree Baba, Soorujrambhoy, and the fathers of both the Settanees, and the mooneem Peetamberbhoy, and Sumbhoorambhoy, the keys yesterday sealed up were again broken open, and after examining the seals on the northern jamdarkhana to see if they were correct, the key was given to Hurry Khidmudgar, who unlocked it, and the following silver articles were taken therefrom by Wajjoobhaee and Mooneem Petamberbhoy: four rose-water sprinklers; one copper tray, silver plated; two lotas; one cup, large.

The above-mentioned seven silver articles and one copper one were taken out, made over to the mooneem; after which, the door was closed and locked by Hurrya Khidmutgar, and Sambhooram was requested to affix the seals of both Sircars thereto, on which Sumbhooram

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bhooram told Shastree Bawa and Gujjanund Abba that it was the Resident's wish that two seals should be placed, and that his Highness had ordered that if such was the Resident's desire, that it should be done; therefore the Neayadiesh as well as the Residency seals were both affixed to the door of the jamdarkhana, and the 11 keys were in the same manner as yesterday again tied up in a bundle and sealed with the Neayadiesh's seal, and given to Soorujram to take to the Residency. It being then about a quarter to six, the committee broke up.

Date as above.

The proceedings which were omitted to be recorded on the 11th Falgoon Vudh, are this day inserted, as follows:

After the inspection of the southern jamdar khana had been concluded, Surujram called Gujjanund Abba and Shastree Bawa aside, and informed them that the Resident had desired that a room situated on the third story be examined, and requested them to go with him and inspect it. Thereon these three, accompanied by Pietambur Bhoy, Damodhur, the goomashta of the firm of Samul Bhugty, went up-stairs, and, in the presence of Shastree Bawa and Gujjanund Abba Soorujram, caused the door of a room at the top of the stairs to be opened, which was found to contain papers; amongst these was a new duftur, regarding which Damodhur and Goverdhun were questioned. They replied, that the ("khurda") rough cash account books for the year, after being entered into the ("roz mell") daily account book, are kept in this room, and consequently the "khurdas," &c. for the year St. 1906 (A. D. 1851), have been deposited in it. On this the other papers were examined, when it was apparent that the khurdas were placed there in regular yearly succession. The room was thereon closed again. Soorujram then asked Damodhur where the chopras of the firm of Samul Bhugty were; he pointed them out, placed in the eastern jamdar khana. After this, all the chopras found on this floor were examined, and Damodhur was asked for the chopras of the Potedar firm for St. 1895 (A. D. 1835), when he showed all the books for the separate years. From amongst those, on examining these for the St. 1897–98 and 1899 (A. D. 1841–42 and 1843), and turning over the leaves near the end of the one for St. 1899, a loose paper was found, and on asking Damodhur what it was, he stated that it was the balance-sheet of accounts for the year, and, on examining it, such proved to be the case. It was then replaced in the book, the room fastened, and we all came down stairs.

Tuesday, 1 April 1851 (Falgoon Wudh 30th, St. 1907).

Yesterday, as the Gaekwar's sowaree came to the firm to receive "rung," the proceedings of the committee were postponed. To-day, Soorujram Bhaee, at 11 o'clock, and Venaik Appa, Gujjanund Abba Shastree Bawa, Babajee Bhaee, at 12 o'clock, and Peetambur Bhaee, at one o'clock, attended at the firm. Upon inquiring for the fathers of the two Settanees, they were found out to be in the shop, when a person was sent to call them, and Bhana Bhaee made his appearance some time after two o'clock. Wujjoo Bhaee was at the firm when we first went, but, under the pretext of going to take his meal, he went away, and did not come back again. A man was sent several times to call him, and at three o'clock he sent word to say that a relation of his was very ill, and consequently he would not be able to attend. For this reason, in the absence of Wujjoo Bhaee, the business could not be proceeded with to-day. The members of the committee then represented that they would not be able to attend to-morrow, as it was a holiday, "Godee Phudoo," when it would be necessary to attend upon and present nuzzerans to the Mahraj. For this reason no business will be transacted to-morrow. The members sat till four o'clock, and then dispersed.

Dated as above.

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3 April 1851 (Chitur Shood 2d, St. 1907).

Shortly after 12 o'clock, Soorujram came to the firm, and sent for the other members of the committee; whereupon Trimbuck Shastree, Gujjanund Abba, Veenayek Appa, Sumbhooram Khoossal, Babajee, and Bhanabhaee made their appearance. A person was sent to call Wujjoobhaee, and from his not coming the whole committee were delayed. Shortly afterwards he came, when the Moonim Petambur was sent for, and owing to his not coming the committee were again delayed. After sending two or three sepoys for him, he at length came at about three o'clock. The seal on the keys was then shown to all the members, and on being broken they were given to Hurrya Khidmutgar, and he was made to open the southern jamdar khana, after the seals thereon (of the Residency and the Neayadiesh) had been first examined to see that they were correct. In this jamdar khana a box was pointed out by Hurrya Khidmutgar containing papers, which was opened, and papers rolled up in a handkerchief were discovered. Without examining these, the box was again closed, and ticketed No. 4. A chopra was found lying open in the jamdar khana, which Hurrya said was one that had been saved from the fire which burnt down their branch firm at Surat, and deposited in the jamdar khana. At this moment a (Khidmutgar) servant of the Settanee Maha Luxumee called from below to the committee, that his mistress wanted to see the members of the committee below. Upon this we all went down to her, when she begged us to inform the Sircar that if all the papers are examined, that the secrets of the firm would be made public, and that it ought therefore to be put a stop to. On this Soorujram

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rujram and Sumbhooram informed her that the suspicious papers did not appear separately, and besides that no goomashta of the firm would produce a paper which would specify what kind of articles and how many there were in the firm during the lifetime of the Sett, and how many there are at present. We added, "We must be informed on this point; therefore an examination of the papers of the firm cannot be put a stop to. On this subject, if you have any representation to make, you must prefer it to the Resident or the Sirkar, who will give orders, without which we can do nothing in this matter." Having given her this answer, we all again came up to the jamdar khana. The jamdar khana had in the meantime been locked, which we got Hurrya to re-open, and commenced the investigation of the contents of the box No. 5, which consisted of gold, silver, and brocades, and other odds and ends; having inspected which, we put back into the box, closed it, and ticketed it as having been examined. In this jamdar khana another large box was examined, and it was found to contain female clothing (shalls*), dupoottas, braid, "tupa," and other cloths. This box was closed, and numbered 6. Another small box without a lock was examined, and found to contain empty glass boxes, and a bangle, &c. This box after inspection was ticketed No. 7. A box was examined and found to contain empty boxes and other sundries, and was ticketed No. 8. Another large box was examined, and found to contain "agraee dureeyaee" (kinds of cloth), green, yellow, and white, and other colours, which after inspection was ticketed No. 9. One small box was found to contain empty boxes (wooden), and on being inspected was ticketed No. 10. One small box with compartments was found on examination to be quite empty; this was closed, and ticketed No. 11. Another small box was also found to be empty, and ticketed No. 12. One large box on castors was found to contain bundles of papers tied up, which was again closed without being subjected to examination, and ticketed No. 13.

When the examination above detailed had proceeded thus far it was about six o'clock, and as there was not sufficient time to examine the bundles and packages, &c., still left to be inspected, the business of the committee for the day was brought to a termination, and the southern jamdar khana was again locked and sealed up, when Gujjanund Abba intimated that the thread ceremony ("junoce") of his brother, Mahadeo Baba, would take place on 5th Soodh, and consequently that from to-morrow he would be engaged in issuing invitations and other ceremonies attendant thereon, which would prevent his attendance, but that he would send another person to attend in his stead. To this we replied that he would acquaint the Resident and his Highness with this circumstance. After this the 11 keys were tied up in a cloth bundle, and sealed with the Neayadiesh's seal, and given to Soorujram to take to the Residency. On this the members of the committee went to their respective homes.

* Sic Orig.

(Friday, 4th April 1851 Chuiter Soodh 3d, St. 1907).

To-day, at 11 o'clock, Soorujram, after going to the Durbar, came to the firm of Hurry Bhugty, and by a little after 12 o'clock, all the members, as follows, had assembled: Shastree Trimbuck Munoher, Venaik Appa, Babajee, Bhanabhaee, and on the part of Sumbhooram (who had gone into camp) his carkoon, Purshotumdass. As Petumburdass Mooneem and Wujjoobhaee did not make their appearance, a person was sent twice or thrice to call them, and as they were a long time in coming, the committee was delayed thereby. In the meantime, on sending again, Wujjoobhaee arrived, and shortly afterwards, about two o'clock, Mooneem Peetamberbhoy came. The committee then, having examined the seal on the keys and then broke them, and afterwards having also inspected the seal on the southern jamdar khana, Ballajee Wallee gave the keys to Hurrya to open it, who unlocked it and took out therefrom 31 bundles of old and new silk and other cloths, and having opened and examined them, they were replaced in the jamdar khana. As the ticket on box No. 2 in this jamdar khana, in moving about the different boxes, had got torn, it was taken off and a new one attached in its place. It being about five o'clock, the proceedings were closed for to-day. Gujjamund Abba, on the part of Gopal Row Meiral, owing to the thread ceremony going on in his brother's house, did not attend to-day; Sumbhooram, having gone up to camp, likewise did not attend, but he sent his carkoon in his stead. The bundles, as above stated, were replaced in the jamdar khana, which was then closed and locked, and according to custom two seals affixed thereto; after this the 11 keys were again made up into a bundle, sealed with the Neayadiesh's seal, and made over to Soorujram to take to the Residency, and the members adjourned to their respective homes.

(5th April 1851 Chuiter Soodh 4th, Sumvut 1907).

To-day, at 10 o'clock, Soorujram attended at the firm of Hurry Bhugty; Shastree Baba Venaek Appa, Babajee, Peetamberbhaee Mooneem, Seembhoorambhoy, and Bhanabhoy also attended, but Gujjanund Abba did not make his appearance till three o'clock, owing to the thread ceremony of the son of his brother, Mahadow Raow Baba. After which the seal on the keys were examined and broken, and the keys were given over to Hurryo for the purpose of opening the southern jamdar khana (ballajee walla), the seals on which after being inspected, it was opened. There was a room in this jamdar khana towards the east, which was locked, which was caused to be opened, and from it a middle-sized box was taken, which was also opened, and found to contain the following articles, silver things:

One box of silver articles, No. 14, as under: six rose-water sprinklers; two spice-boxes, of

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of sizes; one image of the idol Mahadeo; one chammer handle; one looking-glass frame; three ornamental bottles, of sizes, for holding uttur; three enamelled boxes; one sword-handle; one sword-handle, gilt; one peacock with bells, gilt; one box filigree worked; one spectacles case; one bangle; two spoons; one salver; one knife, with handle and sheath of gold; one horn with a gold mouthpiece; one box made of Kantee iron, containing cut pieces of silver, bells, and other sundries also, and necklace (banslee) cased with gold; one silver cup.

One small box (escritoire), No. 15, on examination, was found to contain one string of gold beads for the neck, one bracelet (goozuree) gold, contained in a bag with a memorandum; one bag containing 100 rupees in cash, a memorandum of which was in a separate envelope; one bag containing 12½ rupees; one silver spice-box; one silver cup; one silver drinking vessel ("abkhora"); one teertgundee with case; two silver chukta (ornament for horse trappings) with silver filings; one silver bangle cased with gold; one thin piece of gold; one gold head ornament set with rubies; three gold ear-drops; two gold bangles (solid) twisted.

One bag, with a memorandum, containing seven Bombay rupees; 43½ Babasayee rupees; one necklace cased with gold; one hurdee (necklace) of gold string on silk; two gold rings (ribbed); one parcel containing ("ramnamy") ("chandla") ornament for the forehead, and two ear-rings of gold.

One copper box containing seven rings, four of "thurmurry" and diamonds, and three of emeralds; one ear ornament set with rubies and pearls; one pair of ear ornaments set with pearls.

One brass box containing one pearl nose-ring; one large head ornament with an emerald drop; two pairs of pearl (patteya); three pairs of pearl (chulleeyo) bracelets.

One iron box containing one enamelled "ramnomy" of gold; one emerald ring; one ring set with hyaroo and kuddoo; one parcel of diamonds from Vullundewa; one surpech flower set with diamonds, and the centre emerald loose; three gold dollars (ral); one gold (pootlee) coin; one gold mohur; one gold ramnomy; one large pearl bead; one emerald drop.

One iron box containing one bracelet with chain, set with diamonds, and a large emerald in the centre; one pair of bracelets, enamelled, and set with diamonds; one bag containing two pairs of silver anklets carved.

One bag containing 500 seeyasaee rupees.

One small box, No. 16, examined, and containing one bag, in which there were the following articles:—One piece of silver; two pairs of silver anklets; one pair of ("achoras") waist chains for children, sundry silver waist fastings and necklace clasps, &c.; one bundle of silver-gilt spangles.

One bag containing one gold (akotee) ear-ring; one bundle of small bead pearls; three gold ear ornaments (thulkeea); one packet containing gold bells and other sundries; one small nose-ring of pearls set with rubies; one necklace (hurdee) of gold; one thurumneeo (hurdee) with glass beads; one bundle of small pearls for suspending to nose ornaments; one bundle of gold wire weighing four vals (four grains); two yads tied up in a piece of cloth, of which the following is the purport:—1. A yad of the jewels distributed in charity at the Sett's death. 2. A yad regarding the armlets prepared for the second Settanee.

When the examination had proceeded thus far, it was six o'clock, and the inquiry was postponed. The inner room of the jamdarkhana was then locked, and afterwards the outer one by Hurrya Khidmutgar, which was then sealed with the Residency and Neyadiesh's seals. On this Gujjanund Abba, Venayek Appa intimated that they would not be able to attend to-morrow in consequence of the thread ceremony coming off in their houses, and requested Soorujram and Shumbhooram respectively to acquaint the Resident and Mahraj of the circumstance, and get the inspection deferred till another day.

The keys, 11 in number, were then, as usual, tied up in a bundle and sealed with the Neyadiesh's seal, and given to Soorujram to take to the Residency. A memorandum of account of 525 rupees, which belonged to the jamdarkhana, was placed in deposit with Mooneem Peetamberbhoy. The committee then broke up, and the members went to their respective homes.

Monday, 7 April 1851 (Cheitur Shood 6th, Sumvut 1907).

This day, at 12 o'clock, Soorujram attended at the firm, and before him Trimbuck Shastree and Venayek Appa had arrived. A person was then sent to summon Gujjanund Abba, Babajee, Wajjoobhaee, and Peetamberbhoy, and at three o'clock they had all assembled, with the exception of Wajjoobhoy. He was sent for three or four times, but did not come. After waiting for him till half-past three, we caused the southern jamdarkhana (Ballajeewalla) to be opened by Hurrya Khidmutgar, and also the lock of the inner room. In this there was one large chest still remaining to be examined, which on opening was found to contain the following silver articles:—49 large and small (wadakee) cups; seven trays (thalees); two cups used in religious ceremony (punch patio); one drinking cup (abkhora).

Four lotas for drinking water. In one of these were 43 gold mohurs, and gold coins (pootlees) 18½, and in another were the following articles:—One silver kundora, waistband of two lengths; one pair of silver flower ornaments for the feet; one tossel for ornamenting corner of bedstead; one silver (sanglo), a necklace whose pendants are all of different shape; sundry bills, tossels, and kundora bills, &c.

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Two cloth bundles, in which some papers were tied up, and which were discovered by Mooneem Peetamber. They were opened and read. The following is a statement of their contents:—

One bundle, containing one yad, dated Asso Vud 8th, Sumvut 1904, being a statement of a sum of 28,070 rupees paid in account to Nursoopunt Tatteea on account of the dispute about the boy; one chittee, to the effect that "the whole sum has not been paid up; this is not becoming your dignity"; one chittee, to the effect that "according to agreement the money has not been sent here. This is not becoming of you." On the heading of these two chittees is inscribed the words "Nur Hurree." The above three papers were shown to the committee, and afterwards tied up again and placed in security.

One bundle, containing two papers, one about the jewels of the goomashta Ramdass, and the other a memorandum containing a list of the jewels for Sumvut 1896 (A.D. 1840). These two papers were again tied up and placed in security.

One bundle tied up with cloth, containing 30 rupees cash; one silver (kundora) waist-belt; one silver bangles (kulla); one pair of silver chain anklets; one silver cup (warkee).

One cloth bag, containing one pair of hollow gold bracelets; two gold necklaces of solid gold beads, and each of two strings; one necklace of gold coins (pootlee) strung on silk; one gold bag; one gold necklace (chundun har) of 11 strings, each larger than the other; one gold necklace (chundun har) of nine strings; one gold twisted armlet, small; one pair of gold bracelets (dholkee), the beads of which are of the size of barley; one pair of gold bracelets (dursonio), the beads of which are alternately of gold and glass; one gold necklace (hardee) strung on silk; one bangle of silver cased with gold; one gold tunmuneeys, with ring, and set with precious stones; three madulleeyas chased, of sizes; one gold enamelled ear-ring with drop; two gold ear-rings set with pearls; two gold enamelled ear-rings; one small enamelled gold drop; two gold enamelled ramnomy chokey; one gold ring set with rubies; one gold necklace set with rubies and pearls; one gold enamelled ramnomy; one gold nose ornament set with rubies and pearls; a quantity of small pearls; two pearls, large and small, but middle-sized; one small bag containing 273 gold coins (gubur), pure gold and pootlees.

One cloth bag tied up, containing one pair of silver anklets (tora); two pairs of silver anklets (tora), large and small; two pairs of silver flower-shaped ornaments for the feet; one pair of silver, of ghein; one pair of silver anklets, carved.

One small wooden box, containing one pair of gold "gate," filigree worked; one pair of gold ornaments for feet (network); one pair of gold network (dora) rope; one gold necklace with madulleya attached; one gold chain of four lengths, with madulleya attached; one silver empty box; one large nose-ring of the Duccan pattern, set with large pearls and five emeralds; eight forehead ornaments set with diamonds, rubies, and small string of pendant pearls; one forehead ornament of pearls.

One iron box, containing one pair of gold bracelets, network; one gold necklace (heera kuntee) of 14 strings; one pair of gold ("jow") arm ornaments; one pair of gold bracelets of flower-shaped chains; one ornament for the neck, of gold, attached to a gold chain, and set with rubies; one gold "chanteeoo"; one gold toolsee set with rubies, and broken; two fastenings of gold chains set with diamonds and rubies; one bag containing gold toolsee's beads, and other gold sundries; two gold rings set with rubies.

One bag containing 30 gold (pootlees) coins.

One bag containing sundry pieces of gold.

One bundle containing four gold rivet pins, heads set with rubies.

Four silver rings for the toes, and one silver pin in a bundle.

One bag containing one gold necklace (chundun har) of five strings; one gold pair of twisted armlets; one gold pair of twisted armlets, large size, the sides of which are set with diamonds, rubies, and emeralds, and small bells attached.

One iron box containing one pair of bracelets (dursunees), pearl.

One small wooden box containing one pair of gold armlets ("Ghoru wank"); one pair of gold ghot, double set; five solid gold (pootlees) anklets; one gold armlet set with diamonds; one necklace, of nine kinds of precious stones; one gold armlet, unset; one inkstand, gold and filigree worked; two gold oil lamp-stands, supported on gold peacocks;—102 rupees cash.

After examining the articles above noted, they were replaced in the big box, and the keys, which were found wrapped up in a piece of red dungaree in the drawer of the same box, were again carefully put back into the same place, and the box then locked as before. The three papers above mentioned bearing reference to Nursoo Punt, and the two lists of jewellery, altogether five, in two bundles, were made up into a paper packet and sealed with the Residency and Nayadiesh's seal; the inner room was then locked up afterwards in the presence of the whole of the committee, the fathers of the two Settanees, and the moneem. On the inspection being completed, the door of the outer Jamdarkhana was shut, and fastened with a padlock by Hurrya Khidmutgar, and the seals of the Residency and Nayadiesh attached. The 11 keys were then tied up in a piece of cloth, sealed with the Nayadiesh's seal, and made over to Soorujram to take to the Residency. When this was completed, it was about 6.30. P.M., and all the committee began to disperse to their homes. The bundles above mentioned as having been made up into a packet and sealed, Shumbhooram took to show to his Highness, and gave him an account of the circumstance. After having been there, he returned and said that he had seen his Highness and stated the whole particulars, and that his Highness ordered the packet to be taken to the Residency; but he added

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added that he had not seen the Bhow Sahib, and that he would therefore go and have an interview with him, relate the circumstances, and then return again. After saying this he took the packet and went to the Bhow Sahib, and after seeing him, came back and informed Soorujram that he had been and related all the particulars to the Bhow Saheb, who had ordered him to hand the packet over to the Resident. On this, Soorujram and Shambhooram both repaired to the Residency with the packet, and Shumbhooram delivered it to the Resident, and stated all the particulars connected with it. Soorujram delivered over the bundle containing the keys, and also the Residency seal. It was about eight o'clock when the latter took his leave of the Resident.

From Tuesday, Chuiter Sood 7, to Chuiter Sood 11, *i. e.*, from the 8th to the 12th April, the examination of the " jamdarkhana " was postponed, in consequence of an inquiry going on at the Residency regarding the two chittees and the yad found yesterday in the southern jamdarkhana, about the payment of 28,070 rupees to Nursoo Punt Tateeya, concerning the dispute about the boy.

Date as above.

13 April 1851 (Chuiter Soodh 12, Sumvut 1907).

To-day, at 10 o'clock, Soorujrambhoy came from the camp to the firm, and there commenced the examination of the chopras, owing to which circumstance the inspection of the jamdarkhana could not be gone on with.

Monday, 14 April 1851 (Chuiter Soodh 13, Sumvut 1907).

To-day, Soorujram arrived at the firm, from camp, at 11 o'clock, and sent to summon Ghujjanund Abba and the other members of the committee. At two o'clock, Aba Sahib, Veenack Appa, Mooneem Peetamberbhoy, Wajjoobhaee, Bhanabhoy, and Shumbhoorambhoy arrived, and after two, Trimbuck Shastree and Babajeebhoy came. On this, the keys, which Soorujram had taken to the Residency, were produced, the seals thereon examined, and then broken and given to Wajjoobhaee, when the door of the northern jamdarkhana was opened by him, and the box ticketed No. 10 taken therefrom, and as soon as the seals thereon of the Residency and the Nayadiesh had been examined to see that all was right, it was opened, and the inspection of the papers therein contained commenced. Up to half-past five, the inspection of one dufter, tied in a red handkerchief, had been gone through, when a ticket was put thereon, stating that it had been examined. It was then replaced in the box, which was closed again, numbered 10, and after being impressed with the seals of the Resident and the Nayadiesh, was put back into the jamdarkhana by Hurreeya Khidmutgar. The jamdarkhana was then locked, and sealed with the Residency and Nayadiesh's seals. The keys, 11 in number, also were again tied up in a bundle and sealed with the seal of the Nayadiesh, and given over to Soorujram to take to the Residency. The business was closed at half-past five, and all the members took their departure.

Tuesday, 15 April 1851 (Chuiter Shood 15, Sumvut 1907).

To-day being a holiday, leave was obtained from the Residency, and the examination postponed.

Wednesday, 16 April 1851 (Chuiter Vudh 1, Sumvut 1907).

To-day, at 10 o'clock, Soorujram arrived from camp, and directed the other members to be informed of it, and at 12 o'clock they all assembled. The seal on the keys was then shown to them, and also to the Mooneem's brother, Pemanundass, and Bhanabhoy, and afterwards broken, when the keys were handed over by Wujjoobhaee and Peetamberbhoy to Khidmutgar Hurreeyo, and the northern jamdar khana opened by him. The box ticketed No. 10 was then taken therefrom and opened, and, after examining all the papers it contained, it was replaced in the jamdar khana. The papers which had been previously inspected in this jamdar khana, and which had been put into a bag and sealed up, were allowed to remain there in the bag, but the seal on it was broken. The jamdar khana was then closed, and locked with a padlock by Hurrya Khidmutgar, and the Residency and Nayadiesh's seals affixed thereto. The key of the southern jamdar khana was after this given to Hurrya Khidmutgar, and after examining the seals on the door of it, it was opened by him, and the box No. 13 taken out, opened, and after inspecting all the papers it contained, it was again closed, and replaced in the jamdar khana without being sealed. A bundle of chopras was after this brought out, several of which were burnt; the Mooneem and others remarked that these chopras had been burnt in the fire which took place at Surat. After looking over them, these chopras were again tied up, and replaced in the jamdar khana. The box ticketed No. 4 was then brought out, the seal thereon examined, and opened by Hurrya Khidmutgar, when the papers contained in it were submitted to inspection. Among these were discovered a lot of papers touching certain schemes and contrivances written by Baba Nafra to Vurujdass, and also other papers of a suspicious nature, in all 52, which, on the Mooneem having counted, were made up into a packet, and sealed with the Neyadiesh's seal. This packet was then sewed up in cloth, and three impressions of the Nayadiesh's seal put in wax thereon, after which it was given to Soorujram to take to the Residency. In this box there were seven other bundles of dufturs tied up in handkerchiefs, which were replaced in it without being examined, and it was then closed and again ticketed No. 4, and afterwards put back into the jamdar khana. By the time the jamdar khana was closed, and the two seals affixed thereto, it was past six o'clock. The keys, 11 in number, were then tied up in cloth, and sealed with the Nayadiesh's seal, and made over to Surujram to take to the Residency; and the members of the committee retired to their respective homes. Dated as above.

Chuiter Vud 2d (Thursday, 17 April 1851).

To-day Soorujram arrived from camp at nine o'clock, and sent a note, by Jassood Abdootrow, to summon Gujjanund Abba and the other members of the committee as quickly as possible. At 12 o'clock, all the members, the Mooneem, and Bhanabhoy, the father of the younger Settanee, arrived. Trimbuck Shastree, one of the members, being unwell, sent his son Bulwuntrow in his stead. In consequence of the absence of the Shastree Babba, the examination of the papers could not be proceeded with. The box No. 4, the papers in which were not examined yesterday, had a ticket put over the hinges, and it was then, as also the boxes ticketed Nos. 10 and 13, together with the bag and the burnt chopras, placed in an empty room near the southern jamdar khana, and situated to the east of it. The boxes were then sealed with the Residency and Neyadiesh's seals, as also the bag, after which the room was closed and fastened with a padlock. Pietamberbhoy, and the fathers of both the Settanees, represented that this door was in the passage, and that as a marriage was going on, that the children and people of the caste would be coming and going there, and might perhaps accidentally break any seal that the committee might put on it, which would lead to suspicions being entertained in the matter, and requested that some arrangements might be made, as had already been done inside for the boxes, and as the Sircar might deem advisable, to prevent any remarks being made afterwards. The committee, deeming this a very just request, decided that as the bag and boxes were already sealed inside, that was sufficient security, and that the door should be locked, and the key of it sent to the Residency. The committee having thus decided, the door was locked, and the key, as also the three keys of the boxes inside, were received from Hurrya Khidmutgar, made up into a small packet, sealed with the Neyadiesh's seal, and made over to Soorujram to take to the Residency. Of the 11 keys which were at first put on one string, one belonged to the box inside containing papers, which has been taken off. The remaining 10 were wrapped up in a piece of cloth, and sealed with the Neyadiesh's seal.

The following is the detail of the above four keys:

One key taken from the string of 11 keys.

Two keys taken from Hurrya Khidmutgar, being the keys of the two boxes taken out of the southern jamdar khana.

One key, being that of a new padlock, placed on the door of the room in which the boxes containing the papers were put.

The four keys above mentioned separately are those contained in the packet, and the same person then sealed up both the doors of the north and south jamdarkhanas with the Residency and Neyadiesh's seals; after this Soorujram informed the committee that the packet of 52 papers which had been discovered and sealed up yesterday was to-day to be opened and examined in the presence of the Resident, and requested their attendance at the Residency. On this, the whole of the members, as well as the fathers of both Settanees, and the moonem Peetamberbhaee, having closed the proceedings of the committee at three o'clock, got up to go to the Residency, where they arrived at about half-past three. The Resident then, in the presence of all, opened the packet of 52 papers which had been made up yesterday, and sent by the hands of Soorujram to the Residency, and after showing each paper to all the committee, put his signature to them, and then kept them open. After this, the Resident asked the committee if this was the identical packet of the papers which were found yesterday in both jamdarkhanas; they replied that it was. They were then asked if the examination of the north and southern jamdarkhanas had been brought to a close; they replied that seven bundles of papers remained to be looked over, but with that exception, all have been examined.

Dated 17 April 1851.

(signed) 1. *Soorujram Gungaram.*
2. *Gunput Row Ramchunder,*
on the part of Gopal Row Meiral, signed by himself.
3. *Trimbuck Shastree Munohur Neyadiesh,*
signed by Ballajee Trimbuck Monohur.
4. *Babajee Premchund,*
on the part of Moteelal Samuldass.
5. *Venaek Appa,*
on the part of the Furnuviesh, signed by himself.
6. *Shumbooram Khossal.*

Endorsed in English,
Before me, this 17th day of April 1851.
(signed) *J. Outram,* Resident.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Chueter Vudh 3d, Sumvut 1907 (Friday, 18 April 1851.)

No business transacted to-day.

Chueter Vudh 4th, Sumvut 1907; (Saturday, 19 April 1851.)

Soorujram arrived to-day from camp at 10 o'clock, and the other members of the committee, Gujjanund Abba, &c., to whom notice had been sent, also made their appearance at the firm; at two o'clock Moneem Peetamberbhoy arrived. The seal on the bundle of keys of the boxes of papers placed in the southern room, and which bundle Soorujram had brought with him, was then shown to all the members of the committee, and afterwards broken, and the keys given to Hurreeya Khidmutgar, who was made to open the room in question, and the box ticketed No. 4, containing the unexamined papers, was brought out, the seal examined, and then opened; the dufters were taken therefrom, and the inspection commenced. After examining all the papers, &c. successively, and tying them up in seven different bundles as before, they were replaced in the box, which was again locked and ticketed as examined, No. 4, and put back into the same room again, which was also locked up. The four keys were then made up into a packet, and the Neyadiesh's seal impressed thereon with wax, after which the members of the committee dispersed to their respective homes.

Date as above.

(True translation.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

(F.)

TRANSLATIONS from Goozerattee of Extract from the "Rokud Mel" (Account Book of Cash Receipts and Issues), of Pureekh Samuldass Bhugtudass, for Sumvut 1904, from the Account for the 8th day of Asso Vudh (A.D. 19 October 1848).

Cr.	*Rs.*	*a.*	*p.*	*Dr.*	*Rs.*	*a.*	*p.*
From Pureekh Narrain Row Runchor - - - -	23,070	–	–	Pureekh Bechurbhoy Samuldass - - - -	28,070	–	–
From Pureekh Ruttonjee Kandass, to be placed to account - - - -	5,000	–	–				

Khurda (Rough Cash Book for October 1848).

EXTRACT from the (Khurdoo) Rough Daily Cash Account Book of Pureekh Samuldass Bhugtydass for the Sumvut 1904. In the Accounts from the Friday, 1st Asso Sood, to the 30th, the following appears:

At Page 19th.	*Rs.*	*a.*	*p.*	At Page 200.	*Rs.*	*a.*	*p.*
Pureekh Narrain Row Runchordass, Asso Vudh 8th, on date Vudh 9th (October 20th) - - - -	23,070	–	–	Debited to the account of Bechurbhoy Samuldass, Asso Vudh 8th, that Vudh 9th (October 19th and 20th) - - - -	28,070	–	–
Received in cash from the hands of Abba Mamo -	23,070	–	–	Cash paid this day in part payment of the note for 78,000 - - - -	28,070	–	–

Awra, Page 22. *Cr.*	*Rs.*	*a.*	*p*	Awra, 34. *Dr.*
Pureekh Ruttonjee Kandass, credited to his account, Asso Vudh 8th (19th or 20th October), that Vudh 9th, gold coins 810, weight 217¼ tolas, 4½ Val, at 23 rupees a tola, the amount of which 5,000 rupees is brought to account Awra, page 9th -	5,000	–	–	

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Khatoo (Ledger for 1848.)

Extract from the Ledger (Khatoo) of Pureekh Samuldass Bhugteedass, for the Sumvut 1904, at Page 34, the following appears in the Account of Bechurbhoy Samuldass.

Cr.				*Dr.*	*Rs.*	*a.*	*p*
				Page 200, Asso Vudh 9th (20th October) - -	28,070	–	–

Khatoo (Ledger for 1848).

Extract from the Ledger of Pureekh Samuldass Bhugteedass, for the Sumvut 1904, at Page 9, appears the Account of Ruttonjee Kandass, from which the following is extracted:

Cr.	*Rs.*	*a.*	*p.*	*Dr.*
Page 195, Asso Vudh 9th (20th October) - -	5,000	–	–	

Khatoo (Ledger for 1848.)

Extract from the Ledger of Pureekh Samuldass Bhugtudass, for the Sumvut 1904, at Page 22, appears the Account of Pureekh Narrain Row Runchordass, from which the following is extracted:

Cr.	*Rs.*	*a.*	*p.*	*Dr.*
Page 195, Asso Vudh 9th (20th October) - -	23,070	–	–	

Compared with originals by Native Agent Gokuldass Gopaldass.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(G.)

Monthly Cash Book for October 1848.

Extract from the (Awra) Monthly Cash Account Book of Pureekh Narraen Row Runchor, for the Sumvut 1904, from the Accounts for the 1st Asso Soodh.

Cr. Page 73.	*Rs.*	*a.*	*p.*	*Dr.* Page 74.	*Rs.*	*a.*	*p.*
Pureekh Pursotum Runchordass, out of the item of -	24,048	11	9	Pureekh Hurrybhoy Bhugtydass Asoo Vudh - -	23,069	15	9
Entered in Aso - - -	23,069	15	9	Paid cash to Abba Mama -	23,068	15	9
As below.				Twenty-three thousand, &c.			
On Vudh Cash brought by Abba Mama - -	23,069	15	9	Khata, 3 page.			
Khata, 4 page.							

Ledger for A. D. 1848.

Extract from the Ledger (Khata) of Pureekh Narain Row Runchordass, for the Sumvut 1904, from the Account of Pursotum Runchordass, page 4.

Cr.	*Rs.*	*a.*	*p.*	*Dr.*
At page 73, Aso - - -	23,069	15	9	
On Soodh 1st, 134 rupees; Soodh 3d, 669 rupees 12 annas; Soodh 9th, 175 rupees; and Vuddee - -	23,069	15	9	

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Ledger for A. D. 1848.

EXTRACT from the Ledger (Khata) of Pureckh Narain Row Runchor, for the Sumwut 1904, from the Accounts of Pureckh Hurry Bhugtydass, at page 3.

Cr.	*Dr.*	*Rs.*	*a.*	*p.*
	Page 74, Asso Vudh 9th - (20th October.)	23,069	15	9

Compared with the originals by Gokuldass Gopaldass, Native Agent.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(H.)

Monthly Cash Books for October 1848.

EXTRACT from the Monthly Account Book of Pureckh Pursotum Runchordass for the Sumwut 1904, from the Accounts for the 1st Asso Soodh, as follows:

Cr.				*Dr.*			
Page 70.	*Rs.*	*a.*	*p.*	Page 68.	*Rs.*	*a.*	*p.*
Pareckh * - - - - -	23,070	–	–	Pureckh Naraen Row Runchordass out of the item of *Rs.* 39,042. 12. 12. debited on Asso, the following is extracted - - -	23,070	–	–
Asso Vudh 30th, Asso Vudh 8th, an agreement from the firm of Hurry Bhugtydass, and debited to the account of Narain Row Runchor, 23,070 rupees.				Asso Vudh 8th, as per agreement of the firm of Hurry Bhaee Bhugtydass, 23,070 rupees. (19th October.)			

EXTRACT from another Monthly Account Book of Pureckh Pursotum Runchordass for the Sumwut 1904, taken from the Accounts for the 1st Asso Soodh, as below:

Cr.				*Dr.*			
Page 73.	*Rs.*	*a.*	*p.*	Page 72.	*Rs.*	*a.*	*p.*
Pureck * - - - - -	23,070	–	–	Pureckh Narrain Row Runchordass out of the item of *Rs.* 39,042. 12. 12. debited on Asso, * the following is extracted - - -	23,070	–	–
Asso Vudh 8th (19th October), an agreement from the firm of Hurry Bhugtydass, and debited to the account of Narain Row Runchordass, *Rs.* 23,070. Khata 17.				Asso Vudh 8th, as per agreement, paid to you from the firm of Hurrybhoy Bhugtydass, *Rs.* 23,070.			

Compared with the originals by Gokuldass Gopaldass, Native Agent of Surat.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(I.)

TRANSLATION of Goozerattee Rough Sheet of Daily Account of the Firm of Hurry Bhugty.

	Rs.	a.	p.
Nurotum Jugjeerrun	55	1	–½
Pureckh Hurry Bhoy Bhugtudass	25	–	–

I bow to Shree Gunness.

Friday, the 8th Asso Vudh, Sumvut 1904 (19th October 1848).

Cr.

	Rs. a. p.	Rs. a. p.	Rs.	a.	p.
Credited to Shree Gunnesh			–	1	–¼
Last Balance			15,081	1	–¾
Pureckh Ruttonjee Khandass, to be credited to his account, Asso Vudh 8th, that Vudh 9th			993	–	–
Cash received on his account 993, as follows:					
Detail:					
Credited to the account of Damodur Bhugwan, and debited to the account of Pureckh Pemanund Nurberam		500 – –			
Paid by Jeweree Khoossal Amichund		462 – –			
Of which Detail,—					
From you	312 – –				
And from Pureckh Damodhur Bhugwun	150 – –				
	462 – –				
From Pureckh Dulput Nursai, by Kesno Lalla		32 – –			
Rs.		993 – –			
Pureckh Damodhur Jumnadass to be credited to his account, Asso Vudh 8th, that Asso Vudh 9th			2,960	–	–
Cash paid on your account by Pureckh Goverdhun Jeta		2,960 – –			
Of which Detail, as follows:					
Out of the firm paid into the shop of Pureckh Maneckchund Jugjeewen, and debited to the account of Pureckh Purbhoodass Kassedass	1,400 – –				
Credited to you, and debited to the Sircar's private account	1,500 – –				
Cash received from Kessow Lalla	60 – –				
Total	2,960 – –				
Pareckh Bechur Soorchund, credited to his account, on Asso Vudh 8th, that Vudh 9th		- - -	108	2	1
Cash paid by Dwarka, after settling account		108 2 1			
Carried forward		- - Rs.	19,142	4	2

Dr.

	Rs. a. p.	Rs. a. p.	Rs.	a.
Debited to the account of Pureckh Narrain Row Runchor, Asso Vudh 8th, that Vudh 9th			2,100	–
Detail of cash paid, 2,100 rupees.				
Paid cash to Runchor		100 – –		
Paid cash to Nurotum		2,000 – –		
Rs.		2,100 – –		
Pureckh Purbhoodass Casseedass, Asso Vudh 8th, that Vudh 9th			2,000	–
Detail of cash paid on your account into the shop of Pureckh Maneckchund Jugjeevundass, 2,000 rupees:				
Cash of my house paid by Girdhur Pitamber	600 – –			
Cash paid by Goverdhur Jetaie, which is entered to be credited to the account of Damodhur Jumnadass	1,400 – –			
		2,000 – –		
Debited to the account of Pureckh Narrain Row Pandoorung, Asso Vudh 8th, that Vudh 9th			600	–
Cash paid to your Goomashta Pursotum, to give to the firm of Pureckh Gunness Eswur		600 – –		
Debited to the account of Pureckh Pemanund Nurberam, Asso Vudh 8th, that Vudh 9th		- - -	500	–
An amount of credit to Damodhur Bhugwun, which has been entered as to be placed to the account of Pureckh Ruttonjee Kandass		500 – –		
Pureckh Pursotum Bechurbhoy, Asso Vudh 8th, that Vudh 9th		- - -	100	–
Cash paid to Veetul Naranjee		100 – –		
Carried forward		- - Rs.	5,300	–

	Rs.	a.	p.	Rs.	a.	p.
Brought forward - - *Rs.*	-	-	-	19,142	4	2
ureckh Rugoonath Kandass, Asso Vudh 8th, that Vudh 9th - - - - - -	-	-	-	1	1	24
ash paid by Goolab, after settling account - -	1	1	24			
'ureckh Narain Row Runchordass, Asso Vudh 8th, that Vudh 9th - - -	-	-	-	23,070	–	–
ash paid by Abba Mama -	23,070	–	–			
'ureckh Ruttonjee Candass, to be put to his account, Asso Vud 8th, that Vudh 9th -	-	-	-	500	–	–
ash from Pureckh Vuttoo Nursaia, of Broach, was paid from without into the firm of Pureckh Kessoolall Lulloobhoy, by Juvery Golabchund Vukhutchund, which is debited to that firm	500	–	–			
'ureckh Ruttonjee Kandass, Asso Vudh 8th, that Vudh 9th - - - - -	-	-	-	5,000	–	–
old coins 810, weight 217 ¼, tola 4 ¼ val, at 33 rupees per tola, the amount of which is brought to account -	5,000	–	–			
aja Shree Anund Row Rajee Sindee, Aso Vudh 8th -	-	-	-	20	2	1¾
ebited to your account for (khund) sugar - - -	20	2	1¾			
mount of Kutav account, Asso Vudh 8th - - -	-	-	-	38	2	–¾
ebited to the Sircar's Potedar's account - - -	37	–	–			
And to Raja Shree Anundras Bajee Sendee account -	1	–	–¾			
Rs.	38	2	–¾			
Carried forward - - *Rs.*				47,773	2	–½

	Rs.	a.	p.	Rs.	a	p.	Rs.	a.	p.
Brought forward - - *Rs.*				-	-	-	5,300	–	–
Modee Nuttoo Bhay Soorchund, Asso Vudh 8th - - -				-	-	-	300	–	–
Cash paid to Hurry Bhoy -				300	–	–			
Debited to the account of Shree Sircar Potedar account, Asso Vudh 5th - - - -				-	-	-	1,537	2	–
A (chittee) bill, drawn on me by you, for the pay of Hukumjee (doctor) Emam Ali, from the month of Shrawun up to the end of Asso, of which detail as follows:									
Added to the original Potedar account, and credited to the Vutao account - - -				37	2	–			
Balance remaining entered to be credited to the account of Damodhur Jummadass from Pureckh Goverdhur Zetta -				1,500	–	–			
Rs.				1,537	2	–			
Rajeh Shree Anund Row Raj Sindee, Assoo Vudh 8th -				-	-	-	41	2	2½
Detail of a chittee (draft), given in the month of Shrawun -				41	2	2½			
Interest for three months, credited to the Vutao account - -	1	–	–¾						
Credited to your "khund" sugar account - -	20	2	1¼						
Balance paid in cash to yourself and Nana Waga	20	–	–						
				41	2	2½			
Debited to the account of the village of Dungurh, Asso Vudh 8th - - -				-	-	-	1	–	–
Cash paid to Hurry Bhoy Bhugtydass, through Bhayjee; first paid this sum to an Arab of the name of Hassien for his road expenses when he went to the village, and which he afterwards repaid				1	–	–			
Pureckh Bechur Bhoy Samuldass, Asso Vudh 8th, that Vudh 9th - - - -				-	-	-	28,070	–	–
Cash paid this day in part of the chitte for 78,000 - -				28,070	–	–			
Pureckh Kesow Lall Lulloo Bhoy, Asso Vudh 8th, that Vudh 9th - - -				-	-	-	500	–	–
Juveree Golabchund Vukhtchund paid this sum on account of Wullow Veersing, and it is entered to be credited to the account Ruttonjee Kandass - - -				500	–	–			
Carried forward - - *Rs.*							30,449	4	2½

	Rs.	a.	p.		Rs.	a.	p.	Rs.	a.	p.
Brought forward - - Rs.	47,773	2	-½	Brought forward - - Rs.	-	-	-	33,449	4	
				Debited to the Vutao account, Asso Vudh 8th - -	-	-	-	65	–	-
				Paid cash to Lunbajee, a Jasood, and Hunomunt Row, on account of certain fees (dustooree) due to Raja Shree Bhasker Row Vettul	15	–	–			
				Paid to Raja Shree Pundoorung Punt, in payment of a chittee from your Highness	50	–	–			
				Rs.	65	–	–			
				Dr. Total - - - - -				35,815	–	
				Cash in hand - - - - -				8,165	1	
				Amount to be recovered from the persons -				3,793	–	-
TOTAL - - Rs.	47,773	2	1½	Total Balance on Thursday, 8th Vudh - Rs.				47,773	2	

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

(J.)

TRANSLATION of Questions put to *Chinto Krishna*, Coonkan Brahmin, by Colonel Outram, C.B., Resident, Baroda, and his Replies thereto.

Question 1. Do you recognise the handwriting of either of these chits now shown to you, and, if so, whose handwriting is it?—*Answer*. Of the two chits now shown to me, the handwriting of the one marked "No. 1" appears exactly like that of Nursoo Punt, formerly dufterdar with the Revenue Commissioner, and that of the one marked "No. 2" is very similar to it.

2. Are both chits in one and the same handwriting?—I cannot distinctly say, as the shape of the letters in the two are somewhat different.

3. Did you not, upon a former occasion, declare on oath that both these two chits were in the handwriting of Nursoo Luxumon, commonly called Nursoo Punt?—I formerly stated that the handwriting of the chit marked "No. 1" appeared exactly like that of Nursoo Punt, and that of "No. 2" very similar to it.

(signed) *Chinto Krishna Burwa.*

Taken upon solemn affirmation before the Court of Requests, Bombay, this 17th day of July 1851.

(signed) *J. L. Johnstone*, Commissioner and Clerk.

Questions put to the above individual by the accused, Nursoo Luxumon, late Native Agent, Baroda Residency.

1. Do you recognise my handwriting well?—Yes, I can recognise your handwriting.

2. If you had not any other papers of mine at hand could you satisfactorily recognise my handwriting?—When you were dufterdar in the Revenue Department I used to see letters from you to my father, and also your signature, and (sheras) endorsements in Government matters, from which I am enabled to recognise your handwriting.

3. Have you ever seen me write, and, if so, when and where?—I don't recollect ever seeing you write, but from the reasons above stated, I am acquainted with your style of writing.

4. Have you any letters written by me in your possession?—My father used to receive numerous letters from you, but none of them were of any importance to call for their being kept, for which reason I don't think I have at the present time any of them near me.

5. If you can recognise my handwriting, then see if the style of handwriting of both these notes is like the style I write in, and whether the letters of the notes are a settled hand

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

hand like mine or not?—The shape of the letters in the chit marked "No. 1," in red ink, is similar to that of your writing, and in the other chit, marked "No. 2," in red ink, several of the letters are shaped like yours, and several are of a different shape.

(signed) *Chinto Krishna Burwe.*

Taken upon solemn affirmation in the Court of Requests, Bombay, this 17th day of July 1851.

(signed) *J. L. Johnstone,* Commissioner and Clerk.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(K.)

TRANSLATION of Questions put to *Madhorow Ramchunder,* Mamlutdar of the Talooka of Kulleean, by Colonel Outram, Resident, Baroda, and his Replies thereto.

I, Madhorow Ramchunder, by caste Brahmin; religion, Hindoo; age, 42 years; profession, carkoon, and police umuldar of the Talooka Kulleean, having taken solemn affirmation according to the tenets of my faith, write with my own hand answers to the following questions.

Question 1. Do you recognise the handwriting of either of these chits now shown to you, and, if so, whose handwriting is it?—*Answer.* I have looked at the two chits in question, and they are either in the handwriting of Nursoo Luxumon or one of his several sons, because there is no great difference between his handwriting and that of his sons; I don't recollect the name of the son.

2. Are both chits in one and the same handwriting?—Yes; they both appear to be written by the same individual.

3. Did you not, upon a former occasion, declare on oath that both these two chits were in the handwriting of Nursoo Luxumon, commonly called Nursoo Punt?—The purport f what I formerly stated regarding the handwriting of the two chits in question was exactly what I have just now deposed in my answer to the second question.

Question put to the above individual by the accused, Nursoo Luxumon, late Native Agent, Baroda Residency.

1. If you say that the handwriting of both these chits is like mine, be pleased to compare them with any other papers you may have of mine in your possession, and see whether the shape of the letters and the style and manner of writing correspond with them, and whether the letters of the notes are written in a settled hand like mine or not; be good enough to answer this in detail?—It is the custom of Nursoo Luxumon to write "Shree Nur Hurree" at the top of all his letters, and these words appear written at the top of these two notes exactly after the same manner, and almost all the letters of these notes are similar to the writing of Nursoo Luxumon; there are only here and there letters which appear to have been written by a hand not settled, which led me to entertain suspicions that they might have been written by his son; for at the time that I saw the handwriting of that son he was about 16 or 17 years old, and his writing was then like that of his father's, which I observed from letters he wrote to different parties; I never myself saw him writing; I formerly received many letters from Nursoo Luxumon, but at the time I left Broach I tore them all up, and now I have none of his letters in my possession. The manner and style of Nursoo Luxumon's writing correspond with these, and the letters of the notes, with a very trifling difference, are shaped like.

(signed) *Madhorow Ramchunder,* Mamlutdar.

Stated before me on solemn affirmation, this 13th August 1851.

(signed) *R. Keays,* Judge.

(True translation.)
(signed) J. T. Jameson, Asst. Commissioner.

(L.)

TRANSLATION of Questions put by Colonel Outram, C. B., Resident, Baroda, to *Ramrow Nursing,* Dufturdar of the Revenue Commissioner in the Southern Division, and his Replies thereto.

Question 1. Do you recognise the handwriting of either of these chits now shown to you, and, if so, whose handwriting is it?—*Answer.* I cannot positively declare in whose handwriting the two notes just shown to me are; but on comparing them with some specimens of of Nursoo Luximon's writing, the shape of the letters appears somewhat similar. The papers in the handwriting of Nursoo Luximon, which I have now taken out of the duftурs, on comparing them with the notes in question, the handwriting of the former seems that of a formed hand, while that of the latter does not appear to be of so settled a style, and several of the letters are shaped differently.

2. Are both chits in one and the same handwriting?—Judging from the shape of the letters in these two notes, they both appear to have been written by one individual.

3. Did you not, upon a former occasion, declare on oath that both these two chits were in the handwriting of Nursoo Luximon, commonly called Nursoo Punt?—When these two notes were shown to me formerly I was not put on oath, nor did I give my replies on oath; the notes were shown to me, and I was asked in whose handwriting they were, when, to the best of my recollection, on looking at the writing of them, and seeing that they were like that of Nursoo Luximon, I answered accordingly.

22 August 1851. (signed) *Ramrow Nursing*, Dufterdar.

Question put to the above individual by Nursoo Luxumon, late Native Agent, Baroda Residency.

If you say that the handwriting of both these chits is like mine, be pleased to compare them with any other papers you may have of mine in your possession, and see whether the shape of the letters and the style and manner of writing correspond with them, and whether the letters of the notes are written in a settled hand like mine or not; be good enough to answer this in detail.?—At first, on looking at these two notes, they appeared to me to be in your handwriting, but on taking from the duftur several papers written by you, and comparing them with these, the handwriting of the former appears to be a settled hand, while that of the latter does not appear to be so, and the manner of forming the letters also, seems to be different. The contents of the notes are so very small that a difference in the words cannot be discovered.

22 August 1851. (signed) *Ramrow Nursing*, Dufterdar.

Answer to the foregoing questions were given on solemn affirmation before me this 22d August 1851.

(signed) *H. Brown*, Judge.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(M.)

In a yad from the Resident, No. 981, dated the 18th September 1848, to the Durbar, it appeared to be his (the Resident's) desire, that Trimbuck Shastree, and Bapoo Shastree, should be sent to the abode of Larbaee to take her evidence on the subject of the complaint made by her daughter Joitabaee, wife of the late Paruk Behchur Samul, regarding her son. According to the above (yad) request of the Resident, Colonel Outram, the Sircar (Guicowar) gave the necessary order; and Trimbuck Shastree and Bapoo Shastree went to the abode of Larbaee, who on questioning her, she refused to give any direct answers, saying that her complaint had gone on to the Bombay Government, and until her demands were complied with by them, she would give no answer. In this manner she spoke, and addressed very improperly the above individuals, who took and brought notes of her replies, copy of which is herewith enclosed. This appears a very suspicious case. Larbaee is the complainant, and when questioned, she answers in a very improper manner. If she had answered the questions put to her, it must be apparent to the Sircar that the affair would have been cleared up. It is necessary that stringent orders be given to her that she only answer the questions put to her, and that in a correct manner, and of herself; because in cases of evidence unless the person questioned reply of his or her own accord, no satisfactory information can be obtained. In the manner above recommended, Larbaee's evidence must be taken, when a comparison of its facts and heads can be made with that of others, and the whole circumstances being fully understood they will be clearly explained for your information. Larbaee, up to the present time, upon one pretence and another, has not furnished her evidence, so that the affair is at a perfect stand-still. Having taken the above into consideration, Larbaee must be directed to reply in a proper manner, and not speak disrespectfully in the presence of the Kamdars, for it appears from her present conduct and conversation, that unless such be done no information can be extracted from her, and how then can the particulars be found out? Frequent orders have been received by us from the Sircar to make and send a written investigation of this matter quickly; but we are perfectly helpless in the affair. We request that the Sircar will issue the orders we have above recommended, when we will act up to them.

Ashwun Shood 5th, Sumvut 1905.

(signed) *Meer Surfuraz Ali* (signed in Persian).
Gopalrow Meiral.
Trimbuck Shastree Munoher.
Bapoo Meiral Shastree.

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(B.) 27.—TRANSLATION of original "Yad" from the Guicowar's Court to the Resident, Baroda, dated 5th Ashwur, Sumvut 1904, or 5th October 1848.

A YAD was received from the Residency, dated 18th September 1848, No. 981, requesting his Highness the Guicowar to send the two Shastrees to the abode of Larbaee to take her deposition. Agreeably to this request, Meer Surfuraz Ali and Gopalrow Meiral were directed to send the kamdars to the residence of Larbaee for that purpose. They sent Trimbuck Shastree and Bapoo Shastree to her house to write her evidence, but she, instead of answering the questions put to her, commenced contesting and disputing, and said she would not reply to their queries. When they could not succeed in getting her deposition, they returned and presented to the Court a statement of what had occurred, and a copy of what part she had deposed; copies of both of which papers are herewith forwarded for your information. Up to the present time, Larbaee, by every possible pretence, endeavours to delay the settlement of the dispute, and talks in a most improper style, with which you have already been made acquainted; but as yet, you have not done me the favour of warning her as to her conduct in severe terms. Further, Joitabaee, under the pretence of her mother, Larbaee, being ill, has gone to her house, and has remained there for two or 2½ months, without returning; regarding which letters have been constantly passing, and casting something like imputations on the Guicowar Sircar; consequently, both Larbaee and Joitabaee, at the advice of others, refused to give any answers to the questions put by the kamdars. After considering the above circumstances, I hope you will send a full and clear account of it to the Bombay Government, and request that they will give orders that Larbaee be examined according to the custom used with females, and that she be made to give proper and distinct answers to the questions put to her. Joitabaee has been for 2½ months residing with Larbaee, which is not at all in accordance with the customs maintained in the establishment of Hurree Bhugtee Parukh, it is therefore requested that stringent orders be issued for her immediate return to her own house.

TRANSLATION of Memorandum, attached to the above, and dated Monday, 9 October 1848.

IN the case of Joitabaee, wife of Samul Behchur Parukh, regarding her son, the Guicowar Sircar took the evidence of Larbaee, wife of Bhanabhaee, a copy of which was sent by his Highness the Guicowar, accompanying the yad, dated 3d October 1848, No. 981, to the Residency. On which Bhanabhaee Khandass was summoned to-day to the Residency, and the copy of Larbaee's deposition read and explained to him, and on his being asked, if it was correct, he replied that it was. Afterwards, on his being asked why Larbaee did not answer the questions put by the Guicowar's officials as therein stated, he and his Vakeel Rughoobhaee replied, that "a petition had been sent in to the Bombay Government on that matter, and that until some settlement or adjustment was made accordingly, that Larbaee would neither mention the names of any of the witnesses, or state all the circumstances of the case, because the witnesses, after having given evidence in favour of the defendant, Baba Nafra, will not be inclined to depose the truth in favour of us. If the Guicowar investigates the matter in our presence, we will relate the whole circumstances, and will now mention the names of the witnesses in your (the Resident's) presence." Upon which they were told by the Resident, that as Larbaee did *not* detail the circumstances in the Guicowar's Court as she had agreed to do, the proceedings consequently remaining incomplete, had not been forwarded to him; and that their party was the sole cause of the delay, for which reason it is *his* (*the Resident's*) intention to write to the Government, and recommend them not to interfere in the matter. On inquiring how Larbaee was, they said, Quite well; on which they were informed that Joitabaee must return to her own house, and that in two or three days an order would be issued to that effect.

(signed) *M. B.*

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(True copies.)
(signed) J. T. Jameson,
Assistant Commissioner.

(N.)

TRANSLATION of *Nursoo Punt's* Defence, on the Fifth Charge, addressed to W. E. Frere, Esq., Commissioner, on the 11th September 1851.

OF the charges preferred against me by Colonel Outram, C.B., Resident, Baroda, the following is the purport of the 5th; that,—

On or about the 19th or 20th of October 1848, I received from Baba Nafra as a bribe the sum of 78,070 rupees, to be paid by Baba Nafra for the exercise of my influence in

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Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabaee Shettanee.

The following is a detail of the documents and evidence produced in support of the above:

Documents.

1. A 'yad' marked (A.), said to have been found in the southern jamdar khana of the firm of Hurry Bhugty, regarding the payment of 28,070 rupees.

2. Two notes marked (B.) and (C.), found rolled up with the yad above mentioned, and suspected of being in my handwriting.

1. An abstract, marked (D.), from the proceedings of the committee appointed to examine the jamdar khana.

1. The proceedings of the above committee, marked (E.)
One original (paneea) waste sheet of receipts and issues of Parukh Samul Bhugtee, of the firm of Hurree Bhugtee, for the Sumvut 1904, Ashween Vud (19th October 1848) 8th, marked (I.), and the (Rokhud Mel) account book of debit and credit, for the same year; the 'Khurda,' that is to say the 'Aura' monthly cash account book, and also the "Aukra Vuhee," that is to say "Khata Vuhee" ledger. The above-mentioned account books were produced, and extracts taken from them, and marked (F.), which together with the first made four papers in all.

1. The (Aura and Khata Vuhee) ledger, and monthly cash account books of Narrain Runchor were produced, and extracts taken from the accounts for the month of Ashwun Sumvut 1904 (October 1848), regarding the item in question, and marked (G).

1. The 'Aura' monthly cash account book of the firm of Purshotum Runchor was produced, and an extract taken therefrom regarding this item, from the accounts for the month of Ashwun Sumvut 1904, and marked (H.)

3. Three papers, containing the questions, with their replies, put to several people, at different places, regarding recognising the handwriting of the notes said to have been written by me, viz.:
   1. The questions put to Chinto Krishna Burwe, with his replies, marked (J.)
   2. The questions put to Mahadorow Ramchunder, with his replies, marked (K).
   3. Ditto - - ditto, of Ramrow Nursing, marked (L.)

1. A 'yad' received from the Guicowar Government regarding the deposition of Larbaee, together with the endorsement attached thereto, dated 9th October 1848, and marked (M.)

Witnesses regarding the finding of the Papers in the Jamdar Khana:

1	Soovujram Gungaram, native agent.
1	Petamber Sewlal, the new Mooneem Gomashta of the firm of Hurry Bhugtee.
1	Hurrya, Khijmutgar of the ditto - ditto.
1	Wuzzoobhaee Vanchedass, the father of the elder widow, Maha Luxumee Bhaee Shettanee.
1	Venacck Sudaseo, in the service of the Furnuvass of the Guicowar Government.
1	Gunputrao Ramchunder, commonly called Gujjanun Abba, on the part of Gopal Row Meiral.
1	Trumbuckram Shastree, in the service of the Guicowar Government.
1	Shumbhooram Khoopal, ditto - ditto.
1	Babjee Premchund, Mooneem Gumashta of Parukh Samul Bechur.
9	Altogether.

People to recognise the handwriting of the Papers discovered, and others:

1	Baskurao Veettul, in the service of the Guicowar Government.
1	Baba Dewurrao.
1	Ballajee Purushram.
1	Sewram Bulwunt.
1	Mahadeo Row Narraien.
1	Bajjaba Bapoojee, Residency Carkoon.
1	Hurry Appajee - ditto - ditto.
1	Baw Tambekur, Minister of the Guicowar.
1	Babbajee Hybutrao, Residency Carkoon.
1	Bulvantraw Nafra.
1	Narraien Row Wamun Nafra.
1	Poorshotum Wamun Nafra.
1	Baba Nafra.
13	Altogether.

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The Gumashtas, the writers of the books of the firm of Hurree Bhugtee:

1 Bhargee Ghela.
1 Hureelal Dajee.
1 Jumnadass Damodhur.
1 Damodhur Doolub.

4 Altogether.

1 M. Battye, Esq., Assistant Resident, Baroda.

The above documents and witnesses were produced to prove that the charge preferred against me is false, I beg leave to submit the following paragraphic particulars:

Para. 1. In September 1848, the Colonel sent in a report to Government on the subjects of the 1st and 2d charges, and in them blame was attributed to me, and he at the same time forwarded on the petition which I, having completed my 30 years of service, had then sent in, and in which I had requested to be permitted to retire on my pension, and recommended Government to appoint Baba Fudkey as my successor; at the time of his departure for Bombay he began to give out openly that he intended suspending me, and this circumstance was currently known among the officials of both Governments; and in fact, the whole of the city, old and young, were aware of it, so much so that it was the common rumour that Nursoo Punt had been removed from his situation, and Baba Fudkey appointed in his place, and they were daily expecting an order from Government to this effect, and counting the minutes and hours till my departure. There was, at first, a report that the Colonel would return again to this place from Bombay, but he afterwards went away without coming back. In October, intimation was received here that Captain French had been nominated to the acting appointment; and when it became known that the gentleman was a friend of the Colonel's, people began publicly to remark that he, Captain French, would on this account show no favour to me. My mind became then filled with doubts, and I passed away the time with difficulty, in anxious expectation of the receipt of the Government order. In short, my influence in the estimation of men at that time was not worth a straw, and I was entirely disheartened. My state, at that time, was no better than at present; indeed, in the opinion of others, it was worse. Such being the case, what influence could Baba Nafra suppose me able to exert at that time in his favour, and in what manner could I be of advantage to him, that he should agree to give me the enormous sum of 78,070 rupees, and out of that he would at once pay down a sum of 28,070 rupees? This point is quite clear. This false accusation has been set on foot by the misrepresentations of slanderers, whose evident intention it is to bring me in guilty in some way or other, of having received bribes in the Joitabaee's case, but that is utterly inconsistent.

2. To say that I accepted bribes, or that any one gave me any at the time, that my petition to be permitted to retire on my pension had gone in to Government, and when Baba Fudkey was about to be appointed to this place, is also perfectly inconsistent. If the Colonel deduces his inference from the fact that as I continued to remain in my situation, although I had sent in a petition to Government, yet that I had no intention of retiring on a pension, I would beg the Commissioner to consider this. How could I, or the people of this place, have been informed in the month of October of the decision Government had come to three months afterwards, and what hope could I possibly entertain that after the Colonel had become displeased with me, and had himself gone to Bombay, that the Government would listen to the complaint of me, a mere native, and take compassion on me? It is a well-known fact that the Government had, for several months, been aware of the circumstance that I intended to retire immediately my time of service was completed; and although, owing to the displeasure of the Colonel, under which I was labouring, the time was unfavourable, yet still I gave in my resignation, from which it is palpably clear that I did not do so with the intention of recalling it, or in the confident expectation of its not being accepted, or even the hopes of it.

3. Again, on considering the time, the month of October, it is quite clear that there is no apparent probability of Baba Nafra's having given me a bribe. For this reason the evidence of Mr. Battye, whose name did not at first appear in the list of evidences on this charge, has been now, at the close of the prosecution taken, and he deposes that at the time he was in charge of the Residency, a yad, dated 3d October 1848, was received from the Guicowar Government regarding the deposition of Larbaee, to which there is attached a separate dufter endorsement, dated 9th of the same month, but he says that this is not correct, and is written in favour of the Baba, and that his signature has been surreptitiously obtained to it. The Colonel endeavours to point out the connexion of this by stating that 10 days after the above endorsement was written I accepted a bribe, and in exchange for it, as well as the balance remaining to be paid. I afterwards explained the particulars of the case to Captain French, in a way favourable to Baba Nafra. With reference to this, I beg to state that this case was at the time being investigated by the Guicowar Government, at which place it is clear that Baba could have no occasion for my services, and the commencement of the complaint of Joitabaee was, during the incumbency of the Colonel, from which time up to the date of his departure for Bombay, in September 1848, the whole pro-

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ceedings in the matter were conducted in accordance with his orders, and it was publicly known in Baroda in the months of June and July previous to that, that I had fallen under the Colonel's displeasure. Therefore the Commissioner should reflect on the improbability of my, at such a time, receiving a bribe, or of an agreement having been entered into to give me one. Were I to attempt a detail of whatever business was transacted during the incumbency of the Colonel, I could not substantiate it, therefore it is needless for me to try it. Mr. Battye has now deposed that his signature was surreptitiously obtained to the endorsement of the 9th October, but this gentleman states in his evidence given on the first charge on the 23d June 1851, after my defence had been given in, that he at that time thought that the deposition of Larbaee had not been satisfactorily taken, and to prove that he, in conformity with the manner in which business had been hitherto managed, summoned the people before him, and after instituting inquiries into the matter, caused the endorsement in question to be written by carkoon Narain Row without reference to me; the evidence of that carkoon taken on the same date distinctly states that he wrote that indorsement in the presence of Mr. Battye and by his order, and took his signature to it. It is the Colonel's opinion that Narain Row is an accomplice of mine; upon this subject it would be unbecoming of me to offer any remarks. It rests with my judge to decide whether or not equal weight is to be attached to the evidence of the Assistant Resident, Mr. Battye, and the carkoon Narain Row. This endorsement is not one of an ordinary kind, written on settling a case, and to which the signature is appended, but a long detail of particulars is entered into regarding the investigation of this business, and as Mr. Battye knows Maharatta, how could he possibly have attached his signature thereto without first hearing it read? He merely asserts with confidence that his signature was surreptitiously obtained to the endorsement, but says that he entirely forgets the purport of the order he gave regarding the yad in question. At the time of the departure of the Colonel for Bombay he made no inquiries of him regarding the course to be adopted for the future in this case, and on my asking him about it he told me that he would write to him on the subject; but he now says that he has no recollection of what he wrote to the Colonel, or of what answer he received in reply, and urges, as his motive, that he would never have given such an order as that contained in the endorsement. From this it is quite evident that Mr. Battye must have entertained the same opinion in this case from the first, as the Colonel does now. And as before the arrival of Captain French he was acting in charge, therefore when that officer arrived, and formed an erroneous judgment in the matter, as he must have been aware of the fact, why did he not inform him of the true particulars? It is not likely that he did not see Captain French's report, in support of which I beg a reference to Nos. 12 and 52 of the questions put to that officer on the first charge, and the replies received from him thereto. In short, if the state of the proceedings of Joitabaee's case at the time in question, and the time itself be taken into consideration, it will be at once seen that there is not the slightest probability that at such a time and in such a case, Baba Nafra would enter into an agreement to bribe me to so large an extent, and to pay thereof a certain part.

4. Regarding the item in question a yad, together with two notes, were discovered in the Jamdar Khana of Hurry Bhugtee, and have been marked (A.) (B.) and (C.) respectively, and upon these this charge is now brought against me, and to prove the payment of the amount to me the account-books of the firm of Samul Bhugtee, and Narain Runchore and Poorshotum Runchore, have been produced, and extracts taken therefrom. Upon these papers I beg to submit the following observations:—

1st. In the paneea waste sheet of receipts and issues of Parukh Samul Bhugtee, for the 8th Ashwun Vudh, Sumvut, 1904 (A.D. 19 October 1848), which has no signature, the following item appears in the debit side.

"28,070 rupees paid to Pareck Bechur Bhoy Samuldass, Ashwun Vudh 8th, that Vudh 9th," and in a clause underneath, is written "cash paid to-day in part of the note for 78,070 rupees." And among the receipts appears a sum of 23,070 rupees, from Pureck Narrainrow Runchore, Ashwun on Vudh 8th, that 9th; and in a clause underneath, "Cash received through Aba Mama;" and below this there is another item of 5,000 rupees: Pureck Ruttonjee Khandass, Ashween Vudh 8th (A.D. 19th and 20th October), that 9th; and underneath is a clause, 810 poottees (ducats), weighing 217 ¼ tolas and 4 ½ wal, at 23 rupees per tola, cash paid.

2d. In the Rokhud Mel account-book of debit and credit for the year Sumvut 1904, on the 8th Ashwun Vudh, among the issues after the total has been added up at the bottom, the item of 28,070 rupees has been subsequently entered somewhere in the middle, with only the words "Pureckh Bechurbhaee Samuldass" written against it, and among the assets a marginal entry of 23,070 rupees is made in the name of Narain Row Runchore, and an item of 5,000 rupees in the name of Pureckh Ruttonjee Khandass, and both are written afterwards.

3d. In the "awra," monthly cash account-book on the debit side, at page 200, appears the item of 28,070 rupees, and on the credit side, at page 195, that of 23,070 rupees, and 5,000 rupees, the same items which occur in the "paneea," or waste sheet.

4th. In the "Ankra Vuhee," ledger, at page 34 in the account of Pureekh Bechurbhaee Samuldass, on the debit side, appears the sum of 28,070 rupees, and in the account of Narraien Row Runchore, at page 22, on the credit side, is entered the sum of 23,070 rupees, and at page 99 in the account of Pureikh Ruttonjee Khandass appears the item of 5,000 rupees, on the credit side.

5th. In the above-mentioned papers of debit and credit accounts for the 8th Ashwun Vudh, that 9th Sumvut 1904 (A.D. 19th and 20th October), the item of 28,070 rupees which appears in

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in the name of Bechur Samul, the late shett, is said to have been given away as a bribe, but there is not the slightest written proof to support this assertion. Correctly speaking, when items of expenditure are entered in an indefinite manner in firms against the name of the master, it is essentially necessary to keep a separate account of such sums, and if such is not done, how can it be possibly known on what account these items have been expended? The purport of the evidence of Gumashta Bhaceejee is, that certain sums were expended on bribes in the case of the dispute about the child, and the account has been carried on from the time of Baba Nafra; but this statement of his does not appear to be true, because the account has been going on from a period antecedent to Sumvut 1901, in the name of Bechur Samul, and references are made to former folios; in every one of these, and in these accounts, on the credit side, distinct entries are made, while on the debit side some are entered ambiguously, and for others explanation is given.

6th. Gumashta Damodhur Doolubh states in his evidence that the debits and credits were entered according to the directions of the Moonem; but he does not, in an honest manner, state the secret cause, although he must be well aware of the entire circumstances, for it is most unlikely that when it is written in part payment of the note for rupees, that he would be ignorant of what note that alluded to.

7th. What may be the true particulars of the note in question may probably be discovered on examining the account-books of the firm for several years, and seeing whether any entry has been made of it amongst the debits and credits, but it will be very difficult to fathom it unless information be procured from some person well acquainted with the secrets of the firm, I cannot, therefore, enter into details without having some clue to go upon. However, it is quite evident from the books that this sum was not paid to me, because this item in the debit and credit accounts for that date is credited as received, 23,070 rupees, from Narain Runchore, and 5,000 rupees in exchange for Ruttonjee Khandass's ducats, altogether 28,070 rupees, carried to the credit of the firm, from which it is clear that this sum in cash never left the shop on or about that date, and the evidence of Damodhur Doolub fully corroborates this.

8th. Another proof in this matter is this. In the extract taken from Narrain Row Runchore's aura (monthly cash account book), page 73, *Rs.* 24,048. 11. 9. is credited to the name of Paruckh Purshotum Runchore, and among the items in the clause below, the third one is *Rs.* 23,069. 15. 9. "Vudh, cash brought by Abba Mama." At the 76th page, on the debit side, an item * is entered at the heading of *Rs.* 23,069. 15. 9., against the name of Hurrybhaee Bhugteedass, on Ashween Vudh 8th, and underneath is inserted a clause, "Cash paid by Abba Mamma." Thus, excepting the mere difference of a quarter of an anna, this must be the account of the item of 23,070 rupees. In like manner in the khata vuhee, ledger, at page 3, this item is entered in the account of Hurry Bhugtee, on the debit side. The proof of this is, that it corresponds with the accounts of Samul Bhugtee, of the firm of Hurry Bhugtee; and at the 4th page in Purshotum Runchor's accounts, this item appears on the credit side. It is, therefore, evident from the whole accounts of Narraien Runchore, that the Baba made an abatement of this sum in his account with the shett's fim, but from the circumstance of this not being at once apparent, it seems that debit and credit entries of this sum have been made in the account-books of both firms.

9th. In support of what I have above stated, the books of the Pureeck Purshotum Runchor, from which extracts have been taken and recorded, fully corroborate it,† because at the 73d page is entered "23,070 rupees, Pureekh Ashwun, Vudh 8th;" and underneath this clause is inserted, "An agreement of the fim of Hurreebhoy Bhugteedass debited to the account of Pureck Naraien Row Runchor." In like manner, at page 72, under the sum of *Rs.* 3,942. 12. 12. dokras, debited to Narraien Runchore, in the 4th item of the clause appears "23,070 rupees paid to you according to an agreement of the firm of Pureekh Hurree Bhugtee." From this it is quite clear that this sum has been carried to account as a debit and credit, and not as a ready-money transaction.

10th. From the previous three clauses 7th, 8th, and 9th, it will be seen there is not the slightest proof that the amount in question was paid to me on or about Ashwun Vudh 8th and 9th. The item of 23,070 rupees was credited to Naraien Runchore, *i. e.* the shet of Baba Nafra, to whose account it was carried in the firm of Samul Bhugtee. This amount has been remitted from the whole account, and to appropriate it securely, although it was only a debit and credit transaction, it has been entered as a ready-money affair, and in order that other people might not imagine that he himself had taken the money, he has made a debit and credit entry of it in different ways in the accounts of his own two private shops, under the names of Naraienrow Runchore and Purshotum Runchore, the money remaining in the shop of the latter. From an examination of the books of the three firms, it will be distinctly evident that the sum in question never left any of these three shops, as I have above shown.

11th. In the same manner the 5,000 rupees worth of ducats which were purchased, are mixed up in the large item entered in the name of Bechur Samul, the head of the firm, therefore

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* In the account book the figure 7 has been marked out with a pen, and replaced by a 6.

† In another book, the Rozmel, in a similar manner, this sum at page 70 is credited, and at page 69 debited.

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therefore who can tell whether the ducats remained in his house or Baba abstracted them? but from Damoodhur, the Goomashta's evidence, it is to be inferred that he took them away.

In this manner, from the above particulars, it will be at once seen that the extracts from the account-books and other documents, which the Colonel has produced to prove that I received this sum, instead of substantiating the charge against me, on the contrary, serve entirely to refute the false accusation. However, should the Commissioner deem it necessary and approve of it, he should appoint a committee of soukars and others who understand accounts to inquire into this matter, or clear it up in any other way.

5. It is evident, from the accounts of the three shops, that the yad and two notes found in the jamdar khana were either placed there by Baba Nafra to screen his own roguery, or some enemy of mine, watching his opportunity, has adopted this means to secure my ruin; but they are nothing but forgeries. Against the item of 28,070 rupees is written, "Paid in part of the note for 78,000 rupees;" now from my not understanding the purport of the written agreement, explaining the object of this note, I am in great distress because, if clear proof of this could be furnished, it would be at once known who fabricated this slander against me. Had Baba Nafra and the Goomashta Damodhur, who wrote the accounts, given their evidence honestly, this circumstance would have been cleared up. That Goomashta, after giving false evidence, refers every thing to the Baba, and although the Baba was not questioned on this point, he himself made away with the 23,070 rupees, which is clear from his house accounts, therefore what hopes could be entertained of his telling the truth in the matter? For this reason, at the present time, I am quite unable to institute a rigid investigation into this affair. Should the Commissioner imagine that I can direct inquiries through other parties and thus obtain proof, I beg to say that such is impossible, because in this case the opposing party is no humble individual. The head of the station, the Resident, armed with full powers, the same person who entertains a spite against me, is my prosecutor, and the new Mooneem and other Gumashta in the firm of Hurree Bhugtee, who enjoy his favour, have been most propititious to him. Under such circumstances, were this country under British rule, it would be quite a different matter, but this is an independent state, and their durbar, kamdars, and people, are entirely under the control of the Resident, while I am a poor individual, who have fallen under the displeasure of Government, and come here alone and unaided; therefore, what is there to induce any one to lend me assistance? this point should be well considered. Further, if any one in the name of God should desire to lend me his aid, or give true evidence in my favour, they would never stop till they had secured his utter ruin, and were I to enter into minute detail on this subject, I should be called upon to substantiate it, and therefore I am unable to do so. In short, if the Commissioner should imagine that in this case the Colonel is as a stranger, or that I, as the dependent opposed to him, possess equal advantages, this supposition should be rejected, and he should use his best endeavours to discover what this note for 78,070 rupees is for, and what arrangement was previously entered into.

6. The following are my observations on the yad and two notes found in the jamdar khana:

1st. This is the purport of the yad, "Expended in the month of Ashwun Sumvut 1904 (A. D. 19th and 20th October), 28,070 rupees; date, Vud 8th. That on Vudh 9th, paid Nursoo Punt Tatia, on account of the dispute about the boy, 28,070 rupees."

"5,000 - - - 23,070."

In this manner was the yad which was found written, and which is said to be in the handwriting of Bulwunt Row Nafra.

2d. Two notes found rolled up with the above yad, of which these are the contents:

1st. Shree Nur Hurree (Invocation of Deity), "My request is, you have not yet sent the sum here, according to your promise. This is not proper of you. This is my petition."

2d. Shree Nur Hurree.—"This is my request, up to the present time the whole sum has not come; this is not becoming your dignity. This is my petition."

These notes are said to be in my handwriting.

3d. The above yad and two notes were found by the committee appointed to examine the jamdar khana of Hurree Bhugtee. They were discovered on the 7th April 1851 tied up in a cloth bundle, which had been taken out of a silver lota, found on examining the contents of a box in the small inner room in the southern jamdar khana; and to prove this fact, Soorujram and others, in all nine witnesses, have been produced, and they all depose as above stated, but there is a manifest discrepancy in their evidences as follows: Hurree deposes that he took the things out of the box and handed them over to Wujjoobhaee, who took them outside. Peetamber deposes in a similar manner. While Wujjoobhaee declares that Hurreea took the things out of the box and placed them near it, and afterwards took them outside himself. In like manner do Trimbuck Shastree, Soorujram, and Gujjanund Abba depose. Shumbooram again states that Hurrea took the things out of the box, and without putting them on the ground, carried them outside. Besides these, several other discrepancies occur. The whole purport of the evidence is, that Hurrea took the things out of the box, placed them on the ground, and afterwards carried them outside, which fact

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fact did not equally come under the observation of all. Therefore no one can affirm that in the confusion consequent on first placing the things on the ground, and afterwards carrying them outside, an opportunity was not afforded for introducing the small cloth bundle amongst them; and of the above witnesses Babajee and Venack Appa, two members of the committee, were outside, and Gujjanund Abba remained inside. Trimbuck Shastree states that his attention was not directed towards the lota, and that when the things were taken out of the box and put down on the ground, he went and sat outside; and that he did not remain inside till Hurreea brought the things outside. Further, Wujjoobhaee is an old man, and it is not likely that his attention would remain fixed amongst such confusion, and this Hurreea is the same Hurreea Khymutgar who has given evidence in the fourth charge. Regarding Soorujram and Sumbooram, I have already submitted a few brief observations in my defence on the fourth charge. Besides these, Peetamber, the new moomeen gumashta, was not present at the time of taking out the things, but he was the person who drew the papers from the lota, and on examining them, laughed. This individual, in order to get confirmed in the office of mooneem of the firm, felt himself naturally necessitated to keep in favour at the Residency. How this jumbling together has occurred, cannot fail to excite suspicion, but it is impossible for me to enter into particulars.

7. I beg to submit the following remarks on the evidence of the witnesses produced to recognise the handwriting of the papers found as above described.

1st. I have heard that when Bulwunt Row Nafra was first examined at the Residency, he recognised the handwriting of the yad as his own, but now when it is shown to him by the Commissioner, he first says that it is a copy of a paper he formerly made in the Residency, and afterwards, in a suspicious manner, he remarks that there is some difference in the form of several of the letters, the pith of which is, that if this is not Baba Nafra's villany, then the writer of the yad produced in the fourth charge, which is said to be in Bulwunt Row's handwriting, but which is not a good imitation, has evidently taken great pains, by carefully noting the form of the letters of Bulwunt Row, to make the handwriting of this yad exactly similar to his, owing to which he (Bulwunt Row) himself not being able positively to pronounce on the writing, has given a doubtful answer. Casting aside the question how it has happened, he distinctly declares that he did not write such a yad in the shop; and from the evidence of Gumashta Damodhur Doolub, given in this, and also in the 4th charge, it will be clearly seen that it was not the business of Bulwunt Row to do the writing work of the firm. Whether Baba Nafra be my friend or enemy, is it probable that he would, with his own hand place in the jamdar khana a paper regarding the dispute about the boy, and the discovery of which would accomplish his own ruin? Let this be well considered. Further, prior to the expenditure of this sum, there appears in this identical account another item of expenditure of 15,000 rupees in the month of Badrapud. The yads regarding this and other sums of a similar nature, entered in the debit and credit account during the management of Baba Nafra, which may have been discovered in the jamdar khana, ought to be produced and recorded, from which the Commissioner will be able to judge whether or not there are just grounds for supposing that the Baba himself prepared and deposited the yad in question there.

2d. Bhaskerow Vittul deposes that the handwriting of the notes resembles mine. With reference to this, I beg to observe that all the writing he has ever had of mine are the two lines at the bottom of official documents, containing signature and date, and that he should merely from those pronounce an opinion, is not correct. Ballajee Purushram deposes that he recognises the hand as mine, from having been in the habit of seeing the yads received by Gopal Row Meiral from me, but I don't think that any papers written by me were ever sent to Gopalrow Meiral. From an answer he gave to a question put by me, it will be quite evident that he has given his evidence through spite, which I have already alluded to in my defence on the fourth charge. In like manner the cutcherry karkoons are biassed in their evidence by the subordinate position they hold. They dare not, after a minute inspection of every letter, and of the style of writing, give their true opinion.

3d. Besides these the Colonel has sent questions on this point to five different people at distant places. Of these one has not been found out, and the replies from another have not yet been received. The replies from the remaining three, Ramrow Nursing, Mahdew Row Ramchunde, and Chinto Krishna, have been received. From the general tenor of the evidence of the first, Ramrow Nursing, that individual would seem to think that some one has attempted to imitate my handwriting. The evidence that Mahadeo Row Ramchunder has given, is most clearly dictated by spite, because some 17 years ago, in 1832 or 1833, he served as a carkoon under me for about one and half years, in the office of the Revenue Commissioner; and although he had then an opportunity of getting the situation of mamlutdar at Judapore, yet he did not obtain it; it was given away to another carkoon under me, junior to him, from which circumstance he has since that time entertained a grudge against me. After this he obtained the situation of jowab nuvees (sherestedar) of Nuggur, and subsequently when the new appointment of dufterdar at Nassik was made, Sir R. Arbuthnot intended nominating him to the situation, but there was some objection to this on the part of the Revenue Commissioner, the cause of which was attributed by Mahadeo Row to me, and consequently his spite against me was greatly increased. After this he came to Broach as dufterdar, and whenever I was in the habit of going to that place, people who had complaints against him used to come and see me. On this, although he used out-

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wardly to keep up ordinary intercourse with me, yet in his heart he always maintained a revengeful feeling, and was generally in the habit of backbiting me. The people of Broach can vouch for this, but in such a trifling matter it is needless to bring forward evidence. Who this Chinto Krishna might be, I was perfectly ignorant of before, but as he now states in his evidence that I was in the habit of writing letters to his father, I presume from this that he must be the son of Khristnajee Suckaram Burwe of Tarapoor; now I beg to remark that some 10 or 12 years have elapsed since his father was removed from his situation, when he died, and I don't recollect ever having written to him. I may, perhaps, have done so, but that he, from an examination of my writing at that time, and endorsements written by me, should say that he can therefrom recognise my handwriting is absurd. He himself says that he never saw me writing, and he is not a person competent to pronounce an opinion about the minutiæ whereby handwriting is recognised.

4th. A few letters here and there in these notes to an ordinary observer would appear somewhat like my writing, but the greater part of them are shaped quite differently; and in one note there appears a mistake, the word "udyapee" (as yet) is spelt wrong, the long ā is written instead of the short ă, the compound letter द्या (dya) is written separately, and the "p" (प) is in Balbood. Such orthography as this will never be found in any of my writings, and the words, "Venuntee Veshesh," are totally different from my manner of writing. Several such errors as these occur, and on a general review of the whole, the writing of the notes is not the settled hand that mine is, but appears like a boy's, and from the appearance of the original style of the writer; I am inclined to suspect that they have been written by some kayest purvoe.

5th. Everyone knows that very long papers are forged in imitation of other people's writing, and each of these two notes consist of but two lines and a half; and, therefore, if any one had a design of forging my writing, he would, from an examination of the form of my letters, have imitated them as has been done in this case. In this manner some one has written these two notes. Formerly in 1833, some one in the Sholapoor zilla presented a petition to Mr. Williamson, late Revenue Commissioner, on which an endorsement was written by me and signed by that gentleman, and the petition returned to the petitioner. On this, that person imitating my handwriting, wrote another endorsement of a different purport, and also imitated thereon the initials of Mr. Williamson. The particulars of this case were inquired into and decided on in the Sholapoor Court. There are hundreds of people of this sort who forge one another's handwriting, which is a well-known fact; but it is needless for me to adduce any more examples.

6th. In the fourth charge the commissioner put a question to Soorujram, the native agent, as to whether there were any people in Baroda who could forge documents, to which he replied that he did not know; but this is not a correct answer, because he knew right well that in the Joitabaee's case a paper had been forged, in proof of which it is mentioned in the summary of the Punchayet proceedings, recorded in the first charge, and the person who prepared this paper and made use of it, was the goomashta of Hurree Bhugtee, Lulloo Bugwan, who was present at the examination of the dufters at the Residency, as appears in the proceedings of the fourth charge, for he is one of the witnesses in that case, produced to prove the finding of the note for 20,000 rupees; and he is also the same individual whose evidence is taken in this sixth charge. The object of this is to prove that forgers are to be found in Baroda.

In short the notes only allude to the sending of money, therefore considering that Baba himself lived in the town, and that we must have been in the habit of meeting, what was there to have prevented my telling him this by word of mouth? Am I an arrant fool that I would write such a note about a bribe. If these circumstances be maturely considered, it will at once be apparent that the whole is a fabrication. I have already given in the names of the individuals whose evidence I wish taken on my part regarding the writing of the notes in question, and questions have been forwarded to them. As soon as their replies are received the evidence of the dufterdar at Kaira, will be taken, when all will be cleared up.

8. I am utterly incapable of tracing by whom, and how the papers have been forged as above-mentioned, and from the debit and credit accounts brought forward in evidence it is quite clear that they are false, and therefore I cannot comprehend what benefit could be expected from producing such false documents.

9. I have heard that Baba Nafra was in the habit of appropriating sums in this manner from the firm of Hurry Bhugtee, and from the accounts it appears that this sum was taken for his own use. In the same manner the Baba appropriated the items of 20,000 rupees, the subject of the fourth charge. I was not aware of this circumstance until after I had given in my defence on that charge, because before doing so I had not been allowed to examine the account-books of the private shop of Baba Nafra, according to my express desire; but I was directed to make a request to that effect in the body of my defence; accordingly, after I had sent in indefinite and doubtful particulars regarding that item, I was permitted to examine the books of the shop in question. Among these the roz-mel-auro for the year Sumvut 1901 (A. D. 1845), of Poorshotum Runchor, was not to be found; whether a marginal entry of this sum (the 20,000) was made on this account I cannot understood; however, in the books for Sumvut 1902 (A. D. 1846) this item is credited to the account of Ranchor Balanath, on the 2d Margsheersh Shoodh

(A. D.

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(A. D. 1st December 1845). It does not appear that there is a soukar or shopkeeper of that name, from which I am quite certain that Baba has written this name as being that of his tutelar deity, in order that he alone might understand it. I have already explained this matter to the Commissioner orally, who has entered it in the proceedings. If any doubt is expressed on the subject of this, being an item of the month of Veiseakh, Sumvut 1901 (May 1845) and credited seven months afterwards in the month of Margshersh, Sumvut 1902 (December 1845), then I would beg to observe, by way of explanation, that as long as the Shett was alive the Baba could not openly give out that he had made away with this sum himself. The Shett died in the month of Badrapud (September), and within three months afterwards he paid the money over to his own private shop, and crediting it in the name of his tutelar deity he succeeded in disposing of it without fear of detection. Of this there is no doubt, and it should be borne in mind that he knowing well that if he gave explicit information on this point that he would have to refund the money, has deposed in an ambiguous and dubious manner, and thus secured his own escape.

10. In short Baba Nafra has by every possible pretext appropriated money from the firm to himself, and endeavours to show that several of the undefined items bear reference to me; concerning this I beg to remark that the Baba's explanation regarding the total amount of defalcations laid to his charge was taken, and afterwards the present moonim gumashta, and others, drew up a memo. of adjustment, both of which papers were received at the Residency, and the Colonel produced them in the fourth charge, to prove the fact of the temple. These papers should be sent for from the office, and recorded in this case, when after understanding what sums have been drawn out by Baba, and also the particulars of the adjustment memorandum, it will be at once seen how many indefinite items still remain, and how much money he has made away with by every possible contrivance.

11. In this as well as in the fourth charge, extracts from the account-books of the shop of Naraien Runchore and Poorshotum Runchor have been recorded, and I have heard that the Colonel affirms that these books are not authentic. In reply, I beg to observe that these books are the same as those of Hurree Bhugtee. There are corresponding debit and credit entries in both, and whether money has been received in the shop, or paid out of it, in these books alone will entries of it be found; and if they are assumed to be false, what then are the grounds for preferring this charge against me? Is the presumption jumped at merely from the circumstance of the discovery of the yad (memo.)? If this is the only reason, I would beg to observe, that a person in authority can procure against any one he chooses as many yads of this description and other documents of sorts as he may require, therefore there is no occasion for my enlarging on this subject.

12. In this case the item as entered in the books is in part of the note for 78,000, but in the yad it is stated in part of the note for 78,070 rupees; I cannot comprehend the cause of this difference. Whether it has happened from the item of 28,070 rupees, having a 70 in it, or in order that no one might imagine that the yad had been prepared from the account-books, or in what other manner, I cannot understand. It appears to me that the 70, above alluded to, has been added in the same manner as is usually done on account of interest and exchange, &c., since in the entry of this item in the chopras the note of 78,000 is alluded to; it is evident that there must be some cause stated in that note, but without finding good grounds to go upon, I am unable to write anything on this subject. In bribery cases it is not likely that notes of hand would be taken for the amount. It may probably be connected with some private money transaction with the Guicowar government in this case. In such a matter what inquiries can I possibly institute?

13. The witnesses in giving their evidences do not depose in a uniform manner, therefore, in case the Commissioner should on this account entertain suspicions, I beg to inform him that the reason of it is this: the people of this place are not acquainted with English customs, but according to the manner in vogue in Mahratta durbars, are in the habit of deposing in a confused manner. It is commonly said among people that if the evidence is concocted the replies of all the witnesses are sure to be alike, but if the prosecutor be a humble individual, and he and his witnesses enter into collusion, then also this will take place. This case is one of this description, some of the witnesses being in a subordinate position; some tempted by the hope of bettering themselves, some from enmity to me, and some from other circumstances, have given evidence, consequently, they only state sufficient to bring home conviction, and if on a dispute arising on any point, questions are put regarding it, they either from the circumstance of their being false from the very outset, or from doubtful matters having arisen, have fallen into perplexity, and given whatever answers have occurred to them at the time. Such is my opinion, which I have written merely for the information of the Commissioner.

14. In the preceding second para. I have made certain remarks regarding my having forwarded a petition to be permitted to retire on pension, but as I omitted to state that, agreeably to the orders of Government, I remained in the service, and considering it essentially requisite that the Commissioner should be informed of this fact, I now beg to state that in January 1849, the Government most kindly sent me an order to the effect that, if I wished it, I might withdraw my resignation, but that I would not receive any more pension

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than I was entitled to. As I had not taken back the money I had paid into the Warden Official Fund, on this account the amount of my pension at that time would have been very small, and as I also heard that Government had it under consideration to come to some settlement with those who had not taken back again the amount they had paid into the fund, I thereon, agreeably to the desire of Captain French, and in order to see what good might result of it, continued in the service. Afterwards, on the receipt of the Government order in 1850, to take back the amount paid to the fund, I did so. In September 1848 I had, thinking my full period of service, 30 years, had been completed, sent in my resignation, but I now became aware that the Government would not reckon in my period of service those years I had served as tullatee;* for this reason it became necessary for me to serve some little while longer to make good this period. I merely state these circumstances for the Commissioner's information.

15. In short, the Colonel says, that the purport of the first, sixth and seventh charges ought to be embodied with this one, and a decision come to thereon, from a consideration of the whole case. In reply to this, I beg to state, that however great strength the Colonel may wish to give to this charge, nevertheless, from the documents mentioned in the 4th para., it is quite clear that this money was not paid to me. For this reason it was unnecessary for me to have entered into so lengthy a reply to this charge, and it is so still. Further knowing full well that the whole particulars of this case are as clear to the perception of my judge as the noontide sun on a summer day, I have not attempted as far as lay in my power to criticise the members of the committee, the discrepancies in their evidence, the committee proceedings, &c.

16. The following are the documents and witnesses I wish to produce in support of this case:

DOCUMENTS.

1. A copy of the evidence given by Naraien Row on the 23d June 1851, in the first charge regarding the endorsement bearing Mr. Battye's signature, attached to the yad received from the Guicowar government, and dated 9th October 1848.

1. Copy of Captain French's replies to Nos. 1, 2, and 52, of the questions put by Colonel Outram in the first charge.

1. Extract from the account-books of Samul Bhugtee, of the account of Bechur Samul, for the year Sumvut 1901, to support what I have stated in the fifth clause of the fourth para.

1. Such memorandums "yads" as may have been found in the jamdar khana of Hurree Bhugtee, giving full details of all blank entry items, in addition to the one of 28,070 rupees, during the time Baba Nafra held the management, as requested in the first clause of the seventh para.

1. Copy of the para. of the Punchayett decision, in which the guilt of Lulloo Bhugwan is detailed, in support of the sixth clause of the seventh para

1. The replies which may be received from the witnesses on my part in different zillas, regarding the handwriting of the notes, to whom questions have already been sent, as I have stated in the seventh para. above alluded to.

2. Witnesses in Poonah:

1 Moro Trimbuck Sabussra Boodhea, principal Suddur Ameen, or Aba Sahib Dumdhera, sirdar of the second class, whichever of the two may be present at the time.
1 Beekajee Rugoonath Mahratta, a carcoon in the Nana Furnuvesh Dufter.
2

1 Dajee Khrishna Pundit, karbaree at Kolapoor.
1 Bulwuntrow Vitul Tambe, mamlutdar of the Purgunna Soundee, zilla Kandeish.
4

1. The explanation sent by Baba Nafra regarding the defalcations from the firm, and the gumashta's objection thereon, in all two papers, as stated in the 10th para.

WITNESS.

1. The evidence of Babajee Bapooje, late dufturdar at Kaira, must be taken about the handwriting as soon as the notes have been received back again.

The above documents and witnesses are required.

(signed) *Nursoo Luximon,*
Late Native Agent Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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* Village accountant.

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(O.)

DEPOSITION of *Narayen Row Chimnajee*, given in the First Charge, tried before the Special Commissioner at Baroda, on the 23d June 1851.

Narayen Row Chimnajee is called in; Affirmation administered, and examined by the accused.

I READ all petitions that are to be translated by the assistant or writers. When an abstract translation is to be made of a paper, it is taken to the assistant and read, and he abstracts from it. (D. 3) was translated by my reading the paper to Mr. Battye, and he translated what he thought right of it. I do not recollect having made any translation of (D. 2.) Having read some of the paper, I recollect that I have read for translation, thousands of times, a paper to the same effect, but I cannot be certain that it was this, as my signature and minute is upon all I read for translation. I am quite certain that I read it at some time, but whether for translation or not, or to whom, I cannot remember. I also read (D. 4) to Mr. Battye, but whether he translated it or not I cannot remember. I do not know what Mr. Battye wrote in English as the substance of them.

Cross-examined by the Prosecutor.

I was not aware that I was to be examined on this subject. I do not go every day to consult with Nursoopunt. I did not go to meet him at Chownee. I have been once to Nursoopunt's, but have had no conversation with him on this subject. I have not heard, nor do I know, that all the office, and the whole town, know that Nursoopunt was to be examined on this point. I know a little English; I can read a name. Mr. Battye wrote his translation of the petition of the 7th May, while I was sitting on the floor, and he at the table; there was much said about some difficult words. I do not know what he may have written. When a question arose, we discussed it; and if he was in difficulty he looked in the dictionary, but that he did so in this case I do not recollect. I have only to read, and do not know what Mr. Battye writes. Once in a hundred times he sends the translations to the office to be copied by me, but generally he keeps them to correct, and sends them by a peon. Mr. Battye did not send the substance over to me, and ask if it was correct. I do not know whether Nursoopunt knows of the purport of all translations that leave this office. I inform Nursoopunt of what papers have been translated. I have never since been made aware of what Mr. Battye wrote as the substance of the petitions.

By the *Commissioner*.] Captain French came here about the 1st or 2d November 1848. All the establishment, carkoons, dufterdars, and all, went to him to do work. Nursoopunt was dufterdar. Captain French did not call any particular carcoon; he sent for Nursoopunt or a carcoon. Before Nursoopunt came at 10 o'clock, he used to send for me. I have spoken to Captain French about the Joitabhaee case; he never asked me my opinion of the case, only who the parties were. I have shown him the documents which were in the office against Joitabhaee and Bechur Samul's character. The endorsement on (D. 1) is in Nursoopunt's handwriting, and so is that on D. 2. On the day the petitioner came, Captain French, Nursoopunt, and I were in this very room, and part of the petition was read, and something occurring against the Guicowar, Captain French dictated an order and sent them back. I think the Guicowar's vukeel, Govindrow, was then present, but I am not quite certain; but something disrespectful being read, Captain French told Nursoopunt to send it back unread. Nursoopunt said nothing to him. Captain French was not angry. Nursoopunt did not say that it was unjust to send it back; I did not hear him say so. I do not recollect whether they both came the same day. Govindrow was only present one day, but whether that was the 11th or 21st, I cannot recollect. The other day, only Nursoopunt, Captain French, and I were present. The endorsement on (B. 27.) is in my handwriting; I wrote it at Mr. Battye's order; it was in his presence, when he was in charge of the Residency; Nursoopunt was then in the office, but I am not quite certain. I do not think the endorsement bears the appearance of partiality. I wrote the endorsement at Mr. Battye's dictation; the first 13 lines I wrote myself, but from the words, "Afterwards on his being asked why Lardbhaee did not answer, &c.," was at Mr. Battye's dictation, not literally, but to the purport of what he said. It was shown to Nursoopunt after I had got Mr. Battye's signature upon it. This was not a matter of importance, so I wrote it off all at once, without correction or erasure. I did not read, that I can recollect, the 48 untranslated papers to Captain French.

The witness having heard the above read over to him in Mussulmanee, withdraws.

(True extract.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

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(P.)

QUESTIONS put to Captain *French* by the Prosecutor, together with his Answers, given on the 3d July 1851.

Question 1. DID you ask Mr. Battye to communicate to you his own views regarding the Joitabhaee's case?—*Answer.* Of course; Mr. Battye and self conversed on all such cases freely.

2. If so, what were his views, as expounded to you by him?—The same as my own, as far as I recollect.

3. To whom was it proper that you should have referred the petitions for examination before reporting to Government that they were mere repetitions of the petition of December 21st, 1848?—Such references should be made through the assistant to the native agent; all drafts and fair copies of letters the former sees, are signed by Resident.

(True extracts.)

(signed) *W. E. Frere.*

(Q.)

Monthly Cash Book for 1845.

TRANSLATION of Extracts from the "Aura," Monthly Cash Account Book, of the Firm of Samul Bhugtee, for the year Sumvut 1901, from the Account of Bechurbhaee Samuldass, at pages 40 and 43.

Cr.	*Dr.*
	Page 40.
	1,000 Pareekh Bechur Baee Samuldass, Poosh Vudhy 2d,* that Vudy 3d.
	1,000. Cash paid through Hurree Baee Khijmutgar.
	Aura, page 34.

* *Sic orig.*

	Page 43.
	300 Paruck Bechur Bhoy Samuldass, Poush Vudhy 11th.
	300. Cash paid through Hurree Bhaee Khijmutgar.
	Aura, page 34.

Ledger for A.D. 1845.

Extract from the Account of Bechurbhaee Samuldass, at Page 34 of Ankra Vakee (Ledger) of the above Firm, for the year Sumvut 1901.

Parukh Bechurbhaee Samuldass' Account for Sumvut 1901.

Double Account, page 23.

Cr.	*Dr.*		
	Page 29.	1,000.	Page 40, Poush Vudhy. 3d.
		300.	Page 43, ditto - ditto, 11th.
			New Ledger, page 33.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(R.)

EXTRACT from Translation of a Memorandum from Bhasker Row Wittul Khasgee Walla; Bheemashunker Gungadhur Mootalick; Narrayen Row Mahadew Mujmoodar; Pareck Gopal Row Myral; and Pareck Chooneelal Lulloobhaee, to his Highness the Guicowar; dated Sumvut 1907, Asso Sood 11th.

Lulloo Bhugwan's Guilt.

Para 2. LULLOO BHUGWAN in his deposition states, that he was induced to get his son, Munsook, to draft and write out the false document purporting to be from Bhanabhaee to the Meetapoor people, to pay to them annually the sum of 200 rupees by the orders of Baba Nafra; but Lulloo Bhugwan having failed to produce witnesses to establish his having been so directed by Baba Nafra, it appears to us conclusive that Lullo Bhugwan, from interested motives, got this false document drawn out by his son; therefore we find him fully guilty of the crime of forgery.

(True extract.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

(S.)

TRANSLATION of Questions put to *Bickajee Rugoonath*, Carkoon of the Poonah Duftur, in the Waree of Nana Furnavess, in the Department of the Revenue Commissioner, on the part of the Nursoo Luxumon, late Native Agent of the Baroda Residency, on the 4th July 1851, and his Replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—*Answer*. No; I don't.

2. If in my handwriting, do you recognise them as such, in the same way in which you would any public document you saw of mine, or any letter you might receive from me?—I do not think they are written by you.

3. Are all the letters of these notes formed like mine; if not all, state clearly what letters are like mine, and what are not?—The handwriting of these two notes appears to me to be radically unlike that of Nursoo Punt.

4. Does the writing of these notes appear to you to be in a settled hand like mine, or not?—In a previous reply I have stated, that in my opinion the writing of these notes is radically unlike that of Nursoopunt.

5. Do these two notes, in your opinion, bear any marks whereby you can at once affirm whether or not they are written by me, and if so, state what they are?—No such marks appear to me by which I could recognise them as Nursoo Punt's, because in his handwriting the vowel marks for ē and Ē, are generally of an angular shape above the line, which is not the case in these notes.

6. If you have any of my private letters in your possession, or seen any to other people, do the words, "Shree Nur Hurree" always appear on the heading; if so, are they written in the same way as those words in these notes?—I do not recollect that the words "Shree Nur Hurree" were written in any of the letters I have received from you; I have also seen several rough papers in your writing, and on none of these do these words appear.

Question on the part of the Resident, Colonel Outram, C.B.

7. Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I had no knowledge of it whatever until I came here.

Questions on the part of the Commissioner.

Question 1. Have you ever seen Nursoo Punt write?—*Answer*. Yes; when he was (amanutdar) trustee in the Dufter; in the Warra of Nana Fudmuwees I have seen him writing.

2. In the writing of Nursoo Punt, are there any particular marks by which you could distinguish it from the Beewulkurree hand; and if there are, mention them?—The style of writing of Nursoo Punt is different from the Beewulkurree hand, but I cannot point out any particular mark.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it, and if you got such information by letter, be pleased to

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

to produce it?—Until I came here I had no intimation, and had not received the slightest hint of it, either by letter or in any other way.

21 August 1851. (signed) *Bickajee Rugonath,* Mahratta.

Answers to the above questions given on solemn affirmation before me, this 21st August 1851.

(signed) *H. Brown,* Judge.

(True translation.)
(signed J. T. Jameson, Assistant Commissioner.

(T.)

Translation of Questions put on the part of Nursoo Luxumon, late Native Agent, Baroda Residency, to *Moropunt Tatia,* Principal Sudder Ameen, Zilla Poonah, on the 4th July 1851, and his replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—*Answer.* I cannot positively say in whose handwriting they are.

2. If in my handwriting, do you recognise them as such in the same way in which you wouldany public document you saw of mine, or any letter you might receive from me?—My answer to this is contained in my reply to the first question.

3. Are all the letters of these notes formed like mine; if not all, state clearly what letters are like mine, and what are not?—The forms of most of the letters of these notes are dissimilar to those of Nursoo Punt; in the writing of Nursoo Punt, the shape of the vowel marks for ĕ and ē is generally angular above the line, and when compound letters occur, he for the most part joins them together, and writes without raising his pen from the paper. Such letters do not appear in these notes; I therefore point out these two signs.

4. Does the writing of these notes appear to you to be in a settled hand, like mine, or not?—The handwriting of these two notes are not in a settled hand like that of Nursoo Punt's.

5. Do these two notes, in your opinion, bear any marks whereby you can at once affirm whether or not they are written by me, and if so, state what they are?—The reply to this is contained in my answers to the above questions.

6. If you have any of my private letters in your possession, or seen any to other people, do the words "Shree Nur Hurree" always appear on the heading; if so, are they written in the same way as those words in these notes?—I have letters in my possession written by Nursoo Punt, but in none of them do the words "Shree Nur Hurree" occur at the heading.

Question on the part of the Resident, Colonel Outram, C.B.

Question. Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I was neither previously informed, nor have I received a letter from any one on the subject.

Question on the part of the Commissioner.

Question 1. Have you ever seen Nursoo Punt write?—*Answer.* Yes, I have.

2. In the writing of Nursoo Punt, are there any particular marks by which you could distinguish it from the Beewulkurree hand, and if there are, mention them?—The form of his writing is almost entirely different from the Beewulkurree hand.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it; and if you got such information by letter, be pleased to produce it?—I have received no intimation by letter from any one.

(signed) *Moro Trimbuck,*
29 August 1851. late Principal Suddur Ameen.

Answers to the foregoing questions, given on solemn affirmation before me, this 29th August 1851.

(signed) *H. Brown,* Judge.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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(U.)

Translation of Questions put to *Dajee Krishna Pundit*, Karbarree of Kolapoor, by Nursoo Luxoman, late Native Agent, Baroda Residency, and his Replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—No; I don't.

2. If in my handwriting, do you recognise them as such, in the same way in which you would any public document you saw of mine, or any letter you might receive from me?—On examining both the notes, the handwriting and the form of the letters appear quite different, and they look altogether as if they had been written by a boy. The hand is not a settled one; therefore, I don't think they can be in your handwriting.

3. Are the letters of these notes formed like mine; if not all, distinctly state what letters are like mine, and what are not?—On examining the form of the letters of the two notes, these three, "a" (अ) "m" (म) "k" (क) alone appear shaped like yours, but your hand is matured; that is to say, of a settled style, which these are not, and the shape of the letters are also different.

4. Does the writing of these notes appear to you to be in a settled hand like mine, or not?—My reply to this will be found in the answer to the 2d question above.

5. Do these two notes, in your opinion, bear any mark whereby you can at once positively affirm whether or not they are written by me, and if so, state what they are?—From the shape of the letters, as well as the style of writing of both notes, it cannot be decided that they are written by you; therefore, how can I possibly point out any marks.

6. If you have any of my private letters in your possession, or seen any to other people, do the words "Shree Nur Hurree" always appear at the heading; and if so, are they written in the same way as those words in these notes?—I have formerly seen private letters of yours, but I don't recollect whether the words "Nur Hurree" were written on the whole of them; on several of them the words may be written after "Shree;" the "Shree" and "Nur Hurree" in these notes don't appear shaped as if written by you.

Question to the above individual on the part of the Resident, Colonel Outram.

Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I had heard through the newspapers, and from popular rumour, that charges had been preferred against Nursoo Luxoman, and that a committee was sitting to inquire into them, but I received no intimation by letter from any quarter regarding these questions.

Question on the part of the Commissioner to the above individual.

1. Have you ever seen Nursoopunt's writing?—Yes, frequently.

2. In the writing of Nursoo Punt's are there any particular marks by which you could distinguish it from the Bewulkaree hand, and if there are, mention them?—There are very few people who, when their hands become settled, continue to preserve to the last the shape of the letters, as in the copies of the Poonah Rewulkurree writing, though they may have contracted the habit at first; generally when the writing settles down into a small hand, the shape of the letters also alters; therefore how can I positively point out any distinguishing marks.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it, and if you got such information by letter, be pleased to produce it?—I have received neither verbal nor written intimation from any one.

4 September 1851. (signed) *Dajee Krishna Pundit.*

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(V.)

Translation of Questions put to *Bulwuntrow Vitul Tambe*, Mamlutdar of the Talooka of Sonde, Zillah Candeish, by Nursoo Luxmon, late Native Agent, Baroda Residency, and his Replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—*Answer.* I have examined the notes in question, but cannot say in whose handwriting they are.

2. If in my handwriting, do you recognise them as such in the same way in which you would any public document you saw of mine, or any letter you might receive from me?—I have already said in my previous reply, that I cannot recognise the handwriting, and I don't think they are written by you.

3. Are the letters of these notes formed like mine; if not all, distinctly state what letters are like mine, and what are not?—It does not appear to me that the shape of the letters of these two notes resembles those of your writing.

4. Does the writing of these notes appear to you to be in a settled hand like mine or not?—I was formerly in the habit of seeing many papers written by you, and the writing of

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of them was quite a settled hand; whereas the letters of these two notes do not appear to me to be shaped, or in the settled hand that yours is.

5. Do these two notes, in your opinion, bear any marks whereby you can at once positively affirm whether or not, they are written by me, and if so, state what they are?—I cannot discover in these two notes any distinguishing marks or letters like your writing fit to be pointed out.

6. If you have any of my private letters in your possession, or seen any to other people, do the words "Shree Nur Hurree" always appear at the heading, and if so, are they written in the same way as those words in these notes?—I cannot positively recollect what you were in the habit of writing at the heading of your letters, but I will look and see if there* any in my house, and how they are headed; after which I will recount the particulars in this Court.

* Sic orig.

(signed) *Bulwuntrow Vitul*,
Mamlutdar, Talooka Sounde.

After giving my replies to the above six questions I went home, and having now returned again, state on my former solemn affirmation, that I have discovered one of Nursoo Luxoomun's letters in my house, at the heading of which "Shree Nur Hurree Prussum" is written, but they occur in that part of the letter which is not written by him. The only words written by him in this letter are, "What more shall I write? this is my petition" (Bohut Koee leehine hè venuntee). I cannot remember whether he was in the habit of writing thus in all his letters, or in some other way, and at the desire of the above Court I have now made over this letter to them.

(signed) *Bulwunt Vitul*,
Mamlutdar, Talooka Sounde.

Question to the above individual on the part of Colonel Outram.

Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I was never verbally informed regarding the above questions, nor have I ever received a letter on the subject.

Question on the part of the Commissioner to the above individual.

1. Have you ever seen Nursoo Punt writing?—Yes, I have frequently been present when he was writing.

2. In the writing of Nursoo Punt are there any particular marks by which you could distinguish it from the Bewulkurree hand, and if there are, mention them?—In these two notes there are no words which resemble Nursoo Punt's writing; therefore how can I point out any particular marks.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it, and if you got such information by letter, be pleased to produce it?—I have received no intimation from any one as to the purport of the above questions, nor has any one written to me on the subject.

The answers to the above questions have been given on solemn affirmation in the Judge's Court, on the 29th September 1851.

(signed) *Bulwuntrow Vitul*,
Mamlutdar, Talooka Sounde.

Given on solemn affirmation, this 29th September 1851.

(signed) *J. M. Suart*, Acting Judge.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(W.)

EXTRACT of Items from the Account of Bechur Samul for the year Sumvut 1901, taken from an Enclosure, No. 133, received with the Reply written by Petambre Sew Lall, Moonium Gumashta of the Firm of Hurry Bhugtee, dated Poss Vudhy 2d, Sumvut 1907 (A.D. 19 January 1851), given to the Explanation furnished by Baba Nafra, and a Copy of which Reply was received at the Residency on the 25th January 1851.

No. 2. REGARDING items, against some of which the individual to whom the amount has been made over is mentioned, and in others not (1,300). In the Sumvut 1901, this is entered in two separate sums, which the Baba writes was expended in the time of the Shett, and that he knows nothing about it; but this amount was paid to the (hukeem) doctor, through the Baba, notwithstanding which he tells a falsehood, by denying all knowledge of it; as, however, it has been expended in the Shett's account, no dispute will be made about it.

(True translation.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

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LETTER from *Nurso Luxmon.*

Sir,

IT is rumoured that some of the account books connected with the bribery case have been sent for by the Resident to-day. If it is in consequence of your suggestion, I am satisfied, provided they remain in your possession; but should they have been sent for without your suggestion, I must distinctly inform you that I have reasons to suspect that they may be tampered with. Though I have at present no means of ascertaining whether they have not already been tampered with, yet it is necessary that some precautionary measure must be taken to prevent this in future. I therefore most earnestly entreat you to procure at once the following account books:—

Samul Bhugtee (*i. e.* Hurree Bhugtee's) Books.

"Panya," or rough daily cash-books, for the years Sumvut 1903, 1904, and 1905.

"Khurda Vuhee," or "Rokud Rojemail," for Sumvut 1903, 1904, and 1905.

"Avra Vuhee," for Sumvut 1903, 1904, and 1905.

"Khata Vuhee," or ledger books, for Sumvut 1903, 1904, and 1905.

"Vyag Vuhee," or interest books, for Sumvut 1903, 1904, and 1905.

And the same books for the same three years of the two separate firms of Narayenrow Runchode and Poorshotum Runchode.

All these books must henceforth remain in your possession until the case comes up.

In conclusion, I must beg your pardon for giving you this trouble to-day, for not only is this not the court-day, but it is Sabbath. I, however, trust that in consideration of the emergency and importance of this application, you will not be offended with

Yours, &c.

Baroda, 29 June 1851. (signed) *Nurso Luxmon.*

Nursoo Luxmon.

Sir, 5 P. M.

I HAVE just received your letter of this day, and have requested the Resident to procure the books you require from the city.

I have further requested Colonel Outram, should he have got possession of the books, to take measures to prevent anybody having access to them except in his presence, which will effectually prevent the possibility of their being tampered with hereafter.

I am, &c.

29/6/51. (signed) *W. E. Frere.*

Colonel *Outram.*

Sir,

I HAVE the honour to enclose a letter just received from Nursoo Luxmon (which I request may be returned), in which he requests that several books of the firms of Hurree Bugtee, Narayenrow Runchor, and Purshotum Runchor, for the years 1903-4-5, might be placed in my possession until the case be decided. I should, therefore, feel obliged by your taking the requisite steps to procure them from the city.

Should you, as Nursoo Luxmon expects, have got possession of the books, and require to examine them in the preparation of the case, I request you will, when you have done with them, send them to me, and also take measures to prevent any one having access to them except in your presence.

I have, &c.

29/6/51. (signed) *W. E. Frere.*

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Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir, Sunday, 6 P. M.

In reply to your letter this moment received, transmitting a letter from Nursoo Luxmon, in which he requests that several books of the firm of Hurry Bhugtee, Nurrayen Runchor, and Purshotum Runchor, for the years 1903-4-5 (A. D. 1847-48 and 1849), might be placed in your possession until the case is decided, and requesting me to take the requisite steps to procure them from the city; also intimating, should I, as Nursoo Luxmon suggests, have got possession of the books, and require to examine them in the preparation of the case, your request that when I had done with them I would send them to you, also take measures to prevent any one having access to them except in my presence, I have the honour to inform you, that early this morning I received information that a meeting had been held at Nursoo Luxmon's house late last night, when it was arranged to effect certain alterations in the books referred to. Accordingly, I sent a message to the minister at eight o'clock this morning, to request that the books might be immediately sent to me, after being first sealed with the Durbar seal, to remain in my custody until called for before the commission, when the seals should be broken in your presence.

2. Afterwards, it having occurred to me that possibly the tampering might have already been effected, I despatched a carkoon with the authenticated extracts formerly taken from the chopras, with request that they might be compared with the books prior to being sealed up by the minister. The carkoon was sent back immediately with an intimation that the books should be sent open to me, in charge of the kutwal of the city, in order that they might be compared in my presence before being sealed up; but up to this hour I have heard nothing more regarding them.

3. From this circumstance I apprehend that the tampering had already been effected; and that as I had insisted on their examination being effected before affixing the Durbar seal, it was then seen that the complicity of the Durbar officers in the villany would thereby be exposed, his Highness having been requested to retain them (those of Narrayn Runchor and Runchor Purshotum, those of Hurry Bhugtee were made over to the firm) under attachment, since they were formerly examined.

4. I shall again send for the books to-night, and on their arrival place them under the Residency guard until you come to office, when I hope you will allow them to be examined in your presence.

5. I have the honour to return Nursoo Luxmon's letter.

I have, &c.

Baroda, 29 June 1851. (signed) *J. Outram*, Resident.

To *W. E. Frere*, Esq., Commissioner, Saheb Bahadoor, Camp, near Baroda.

Sir, (Received, 30 June 1851.)

I am very highly obliged to you for procuring the books I required; but as I am now engaged in preparing my defence, which is to be given in to-morrow, I most humbly beg you will pardon my not attending the court to-day, as directed in your note just received.

I beg you will require Narayen Row to attend to-morrow, for his evidence will be necessary.

I remain, &c.

30 June 1851. (signed) *Nursoo Luxmon.*

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

J. L. Johnson, Esq.

Sir,

UNDER Act VII. of 1841, I have the honour to enclose papers of questions to be put to Chinto Kristn Burvee, a Brahmin of Tarrapoor, and Sucaram Jeuram Kanatkur Mahajun, of Palveit Turuf Evajur, to the * supposed to be residing in Bombay, which I request may be put to them, and their answers taken and returned to me.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to them when examined.

Enclosed I also send a parcel containing letters addressed to the judges of Tanna, Poonah, and Ahmednugger, Kandeish, and the Political Superintendent of Kolapoor, and shall feel further obliged by your putting the documents (B.) and (C.), when you have done with them, into the letter to the Judge of Tanna, and send the whole packet to him, returning the statements before you to me.

* Sic orig.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

To the Judge of Tanna.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Mahadewrow Ramchunder, mamlutdar of Kallian, and to request you will take his answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to him when examined.

I also enclose a parcel containing letters addressed to the authorities in the margin, and shall feel obliged by your putting (B.) and (C.) into the letter to the Judge of Poonah when you have done with them, and send thewhole packet to him, returning the statements before you to me.

Judge of Poonah; Political Agent, Kolapoor; Judge of Ahmednugger; Judge of Dhoolia.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

To the Judge of Poonah.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Ramrow Nursew Dufterdar, on the Revenue Commissioner's Establishment, S. D., Moropunt Tatia, P. I. A., Abba Sahib Dunderee, Bickojee Rugonath Marathi, agent's office; and to request you will take their answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to them when examined.

I also enclose a parcel containing letters addressed to the authorities in the margin, and shall feel obliged by your putting (B.) and (C.) into the letters to the Political Superintendent of Kolapoor when you have done with them, and send the whole packet to him, returning the statements before you to me.

Political Agent, Kolapoor; Judge of Ahmednugger; Judge of Dhoolia.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

To the Judge of Ahmedmuggur.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Wiswasrow Basker Gokle, moonsiff of Ahmednuggur, and to request you will take his answers, and return them to me with as little delay as possible.

I have

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to him when examined.

I also enclose a parcel containing letters addressed to the authorities in the margin,* and shall feel obliged by your putting (B.) and (C.) into the letter to the Judge of Kandeish when you have done with them, and send the whole packet to him, returning the statements before you to me.

I have, &c.
Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

* *Sic orig.*

To the Judge of Kandeish.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Bulwuntrow Wittul, mamlutdar of Jownda, and to request you will take his answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C), which I request may be shown to him when examined.

I have, &c.
Baroda, 5 July 1851. (signed) *W. E. F.*

To the Political Superintendent of Kolapore.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Dajee Kristna Pundit, and to request you will take his answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to him when examined.

Judge of Ahmednugger; Judge of Dhoolia.

I also enclose a parcel containing letters addressed to the authorities in the margin and shall feel obliged by your putting (B.) and (C.) into the letter to the Judge of Ahmednuggur when you have done with them, and send the whole packet to him, returning the statements before you to me.

Baroda, 5 July 1851. (signed) *W. E. F.*

To *W. E. Frere*, Esq., on Special Duty, Baroda.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 5th ultimo, and to return herewith the answers of Chinto Cristna Burwa, taken upon solemn affirmation, to the questions submitted to him in the paper you enclosed.

Paper of Queries.

Every effort has been made by the officers of this court to serve a summons on Succaram Sewram, but without effect, and it is now stated that he left Bombay a few days ago for Panwell, and probably for Poonah.

Agreeably to your request I have forwarded the packets addressed to the Judges of Tannah, Poonah, Ahmednuggur, and Kandeish, and the Political Superintendent of Kolapoor, to the first named of those officers, and have enclosed the documents (B.) and (C.) in the packet to his address.

I have, &c.
Bombay Court of Requests Office, (signed) *J. L. Johnson*,
4 August 1851. Commissioner and Clerk.

MEMORANDUM from the Judge of Tannah.

THE statement of Mahadewrow Ramchunder, mamlutdar, taken in accordance with Mr. Frere's letter of the 5th ultimo, is herewith forwarded. The papers and parcels which accompanied it have been transmitted to the Judge of Poonah, as therein requested.

Tannah, Concan Court of Adawlut, (signed) *R. Keays*, Judge.
13 August 1851.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 849 of 1851.

From *Henry Brown*, Esq., Judge of Poonah, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir, (Received, 28 August 1851.)

WITH reference to your letter of the 5th July with its accompaniments, I have the honour to inform you, that no paper of questions in the name of Abba Saheb Dumderey have been received; the other three, in the names of Ramraw Nursew Dufturdar, Moropunt Tatya, Principal Sudder Ameen, and Bhicajee Rughoonath Murathe, have come to hand and shall be returned to you on the arrival of Moro Punt Tatya from Waee, which I understand will take place to-morrow.

In forwarding the two Muratta notes to Captain Graham, I will request him to mention to the authorities, to whom the other two packets may be forwarded, that these notes should be returned to me when they have obtained the answers to the questions transmitted to them.

I have adopted this course under the impression that it will save time, should Abba Saheb Dumderey's questions be forwarded in the interim to me by you.

I have, &c.
(signed) *H. Brown*, Judge.

Poonah Court of Adawlut,
21 August 1851.

H. Brown, Esq.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 849, dated the 21st instant, informing me that questions to be put to Abba Sahib Dunderey did not accompany my letter of the 5th instant. In returning you my thanks for the arrangements you have made to prevent delay in case Abba Sahib's evidence should be required, I have the honour to inform you, that the accused only mentioned Abba Sahib's name as a witness in case Moropunt should not be in Poonah; the questions to Moropunt were I thought headed to Moropunt Tatia or Abba Sahib Dunderey. I much regret you should have had so much trouble, but as it appears from your letter, that I may in a day or two expect Moropunt's answers, it will not be necessary to trouble you with questions to Abba Sahib Dunderey.

Baroda, 28 August 1851.

I have, &c.
(signed) *W. E. F.*

No. 884 of 1851.

From *Henry Brown*, Esq., Judge, Poonah, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

I HAVE the honour to return the questions transmitted with your letter of the 5th July, duly answered by the parties on solemn affirmation.

2. My letter of the 21st instant, No. 849, I am afraid must have occasioned a little confusion; I did not perceive that Abba Saheb Dhundherey's name was annexed to that of Moro Punt Tatia's, the late Principal Sudder Ameen. This functionary having returned to Poonah last evening, and having been summoned before me this morning, the mistake I had made was discovered.

I have, &c.
(signed) *H. Brown*, Judge.

Poonah Court of Adawlut,
29 August 1851.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 729 of 1851.—Political Department.

From Captain *D. C. Graham,* Political Superintendent, Kolhapoor, to *W. E. Frere,* Esq., on Special Duty, Baroda.

Sir,

I HAVE the honour to return, duly replied to, the paper of questions received with your letter dated 5 July last.

2. With reference to the 3d para. of your letter under acknowledgment, I have the honour to inform you that the two original documents marked (B.) and (C.), together with the parcels therein alluded to, have this day been duly forwarded to the acting judge of Ahmednuggur, as requested by you.

I have, &c.
(signed) *D. C. Graham,*
Captain, Political Superintendent.

Kolhapoor Political Superintendent's Office,
8 September 1851.

No. 738 of 1851.

To *W. E. Frere,* Esq., on Special Duty, Baroda.

Sir,

HEREWITH I have the honour to return the paper of queries received with your letter dated the 5th July last, duly replied to, and to inform you that the packet received from you to the address of the Acting Judge of Kandeish, with enclosures*, has this day been despatched by me to its destination.

I have, &c.
(signed) *J. W. Woodcock,*
Assistant Judge.

Ahmedmuggur Adawlut,
24 September 1851.

TRANSLATION of Questions put to *Veshwashrow Baskur Goklie,* Moonsiff of Ahmednuggur, by Colonel Outram, C. B., Resident, Baroda, and his Replies thereto.

Affirmation.—I, *Veshwashwur Baskur Goklie,* do most solemnly affirm, in the presence of Almighty God, that I will state the whole truth and nothing but the truth.

1. Do you recognise the handwriting of either of these two chits now shown to you, and if so, in whose handwriting are they?—On looking at the notes in question, marked (B.) and (C.), the handwriting appears to me to resemble that of Nursoo Luxooman, late dufturdar of the Revenue Commissioner, consequently I think they must be his.

2. Are both chits in one and the same handwriting?—There is a slight difference in the two (B.) and (C.), but from the form of the letters they appear to have been written by the same individual.

3. Did you not, upon a former occasion, declare on solemn affirmation, that both these two chits were in the handwriting of Nursoo Luxooman, commonly called Nursoo Punt?—Yes; at the time Mr. Grant, one of the puisne judges of the Sudder Adawlut, showed me the two notes I have just examined, I recollect stating on solemn affirmation, that the handwriting of them was similar to Nursoo Luxooman's.

(signed) *Veshwasrow Bhasker Goklie.*

Rahoree, 20 September 1851.

Replies to the above questions, taken on solemn affirmation before me, this day.

(signed) *Pandoorung Nulkunt,*
Acting Moonsiff.

Zilla Ahmednuggur Court,
Rahoree.

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* Being a paper of queries to the address of Bulwunt Row Vittul Tambay Mameldar of Sowday, in Candeish, with two original documents marked (B.) and (C.)

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Questions on the part of the accused, Nursoo Luxooman, late Native Agent, Baroda Residency.

1. Do you recognise my handwriting well?—Yes, as I have been in the habit of seeing your writing I can recognise it.

2. If you had not any other papers of mine at hand, could you satisfactorily recognise my handwriting?—I do not call it recognising handwriting when the writing itself has to be compared with others.

3. Have you ever seen me write, and if so, when and where?—Yes; when you were dufturdar in the office of the Revenue Commissioner, and residing in Poonah, I have seen you writing.

4. Have you any letters written by me in your possession?—The Revenue Commissioner sent orders on several subjects to my father, and among those I think there is some writing of yours; further, as your son, Keshorow, is a friend of mine, I have seen papers in your handwriting in his possession.

5. If you can recognise my handwriting, then see if the style of handwriting of both these notes is like the style I write in, and whether the letters of the notes are a settled hand like mine or not?—My reply to this is contained in my answers to the first and second questions of the Resident.

(signed) *Veshwasrow Baskur Goklie.*

Rahoree, 20 September 1851.

Replies to the above questions, taken on solemn affirmation before me, this day.

(signed) *Pandoorung Neelkunt,*
Acting Moonsiff.

Zilla Ahmednuggur Court,
Rahoree.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

To *E. M. Suart*, Esq., Assistant Judge, Dhoolia.

Sir,

WITH reference to my letter, dated the 5th July last, requesting you to obtain answers to certain questions from Bulwuntrao Wittul, mamlutdar of Sowda, I have the honour to request, in consequence of the delay which has occurred in procuring answers from other stations, that in the event of your not having already forwarded the answers, you will oblige me by sending me the questions unanswered, and other accompaniments, by return of post.

I have, &c.

Baroda, 1 October 1851.

(signed) *W. E. Frere,*
Commissioner.

My dear Sir,

Baroda, 1 October 1851.

I HAVE just received Colonel Outram's reply to your defence on the sixth charge, in which I suggested altering the date from 1848 to 1847, and if you will send one of your sons he shall have it to copy.

I have also this morning received the answers from Ahmednuggur. I find that from the 8th to the 24th was occupied in sending the letter from Kolapoor, and getting the answers in Ahmednuggur. A like delay at Dhoolia would detain us to the middle of the month, but acting on the suggestion you made me a few days ago, I will, if you wish it, write to the judge of Dhoolia, and request him to return me the papers, answered or unanswered, by return of post, which would probably shorten the delay.

I am, &c.

(signed) *W. E. Frere,*
Commissioner.

Rao Bahadoor
Nursoopunt Luxmon.

To

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

To *W. E. Frere*, Esq., Commissioner.

Sir,

In reply to your note of this day's date, I beg you will (in order to shorten the delay as much as possible) do me the favour to write to the judge of Dhoolia, to return the notes in the fifth case, answered or unanswered, by return of post.

I remain, &c.

Baroda, 1 October 1851.
(signed) *Keshow Nurshing*,
for *Nursoo Luxmon*.

No. 469 of 1851.

To *W. E. Frere*, Esq., on Special Duty, Baroda.

Sir,

I have received your letter of the 5th instant yesterday, and, agreeably to your request, obtained the answers of Bulwunt Rao Vittul, Mamlutdar of Sowda, to the queries proposed to him, which I have the honour herewith to return, together with the two documents marked (B.) and (C.), and one received from the deponent.

I have, &c.

Khandesh Court of Adawlut, Dhoolia,
29 September 1851.
(signed) *E. M. Suart*,
Acting Judge.

No. 1007 of 1851.—Political Department.

From *J. R. Morgan*, Esq., Acting Collector of Kaira, to *W. E. Frere*, Esq., Special Duty, Baroda.

Sir,

In acknowledging the receipt of your letter of the 7th instant, I have the honour to inform you that Babajee Bappoojee, my dufturdar, leaves this evening, and will reach Baroda on Friday.

I have, &c.

Kaira Collector's Office,
8 October 1851.
(signed) *J. R. Morgan*,
Acting Collector.

No. 1008 of 1851.—Political Department.

From *J. R. Morgan*, Esq., Acting Collector of Kaira, to *W. E. Frere*, Esq., Special Duty, Baroda.

Sir,

With reference to your letter of the 7th instant, I have the honour to inform you that this letter will be presented to you in person by Babajee Bapoojee, dufturdar of Kaira.

I have, &c.

Kaira Collector's Office,
8 October 1851.
(signed) *J. R. Morgan*,
Acting Collector.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

LIST of WITNESSES and DOCUMENTS in support of the Fifth Charge.

DOCUMENTS.

1. An original Memorandum found in the Jemdar Khana of the firm of Hurree Bhugtee, purporting to be a record of payment of 28,070 rupees to Nursoo Punt.

2. Two notes found enclosed in the Memorandum in Nursoo Punt's handwriting, supposed to have reference to the payment of 28,070 rupees.

Witnesses present on the discovery of the Documents.

1. Sooruzram, Native Agent of the Baroda Residency.
2. Guzanund Abba, brother of Gopalrow Myral Sowcar.
3. Babajee, uncle to Sett Motteelall Samuldass.
4. Trimbuck Shastree, Moonsiff of the Durbar.
5. Venaik Appa, Carkoon of the Furnaveese.
6. Shambhooram Khooshall, Kutwal of Baroda.
7. Peetambur Sewlall, Moonim Goomastha of the Hurree Bhugtee firm.
8. Wiyjoobhoy, father of Mahaluxmeebaee, first widow of Bechur Samul.
9. Bhanabhoy, father of Jaitabaee, second widow of ditto.
10. Hurrya, Khidmutghur of Bechur Samul.
11. Lulloo Bhugwan, Goomastha of the Hurree Bhugtee firm.
12. Permanund Sewlall - - ditto - - ditto.
13. Bulmookund Samul - - ditto - - ditto - of Joitabaee Settanee.
14. Hurree Lall, Goomastha of Joitabaee, second widow of the late Bechur Samul.

Documents.

1. Extract from the Proceedings of the Committee which examined the Jamdar Khan.

Witnesses examined respecting the Handwriting of the Memorandum and Notes.

1. Bhasker Row Wittul, Sirdar.
2. Bappa Arkatt, officer of the Durbar.
3. Mahadeo Row Narrain, Resident of Baroda.
4. Balajee Purrushram, Goomastha of Gopallrow Myral.
5. Sewrow Bulwunt, officer of the Durbar.
6. Ramchunder Gopall, Resident of Baroda.
7. Baba Deorow, officer of the Durbar.
8. Bheema Shunker, Shastree.
9. Bulwunt Row Sudashew, Bukshee of the Durbar.

Documents.

9. Depositions of the Persons above enumerated.
1. Statement of Bulwunt Row Nafra, the supposed writer of the Memorandum.

Extracts from the Chopras of Narrain Row Runchore and Samul Bhugtee.

Depositions taken at Kundalla, by *E. J. Faucett*, Esq., Revenue Commissioner.

1. Ramrow Nursew } On the 12th May 1851.
2. Pandoorung Eurdaledur }

Depositions taken in Bombay by George Grant, Esq., Judge of the Sudder Adawlut.

1. Jairam Javeeram Kahur, 20th May 1851.
2. Mahadewrow Ramchunder, 1st June 1851.
3. Wishwashrow Basker Gokle, 4th June 1851.
4. Krishna Brahmin, 21st May 1851.

(signed) *J. Outram*, Resident.

A Statement of Facts, dated 6th April 1851 - - - -
Hurreechund, a Carcoon of the Residency - - - -
Extract from note from Edward Faucett, Esq., dated Khandalla, 12th May - - - - - - - - -
Extract from note from Mr. Grant, dated Bombay, 9th June
The Guicowar's Minister, Bhow Saheb - - - -

} Added on the 27th June 1851. Subject to the Commissioner's discretion, before the close of the case.

(signed) *W. E. Frere.*

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FIFTH CHARGE.

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WITNESSES' NAMES.	PAGE.	WITNESSES' NAMES.	PAGE.
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Soorujram Gungaram	1523. 1525	Bajaba Bappoojee	1533
Shumbooram Khoossalbhaee	1524. 1530	Hurreepunt Appajee	1533
Nurothum Jugjeevun	1524	Babajee Hybutrow	1534
Peetambar Sewlall	1527	Wittul Khundeerow	1535
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Baba Dewrow	1532	Bulwuntrow Nafra	1539
Baskerow Wittul	1532	Wamunrow Venkutesh	1540
Rama Khant Krishnrow	1532	Lieutenant Montague Battye	1540
Balajee Purushram	1532	Babbajee Bappoojee	1542
Mahdwrow Narayen	1533		

Baroda, 21 October 1851. (signed) *W. E. Frere*,
Special Commissioner.

PROCEEDINGS.

Sunday, 29 June 1851.

Received, at 5 P.M., a letter from Nursoo Luxmon, requesting the Commissioner to have certain books seized to prevent their being tampered with.

Wrote to the Resident, requesting him to have the books sent for, or, if in his possession, that he would take care they were never looked at, except in his presence.

Received answer from the Resident, promising to have the books secured.

(signed) *W. E. Frere.*

Monday, 30 June 1851.

Received letter from the Resident, informing me that he had received the books, sealed up, last night, and that he would have them opened to-day and compared in the presence of the Durbar officers and Nursoo Punt; accordingly sent notice to Nursoo Punt, and received his answer, excusing himself from attending. The Commissioner therefore proceeds to record the evidence regarding the books being obtained.

Wittulrow Khundeerow, alias *Bhow Sahib*, is called in, and having taken the affirmation, is examined by the Prosecutor.

Wittulrow Khundeerow.

I heard, the day before yesterday, that Purshotum Runchor and Hurree Bucktee's account books were being tampered with. I then asked Shumbooram, the Kotwal, if he had copies of all the books belonging to Purshotum Runchore, Narayen Runchore, Hurree Bucktee, and Samul Bucktee. He said he had copies of them all, except Purshotum Runchore's. I then told him to go to Colonel Outram, and tell him that there were these reports, and, if he liked, to keep these books in the Residency. He went, and came back with the Resident's desire that the books should be sealed and sent directly. I sent him to the Residency at about eight o'clock. Sumbooram came about half-past 12 o'clock, and told me that Heerachund had come from the Residency, and that I was to examine the books and seal and send them. I then ordered them to be brought, which they did. I then told them to compare them and take copies of all they had not copied before. Sumbooram then, about eight o'clock in the evening, said that he was confused, and that he would examine them next day.

I then

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I then told him to fasten them up in paper, seal them, and give them to the clerk, and come this morning and examine them, which he did, and the goomashta took them away. Soorujram, the native agent, came about eight o'clock or so, and said that the books were wanted. I told him then to go with Shumbooram to the shop, and take whatever books they wanted. Soorujram said in the morning that the Resident wanted the books directly. Sumbooram did not tell me that the carkoon had any copies with him; he merely said that the books were to be taken to Bhow Sahib, and what comparisons I required were to be made, and the books sent to the Residency. I do not recollect what memorandum came to the Durbar when these books were returned before; I do not recollect whether they were to be kept in strict custody. Shumbooram did not tell me that there had been any tampering with the books.

The witness, professing his satisfaction with what has been written down, withdraws.

Soorujram Gungaram is called in, and the affirmation administered to him, and he is examined by the Prosecutor.

I came to the Residency at nine o'clock yesterday morning, and the Resident told me that Shumbooram had been here, and mentioned that Narayen Runchur and others accounts were to be tampered with, and that they ought to be sealed by the Guicowar authorities, and sent to the Residency. I then suggested to the Resident that they might have been tampered with already, and that it would be better to send the copies we had taken to be compared with them, and then have them sealed. I then called a carkoon and told him to go there, and if he found the books had been tampered with, that he should bring them here; if not, that he should have them sealed by the Guicowar authorities and brought here. The Resident then told me to wait in the office till the books came. Heerachund, the carkoon I had sent into the town, returned after 12 o'clock, and said that he found Shumbooram at his meal, and he said he would go to the goomasta's, get the books, take them to the Durbar, and then bring them to the Residency to be compared. I waited until five o'clock, and Shumbooram did not come with the books; and the Resident then told me to go home. About six o'clock a peon came and told me the Resident wanted me. I went there, and he told me, that in consequence of Nursoo Punt's having petitioned the Commissioner, I was to go to Shumbooram and Bhow Sahib and get the books from wherever they were, and bring them, even if it was at midnight, to the Residency, with Shumbooram. I then went, taking the papers and Huruchund and Captain Fulljames's carkoon, Ballajee, who I met, with me, to Bhow Sahib's, and there he and Shumbooram were sitting alone in a room. I then told him that Nursoo Punt suspected villany, and that he should send for the books directly, and asked why he had not sent for them in the morning as Shumbooram had told him. Bhow Sahib said that he had sent for the books to examine them, and that he had three of them there, and that he would send for the rest from Hurree Bhugtee's, and that Trimbuck Shastree had four of them, which he would also send for, and that he had sent two fastened up in paper to Hurree Bhugtee's, and that I should take them also. Shumbooram then excused himself as being ill and fasting, and desired me to take a carkoon, or the whole night would be spent. Bhow Saib gave the same advice, and told me to take the books that were there. I then urged that Shumbooram should accompany me, which he did, and we went with the three account books to Hurree Bucktee's, and sent peons to call the goomashtas. I then compared the books that were there while we sent for those in Trimbuck Shastree's keeping, and when they came we did all of them up in the five bundles now before the Commissioner; we then came with Shumbooram and a goomashta towards the Residency. Shumbooram excused himself from not coming further, but the carkoon came, and we took the cart with the books to the guard, and gave the books into the charge of the officer, with the goomashta to look after them, and I went to the Resident (it was then midnight) and informed him. The books were in a recess in the wall of Bhow Sahib's house, on a shelf. I cannot tell whether they had been put there just before I came in, or when. Bhow Sahib appeared rather surprised, and asked me why I had come; there was a bundle of Shumbooram's there, with inkstand and pen. I did not compare all the items,

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items, only those of which we had extracts, and they were correct. A memorandum was sent with the books when they were returned to the Guicowar at first, which I will produce to-morrow.

The witness, declaring himself satisfied of the correctness of the above, withdraws.

Shumbooram Koosalbhaee is called in, and the affirmation having been administered, is examined by the Prosecutor.

Shumbooram Koosalbhaee.

The Resident told me yesterday morning to have Purshotum Runchur's books for 1904 sent here sealed, in order that they might be ready for the Commissioner when required; upon that I went to Bhow Sahib, who desired that they should be sent for at once; upon that I sent my carkoon, and about noon Heerachund came from the Residency and told me that the books were to be examined before they were sent; but he did not show me the papers with which they were to be compared. I then told him that when the carkoon brought the books I would take them to Bhow Sahib, and show them to him, and then bring them to the Residency to be compared. About seven o'clock my carkoon returned with the books, and I took them to Bhow Sahib. We then began examining the books, and it became twilight, and Bhow Sahib said that would be sufficient for then, that the Resident would have gone out for an airing, that we should seal up the books and examine them this morning; we then sealed up two of them for 1904, being Purshotum Runchur's, and gave them to the goomashta. We kept three to give to Trimbuck Shastre, and only sealed up those we suspected. Then, before the people could have got home, Soorujram came and said that the books were required immediately, and then Soorujram and I went there, and arrived about the same time as the carkoons, and got possession of the books, which we tied up in five bundles, and I came part of the way with them towards the Residency; the five bundles before the Court contain those books. Narayen Ramchur's shop is carried on by Trimbuck Shastree, and, as he is a Government servant, we kept his three books for Trimbuck Shastree. The duffedar was going with them at the time to the Shastree. They were not on a shelf in the recess; the only books that were suspected were Purshotum Runchore's; I had no copies of his books, I had of the others, so I only suspected these. I was directed to leave the books at the Residency by 11 o'clock. It was about half-past eight the Resident desired me to get the books. (Explains the delay in getting the books by the trouble he had in sending for them.) The books that were sealed up were opened again when Soorujram came. The suspicion against the books arose from their having had the totals added up since the Resident first had them.

The witness, expressing himself satisfied with the above, withdraws.

Bugwan Bowundass and Bhanjee Ghela state, that the books they produce before the Commissioner are in the state they received them from Nurrotum Jugjeevun at noon this day. Bhaeejee further adds, that Purshotum Ramchunder and Samul Bhucktee's books were sealed, and one of Purshotum Runchore's, and two of Narayen's.

Nurrotum Jugjeevun not being in attendance, the bundles containing the books are sealed with the agent's seal, put under custody of the guard, and the inquiry is adjourned until to-morrow.

(signed) *W. E. Frere.*

Tuesday, 1 July 1851.

Nurothum Jugjeevun is called in, and having had an affirmation administered to him, is examined.

Nurothum Jugjeevun.

Petamber, the moonum, sent me here the night before last with five bundles of account-books; the native agent came with me, and the kotival, part of the way; we brought them to the Residency about midnight, and then the native agent put them into a room, with a carpet over them, and I slept upon them; at noon yesterday I gave the five bundles to Barrya and Bugwanbharr, and I went home. I made the bundles over to them in the same state as I received them.

[The witness admitting the above, withdraws.

The

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

The Commissioner having adjourned case No. 2, proceeds to inquire into the five articles of charges exhibited against Nursoo Luxmon.

The prosecutor addresses the Commissioner in explanation of this charge.

The prosecutor then proceeds to exhibit his documentary proof.

An original memo. found in, the treasury of the firm of Hurree Bucktee (A.) A note found enclosed in the above (B.) Another note found in the same (C.)

As the prosecutor is desirous to establish the finding the above papers before proceeding further in the case, and as it is too late to enter upon the examination to-day, the inquiry is adjourned until to-morrow.

(signed) *W. E. Frere.*

Wednesday, 2 July 1851.

Resumed Proceedings from Yesterday.

THE Prosecutor and Accused are in attendance.

Soorujram Gungaram.

The Prosecutor proceeds to examine his Witnesses.

Soorujram Gungaram is called in, the affirmation administered to him, and he is examined by the Prosecutor.

The three papers now shown me, (A.) (B.) and (C.), were found on the 7th April in this year in Hurree Bucktee's treasury, in Hurree Bucktee's house; Shumbooram was searching the treasury on account of the Guicowar. I was also present; Hurachund was searching on our part. Primamund was also present on Hurree Bhugtee's behalf. The search was commenced on the 26th March, and was continued daily. There were two treasuries, one on the north, and the other on the south. There was no order to search the third large treasury. The one on the north side was searched first; the papers now shown, (A.) (B.) and (C.), were found in the south treasury; it was about the 27th we began to search that one. All the papers that were found in the treasury were put into a box, as it would take time to look at them, and the box was sealed daily with Trimbuck Shastree's seal, and Colonel Outram's private seal, and the room was also sealed upon a string through the lock, as treasuries are sealed, with Trimbuck Shastree and Colonel Outram's seals; the box was kept in the treasury. This was all about the room on the north side. On the evening of 27th we began searching the room on the south side, and saw several bundles and boxes there; and seeing that if we began them, as it was near night, we should not get through it. We saw a small room within the large one, and sealed that up also, as we did the others, and took the key and gave it to Colonel Outram. We gave all the keys to Colonel Outram from the 26th, sealed with Trimbuck Shastree's seal alone. We began searching the small room on the 6th, and the room was untouched from the time we sealed it up on the 27th until that day. The room (closet) was about three cubits long, and the same, or three and a half wide, and was two storys up. There was a small cupboard in it, which we searched on the 5th, and a small box; and there was also a larger box, which we left on the 6th, and sealed up the room as usual. Next day we opened the large box; Sumbooram sat upon the box, and Guzanund Abba was standing in front of it, and I and Trimbuck Shastree were standing about a cubit from the box outside the door; this box opens with two flaps; one was opened, and Shumbooram was sitting on the closed flap, and Hurree Kidmutgur of Hurree Bucktee was taking out the articles from the box, and was putting them together in front of the box. I and Trimbuck Shastree came out, and Shumbooram came with us, leaving Gujanund inside, and we told Hurree Kitmutgar to bring the things out, which he did, and put them before the Commissioner. Hurree stayed with the things he brought out; Gujanund and Hurree then brought some things to show to the Commissioner, and they were returned, when seen, to Gujanund, and a clerk wrote them down. There were four silver pots (lotas) there, one was examined, and that was full of ducats and gold mohurs. Another was then examined, and that had silver articles in it, and the papers before the Court, (A.) (B.) and (C.) rolled up (in the way he shows), were found in it also; the momun Petamber Sewlal then took the papers, which are tied up in a piece of cloth, and opened them, and began reading; his brother, Premanund, was sitting by, and looked over him, and looking at one another, they began laughing; then Shumbooram took the paper, and opening it, began to read it aloud, to the effect that 28,070 rupees had been given to Nursoo Punt about the chid, and he showed the two

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notes that were in it to Trimbuck Shastree and Venaik Sudasew; the latter was certain of the handwriting, and the former recognised it as like. They were then shown round to the committee, and put into an envelope and sealed, and another envelope put over that, and that sealed with three seals, and was placed before Shumbooram, and we then went on with other work; and at about six in the evening, Shumbooram said he would take the envelope and show it to the Guicowar, and that we should stay; he returned in about half an hour, and said that Bhow Sahib was not there, and that it must be shown to him; he went then, telling me to wait for him at the gate of the town, and he told the committee to go home, and then Shumbooram returned by the time I got to the gate, and said he had shown it to Bhow Sahib, and that if it was to be shown to Colonel Outram, we should go there, that he would bring it, and Shumbooram kept the envelope, and we came to the Residency, and Shumbooram gave the envelope to the Resident; it was sealed then when given to the Resident as before, with the three seals; the three seals were impressions of the Nyadish (Trimbuck Shastree's) seal, and Colonel Outram kept them, and asked Shumbooram why he had not brought the committee with him, and desired him to bring them next day. I was present with the committee next day, and Colonel Outram gave the envelope to Gugunud Abba, and showed it the committee, who recognised the seals upon it. Colonel Outram then told Gujanund to open the envelope, and these papers were found in it, and Gujanund gave them to Colonel Outram, and I am certain that these are the papers which were found in the lota. The whole of the committee recognised the papers before Colonel Outram, as these which had been found the day before. Colonel Outram obtained an order from Bombay to examine Hurree Bucktee's treasury. The Durbar appointed four persons, and I attended on behalf of the Resident, Gopal Row Myral, Moteelal Pauntdas, Trimbuck Shastree and Venaik Sudasew attended on behalf of the Durbar, and Shumbooram was theirclerk. Hurachund was clerk on behalf of the Resident; Baba Nafra, the manager, had been sent to gaol, and the committee was to examine the state of the treasury. We compared these papers, about giving 28,070 rupees, with the books; we compared them with Samul Bucktee's accounts, and Purshotum Runchor's and Narayen Runchor's, and in all found traces of these items. The books of Purshotum Runchor and Naryan Runchor were under attachment by the Durbar; and in the nine books which are also sent to the Residency from these firms, these items were entered. The nine books are constantly sent for to the Residency to compare suspicious items, which were found in Hurree Bucktee's accounts. The accounts have been brought here three times; the first time, they remained about a month; the second time, seven or eight days; the third time, the goomashta brought them, and took them back again with him in the evening. The third time I was to take a copy of something; and the fourth time was the present occasion that they are now here. The books when they were kept here, were put into a chest in the guard-room, which was locked, and the key given to the goomashta, who took it home with him. Hurachund, Shumbooram and I compared the entries in Purshotum and Narayen Runchore's accounts at their shop; the goomashtas were then all present. It was four or five days after we found the papers that we examined the books; extracts had been taken before from these books, on account of about 3¾ lacs of rupees, and this item was entered in that copy. I compared the item with Samul Bucktee's accounts about four days after these papers were found at the shop; I never touched the books, except in the goomashta's presence.

Cross-examination by the Accused.

The key of the room in front was in Hurree Bucktee's shop in guard, and the other keys, with that of the room in which the papers were found, were with Baba Nafra. The locks of the closet were broken by a blacksmith; examination of the closet commenced the day the lock was broken; there was no seal or mark on the lock that was broken; there is a window (about the size of a picture he points out, 18 ins. by 9) in the closet, which lights it when opened; the window is in the wall, about three cubits from the box, and is about four cubits above it; the box is on the right, and the window on the left-hand side; the window is in front of the box; the box is about two, or two and a half cubits long, one and a half cubits high, and about two cubits or less wide; I think it is a padlock, not a lock, that is on the box; it was the lock of the box, not the closet, that was broken

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by the blacksmith; and I think it was the key of the room on the north, and of this box that Baba Nafra had; and in this box the keys of the large treasury were found, according to what the kidmutgar told us; there were some other papers in the box besides these; they were about the articles that were there, some mortgaged, and some bought; it was a lota, that would hold about three seers of water, in which these papers were found. I was first of the committee there that day; the locks were not opened until all had assembled, and examined the seals, and it was so that day. From the first sitting of the committee, Hurree Kidmutgar wore nothing but one cloth and a turban. The examination was continued until the 19th, when it was completed, as well as I can recollect, without interruption, except on holidays. I go sometimes to Baba Fudkee's, and he comes sometimes to me in office and at home; he also comes at times to Colonel Outram and Mr. Hykoop; I only went to Bhow Sahib's house before going to the shop the day the papers were found. I saw before these papers were found, in Baba Nafra's accounts, when the inquiry was going on, the item of 28,070 rupees; I never had any conversation with Baba Fudkee, or any other person about this item before these papers were found. The papers in Govindrow's case I left with Narayen Row after you went to Ahmedabad, and after Narayen left with Bajaba, I have taken Govindrow Guicowar's papers home with me at night on the Resident's order. I brought them back in the morning, and would take them with me again at night; all the work, even after the papers were found, was carried on by the committee; other suspicious papers were found in the treasury, but whether applying to the account of 3 ¾ lacs or not I do not recollect.

[The witness, admitting his statement, withdraws.

Petamber Sewlall.

Petamber Sewlall is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

The papers now shown me, (A.) (B.) (C.), were found in the Ballajee Walla's treasury, in Hurree Bucktee's shop; I was sitting outside. The articles were brought out of the room, and two bundles taken out; and these papers was one of them; they were found in a silver lota, taken out of a box. It was Hurree Kitmutgar took the lota out. I was then entering the articles that were brought out in a list. It was Chyter. It was I first read the papers, and after that gave them to Shumbooram, Guganund Abba, Soorujram, Venaik Appa, Baba Mama, Trimbuck Shastree, Sayjoobhee Bucktee Khandass, Lalloo Bugwan, Balmoo Mundass, Hurreelal, and Pernamemdas, were all present. Shumbooram then gave the papers to Soorujram; all the committee saw the papers, and they put them up in an envelope, and sent them to the Guicowar; and after that I saw them at the Residency next day. The envelope was in the same state in which we put it up when I saw it here. It was Guganund who opened the envelope here; there were these three papers and two other memoranda in the envelope when opened here; and these are the three papers that were found in the lota, I am sure. Venaik Appa recognised the handwriting of the papers, but no one else; Trimbuck Shastree did not recognise them. The committee next day, before the Resident, comparing the handwriting with other papers, recognised it as Nursoo Punt's; I do not read Maratha; Nagurbhaee is my moneem at Ahmedabad, and so is Govindunbhaee. The latter is now here; Nagurbhaee accompanied him to a marriage, and went back; Govindunbhaee remained; they came in Chyter Vud 12th or 13th; Govindunbhaee remained for his pleasure. Hurree Krishna, goomashta of mine at Ahmedabad, is here with Govurdhun. I told Govurdhun to return to Ahmedabad, but he said that Mahaluxmeebhaee and Wujoobhaee desired him to remain. Wujoobhaee said that they had some business; there was no occasion for me to inquire about their private affairs.

(The jury recognised the paper (A.) as being in Bulwunt Row Nafra's handwriting.)

Cross-examined by the Accused.

The treasury was in Baba Nafra's charge before the search; the lock of the room in which these papers were found, and also of another room, was broken; the lock of the box was broken also. Nobody came to my house before the meeting of the committee; the day the papers were found, Guyanund Abba, Trimbuck Shastree, and Soorajram Veyjoobhaee, Hurree Kidmatgar went into the

the room. I was outside when the papers were taken out of the box. Hurree took the things out of the box, and Wujjoobhaee brought them out to me. Shumbooram went in with the others, and then came and sat outside with me. Half of the things had been taken out, and half were in when Shumbooram came out. The rest of the people remained inside till the things were brought out. I have been goomashta, as my father was, of Hurree Bucktee's firm. I do not know whether there are other papers of this kind in the treasury of the firm; one or two others were found. Hurree had his dhotur on, and one on his body, perhaps, and his turban. I could not, while sitting out, see the people inside. Some of the articles had been taken out when Shumbooram came out for paun sooparee. There were four lotas in the box. The papers were found in the second lota. There were some gold and silver ornaments in the first lota; in the second some gold ornaments. The lota would hold two or two and a half seers of water. It was I emptied the lota. Soorujram asked, when I looked at the paper, what it was? I said a paper, and gave it to Shumbooram. I read the figures of the item; that was all I read of it. The closet in which the things were was light. Hurree was never in the closet alone; the first day, when the lock was broken of the room, another box was examined, and next day the lock of this box broken, and it was examined; the papers were tied in a rag. The papers were discovered the last day of the search; after that the papers were examined. Examining the papers was carried on for some days; then the treasuries were examined, and then again the papers were examined. The box in the room in which these papers were found, was examined the second day of searching that room. The lock of the room was broken about noon. We began the catalogue after all the people had come out.

By the *Commissioner.*] The mouths of the lotas were open. I took the articles out with my hands; the papers were on the side of the lota. I took out the jewels, and the papers came out with them. I do not recollect what number of jewels there were in the lota. I held the lota askant, and drew the cloth in it, and everything came out at once. It was the cloth of the jewels that I pulled; the knot of the bundle in which the papers were tied appeared old, not new made. I do not know when Baba last opened this treasury, nor who was present at the time.

[The witness, admitting his statement, withdraws.

Hurreea Baeechund is called in, and having had the affirmation administered to him, is examined by the Prosecutor.

Hurreea Baeechund.

I can write and read. I do not know the papers now shown me. I was present when the Ballajee Walla treasury was searched; it was searched for two days. I recollect the day four lotas were taken out of the box. It was I took them out; it was I opened the box; Guyanund, Trimbuck Shastree, Shumbooram, Wujoobhaee, and I were there. I took the lotas out, and gave them to Wujoobhaee, and Wujoobhaee put them by the door; about four or five cubits from me outside the door; I gave them into his hand, and saw no more of them. I did not see any one put his hands into the box besides me. I had a dhotur and turban on that day. Soorujram had the key of the box, and it was opened. I do not know how he got the key.

Cross-examined by the Accused.

The key was in the treasury box, and the key of that was under guard of the Concun people. The lock of the inner door was opened with a key; the same people were present when the door was opened, as when the box was opened; nobody was sitting on the box, all were standing; I never swept the room out; I never opened it after my master's death; I know nothing of it; I had no dhotur on my shoulders then; the first day we searched the box of clothes, and next day this box of jewels. There was but one box of jewels there; the others are caskets inside; the box was as high as the table (a billiard table), and four feet six long. After this the papers were examined; there were papers in this jewel box; I do not know what the papers were about. The papers were in lotas and bundles. Wujoobhaee brought out all the things taken from the box; there were four silver lotas. There were jewels in them, and some ducats. I did not see whether the jewels in any of them were tied up in cloth; the mouths of all

all were poen; Wujoobhaee took out two at first and two afterwards. The people were standing a cubit and a half from the box; none came nearer than that; all were standing there when the articles were taken out. I gave the articles into Wujoobhaee's hand, so he took them out; he did not put them down.

By the *Commissioner*.] The lotas were all of one size of three or three and a half seers content; I do not recollect their pattern.

[The witness, admitting the above, withdraws.

Wujjoobhaee Wuncheedas is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

Wujoobhaee Wuncheedas.

I recollect the day the Ballajee Walla treasury was searched. Hurreea took the articles out of the box that day, and put them down, and then he took them outside. There were four silver lotas taken out, two were empty, and one had gold mohurs and ducats in it, and the other jewels. Hurreea brought the lotas outside; I had my eye on the lotas during the whole time, from when Hurreea took them out of the box until he took them outside. Nobody touched the lotas, except Hurreea, while they were inside. From one of the lotas some jewels and a bundle of papers was taken out. Hurree took the articles out, and put them down before the committee.

Cross-examined by the Accused.

Hurree brought the articles out, and put them before the Commissioner, who made a catalogue of them; but who emptied the articles I do not know. Shumbooram, Surujram, Anund Aba, and Trimbuck Shastree were present; when Hurrea took the things out of the box, they were standing there. I cannot recollect whether the articles were taken out of the lota singly or emptied out at once. The padlock of the inner room was broken by the blacksmith; I do not recollect how the box was opened. The note first came into Petamber's hand, who gave it to Shumbooram, and he to Soorujram. Petamber cannot read Mahrattee; I do not know when this room was last opened since Samuldas' death. I do not recollect what clothes Hurree had on.

[The witness admitting the above, withdraws.

Venaik Sudasew is called in, the affirmation administered to him, and examined by the Prosecutor.

Venaik Sudasew.

I was present when the papers now shown me, (A.) (B.) and (C.), were discovered in Hurree Bucktee's shop; they were found in a silver lota. Hurree took all the articles out of a box, and they were placed before the Commissioner, and the Commissioner made a catalogue of them, and Petamberbhaee took these papers out of the lota, and gave them, tied up as they were, to Soorujram; Soorujram opened the bundle, and showed them to the committee, and then it seemed to me that the note (B.) was like Nursoo Punt's handwriting. I did not look at the others; I was one of the committee; we wrote our proceedings daily. I do not recollect what was written in the proceedings; what is written there is true. I did not sign the proceedings. Shumbooram wrote on behalf of the committee, and Heeralal on the part of the Resident; and we heard it read over, and then sealed it at the back, on the joins, but nobody signed the proceedings; my signature is on what we wrote at the Residency; my signature is on the paper now shown me; the paper is our proceedings; we did not sign them every day; only signed it when the work was finished. I heard it read over, and signed it; the whole of that is true. What I have written and signed in the proceedings is true; I am a relation of Nursoo Punt's; his daughter is in my house with my nephew. I do not know whose handwriting the other two papers resemble.

The accused does not wish to examine this witness, as he is a relation, and admitting his statement, withdraws.

Gunputrow Ramchunder, alias *Gurjanund Abba*, having been called in, and the affirmation administered to him,

The Prosecutor not requiring his evidence, he is cross-examined by the Accused.

Gunputrow Ramchunder.

The day the papers (A.) (B.) (C.) were found, Surujram, Trimbuck Shastree, I, and Shumbooram, went into the room; the lock of the box was broken by the blacksmith,

blacksmith, and we began work immediately. Shumbooram was standing with his foot on the box, Soorujram a little on his side, Trimbuck Shastree and I a little outside the door. Hurree Kidmutgur took the property out of the box, and put it down in front of the box, and then took it out. It was Hurree carried it out. I was standing there the whole time until all was taken out. Soorujram and Shumbooram came out after all the property had been taken out. There were four or five lotas, I do not exactly recollect how many. I do not recollect whether I had my eye on them the whole time I was inside the closet, when the paper was taken out of the lota. Hurrea had a dhotur and turban on; I do not recollect anything else. I did not observe whether the lotas were open or closed. I was looking at Hurrea with the others. It does not appear to me that Hurrea could have put anything into the lotas before taking them out of the box. There were a couple of people there standing; how could he have found the opportunity.

By the *Commissioner.*] Some of the two papers shown me (B.) and (C.), resemble some of Nursoo Punt's handwriting, which was shown me at the Residency; (A.) resembles Bulwuntrow Nafra's handwriting. I never saw Nursoo Punt write.

[The witness, admitting the above, withdraws.

Trimbuck Shastree Munohur is called in, and the affirmation being administered to him, he is examined by the Prosecutor.

Trimbbuck Shastree Munohur.

I was present when the papers now shown me (A.) (B.) and (C.), were taken out of the lota. I do not recollect who took them out. Petamberbhaee opened and read them, and Soorujram asked what they were, and showed them round; but at that time I did not recognize the handwriting. I looked at them and put them by as unseen. Some time after I was shown them with some three or four memoranda here, and recognized the similarity of some letters, but not of others, but whose handwriting we compared them with I cannot tell. My signature is on the document now shown me; having read this document, I recollect that a paper was shown us, and no name mentioned, which did not correspond with (A.) (B.) and (C.) in handwriting, and others of Nursoo Punt's were shown us, which we compared, and found some of the letters in (B.) resembled Nursoo Punt's handwriting. What I wrote then was written on comparing the papers; what I have just said was from recollection of some days. I have often seen Nursoo Punt write Mahratta, but not so that I can remember it. (D.)

Cross-examined by the Accused.

I was in the outside of the door of the room in which the box was from which the lota was taken. Shumbooram, Soorujram, Hurrea, and a blacksmith were inside. Hurrea took the things out of the box; the things were taken out and put in front of the box, and then taken outside. It was Hurrea took them outside. I was looking out for the jewels alone, and did not care for the plate. There was no occasion for me to look at the lotas, so I did not regard them. I do not recollect whether Shumbooram and the others were inside till all the articles were brought out. Petamber was reading the papers.

By the *Commissioner.*] The witness attempts to reconcile his statement now given with that he gave before the Resident on the 8th April (D.).

[The witness, admitting the above, withdraws.

Shumbooram Khoosal is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Shumbooram Khoosal.

I was present when the papers were taken out of the lota. It was Petambor took them out, and was reading them, and he began laughing, and I asked him what they were, and he said about your business; and I took them from him, and I read them in the presence of all. Venaik said that the handwriting on the heading of one was Nursoo Punt's and I handed it to him, and then to Trimbuck Shastree.

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Cross-examined by the Accused.

I, Soorujram, Trimbuck Shastree, Wigjoobhaee, Gungarmud, and Hurrea went into the closet; all the others were outside. and we six went in. Hurree took the things out, and put them outside the door to be examined. He took them and put them outside; as he took them out of the box, I did not put them in front of the box. I was sitting on a box above the chest, with my feet on it, and we all remained there until the things had all been taken out. The place where the things were put was about seven cubits from the box, or seven guz (cubit and a half). I could see both the box and place where the things were put. Petamber took the papers out with his hand from the lota. These papers were on the top. There were others below, and articles below them. The papers were tied up in a rag.

By the *Commissioner*.] I am a Guzerathee writer, but at the time these papers were discovered, every body said they were like Nursoo Punt's handwriting. We began writing and examining after we all came out, and the papers were found after we had begun examining.

[The witness, admitting the above, withdraws.

Babajee Premchund is called in; and the affirmation having been administered to him, he is examined by the Prosecutor.

Babajee Premchund.

I do not understand Maratha. I came here the day after Hurree Bucktee's Balajee Walla (treasury) was searched; next day, I was shown some Maratha papers in the Residency. I then objected that I did not understand Maratha writing. After that I signed a paper; all signed it, and so did I. The purport of the paper was, that some of the writing resembled Nursoo Punt's, and some did not. I signed the paper, though I did not know the characters. It is no disgraceful to have done so. I did not even compare the letters; I cannot reac the characters, so why should I. I told Soorujram, but I did not mention it tc the Resident.

Cross-examined by the Accused.

Petamber took the bundle out of the lota and laughed, and put it upon hi thigh, and then Shumbooram took it from him. The lotas were first emptied and then he took the bundle up. I was outside, and the box in which the lot was, was inside. I cannot tell how far the place where the articles were put wa from the box, as I did not look in. There were four lotas. The lotas were no all examined at once; one was taken up and put aside, and then the other Some of the jewels were tied up, and some loose.

[The witness, admitting the above, withdraws.

The documents recognised by the above witnesses are recorded (D.) and (E.)

The prosecutor does not wish to examine any more witnesses to this point and the accused not wishing to put any questions to them, they are not callec in, and the proceedings adjourned.

(signed) *W. E. Frere.*

Thursday, 3 July 1851.

The Commissioner went this morning with Colonel Outram to see the Balla jee Walla (treasury), and was there met by Kessowrow Nursoo on behalf of hi father, the accused; and having seen the place, asked Kessowrow whether h wished to have any of the witnesses who were examined yesterday up again to b examined regarding the place, and he informs the Commissioner that he doe not wish to have them recalled.

The Commissioner continues the inquiry into the fifth charge.

The prosecutor and accused are in attendance.

The prosecutor requests to be allowed to recall the witnesses examined yester day, as he finds discrepancies which he did not observe at the time, between thei statements before the Commissioner and the written statement they gave in t him. The Commissioner will take time to consider the request.

Baba Devrow is called in, and the affirmation administered to him; and the Prosecutor not requiring to examine him, he is cross-examined by the Accused.

Baba Dewrow.

I do not know your handwriting; I never saw it.

[The witness, admitting the above, withdraws.

Bhasker Row Wittul is called in, and the affirmation administered to him; and he is examined by the Prosecutor.

Bhasker Row Wittul.

I never saw Nursoo Punt write. I have never received any notes from him, except from the Residency. Upon these are written, So-and-so, dufterdar, *with* his signature; and from looking at these papers (B.) and (C.), I am of opinion that they resemble the handwriting I saw on the memoranda, as being Nursoo Punt, dufterdar. I do not know Bulwuntrow Nafra's handwriting. We have had no correspondence.

Cross-examined by the Accused.

I only see your signature, and the writing of these papers resembles it. There is no signature upon this. I saw your signature only upon the memoranda, but the form of the letters is alike in both. There are five or six letters of your signature in these notes. The other letters I thought were yours, from having memoranda of yours shown me here, and comparing them. I might know, if I saw your handwriting in a memorandum, that it was from you. The characters on the paper now shown me are like those on the Exhibits (B.) and (C.), but they are not the same handwriting. I do not know the names of the characters of handwriting.

Re-examined by the Prosecutor.

I doubt whether the paper the accused showed me is in his handwriting or not.

[The witness, admitting the above, withdraws.

Ráma Khant Krishnrow, alias *Bappa Arkut*, is called in, and the affirmation administered to him; and he is examined by the Prosecutor.

Rama Khant Krishnrow.

I do not know Nursoo Punt's handwriting; I was shown it once, but have not seen it again.

[The accused having no questions to put, the witness withdraws.

Balajee Purushram is called in; and the affirmation having been administered to him, he is examined by the Prosecutor.

Balajee Purushram.

I know Nursoo Punt's handwriting. The papers now shown me, (B.) and (C.), appear like his handwriting. I knew Bulwantrow Nafra's handwriting. The paper (A.) looks like his handwriting, but there is some difference in the writing of some letters.

Cross-examined by the Accused.

I know your handwriting from the signature on the memoranda which comes to my master, Gopalrow Myral, from the Residency, and also from your having taken down in writing my deposition some three or four years ago. Your signature on the memoranda sent to my master will be a line or two. I saw your signature every day, not merely a couple of them. I saw the deposition once; it was four years ago. I do not go every day to Bapa Furkee's. When I was vakeel in the Rewa Caunta business, I used to go there constantly. I was Gopalrow Myral's goomashta in Bombay at the time of Dackjus Dadajee's business; and when I returned to Baroda, Bappoo Hurgurra got me imprisoned. I do not know whether the Guicowar made any objection to my being sent to the Residency when Sir R. Arbuthnot sent for me.

Re-examined by the Prosecutor.

I never go to Baba Furkee's now.

[The witness, admitting the above, withdraws.

Mahadowrow

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Mahadowrow Narayen is called in; and the affirmation having been administered to him, is examined by the Prosecutor.

Mahadowrow Narayen.

I do not know Nursoo Punt's handwriting; I never received a paper from him; nor do I know Bulwuntrow Nafra's.

The accused has no questions to put; and the witness, admitting the above, withdraws.

Sewrow Bulwunt is called in; and the affirmation having been administered to him, he is examined by the Prosecutor.

Sewrow Bulwunt.

I saw some memoranda of Nursoo Punt's in the Residency, and, from them know his handwriting; but I never get papers from him; I never see the papers that go from the Residency to the Durbar. I never saw Bulwuntrow Nafra's handwriting excepting on the same day, in the Residency.

The accused having no questions to put, and the witness admitting the above, withdraws.

There are no more of the witnesses named by the prosecutor in attendance, and the Commissioner does not consider that their evidence, unless it partake more of the nature of Balajee Purushram's than of that given by the other witnesses, who only know the handwriting from having once compared the documents before the Commissioner with others shown them as Nursoo Punt's, of much use; but meanwhile the Commissioner is of opinion, that the evidence of carcoons in the office is more likely to be valid towards proving the handwriting, and determines, under sect. 14 of Act XXXVII. of 1850, to examine them; the accused declaring that he does not require an adjournment for three days.

Bajaba Bappoojee is called in, and the affirmation administered to him; and he is examined by the Commissioner.

Bajaba Bappoojee.

I have been 10 years in the office of the Residency. Nursoo Punt was native agent from 1844 to 1850; I was carkoon under him; I know his handwriting well; the papers (B.) and (C.) now shown me are like his handwriting.

Cross-examined by the Accused.

The whole of the two papers appear to me to be like your handwriting. The writing on the paper shown me corresponds with the others, but there is a difference in the pens.

By the *Commissioner*.] I mean that they are written with different pens; the handwriting of both is like Nursoo Punt's, but one is written with a fine, and the other with a coarse pen; but the handwriting is like. Shree is what is usually written at the beginning of a paper. Nur Hurree is the name of the god the writer worships. Nursoo Punt used to write Nur Hurree on his private papers. I do not know any one else who writes Nur Hurree, but all who worship him would.

[The witness, admitting the above, withdraws.

Hurree Punt Appajee is called in; and the affirmation having been administered to him, is examined by the Commissioner.

Hurree Punt Appajee.

I have been seven years in the office here. I came here before Nursoo Punt; I know his handwriting well. I cannot see whose handwriting the papers (B.) and (C.) are in; I have seen handwriting like it; I have seen them in the office, but do not recollect whose handwriting was like these. Having now seen some official papers, and compared them with the memoranda, I am of opinion that the handwriting is like Nursoo Punt Tatia's. I have been employed under Nursoo Punt for five years or so. I did not clearly see the handwriting, so was an hour answering the above question. I have never received a private note, nor a note about public business, from Nursoo Punt.

[The witness, admitting the above, withdraws.

This witness was most reluctant; and when examining the papers, and from his whole manner, showed that from the first he recognised the handwriting.

Babajee

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Babajee Hybutrow is called in, the affirmation administered, and examined by the Commissioner.

Babajee Hybutrow.

I have been in this office about 2 ½ of a year. I was employed under Nursoo Punt about 18 months. I was generally employed as a carkoon in Bulwuntrow Guicowar's attached villages, and most of my work was Guzerattee; but from the little Murathee I have seen, I should say (B.) and (C.) were like Nursoo Punt's handwriting.

Cross-examined by the Accused.

The whole of (B.) is like Nursoo Punt's handwriting, and the difference in (C.) is only such as you see in the difference of pens.

By the *Commissioner.*] I have never seen any one write Shree Nur Hurree on a paper; I never saw any paper of Nursoo Punt's so headed. I do not know what heading he puts.

[The witness, admitting the above, withdraws.

The rest of the carkoons having been employed since Nursoo Punt left, the Commissioner does not think it necessary to examine them.

The prosecutor gives in a paper of questions, to be put to *Ramrow Nursew,* dufterdar on the establishment of the Revenue Commissioner, Southern Division, and to *Chintoo Krishna Burvea,* Brahmin of Tarrapoor; *Succaram Sewram Kanathur,* mahajun of Palveit, Turf Goagur; *Wishworsrow Basker Gokle,* moonsiff of Ahmednuggur; and *Mahadewrow Ramchunder,* mamlutdar of Kullian. The accused adds questions in cross-examination, all irrelevant; and leading questions having been struck out, the following questions on behalf of the prosecutor are put to *Ramrow Nursew,* dufterdar of the Revenue Commissioner's office, Southern Division.

(B. C.)

1. Do you recognise the handwriting of either of these chits now shown to you; and if so, whose handwriting is it?

2. Are both chits in one and the same handwriting?

3. Did you not upon a former occasion declare, upon oath, that one or both of these chits were in the handwriting of Nursoo Luxmon, commonly called Nursoo Punt?

Questions to *Succaram Sewram Kanatkur,* mahjun of Palveit, Turf Goagur, talooka Anjunwell, zilla Rutnagherry; to *Wishwasrow Bhasker Gokley,* moonsif of Ahmednuggur, caste Brahmin; to *Chintoo Krishna Burvie,* Brahmin; and to *Mahdeorow Ramchunder,* mamlutdar of Kullian.

(B. C.)

1. Do you recognise the handwriting of either of these chits now shown to you; and if so, whose handwriting is it?

2. Are both chits in one and the same handwriting?

3. Did you not, upon a former occasion, declare upon oath, that one or both of these chits were in the handwriting of Nursoo Luxmon, commonly called Nursoo Punt?

Questions in cross-examination of the above witnesses are put by the accused, as follows, to *Ramrow Nursew*:

Should you think the handwriting of these two notes like mine? Then look at any letters or papers of mine on the records of the office, and state whether the style of handwriting of those notes, and the words, and the manner in which the letters are formed, exactly correspond with my writing or not; and whether the handwriting of the notes is like mine, settled or not?

The same question is put to *Madewrow Ramchunder,* the words, "the records of the office," being left out.

To the other three witnesses the following questions, in cross-examination, are put:

1. Do you know my handwriting well?

2. If you had not any other papers of mine at hand, could you satisfactorily recognise my handwriting?

3. Have

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3. Have you ever seen me write; and if so, when and where?

4. Have you any letters of mine with you?

5. If you can recognise my handwriting, then see if the style of handwriting of both these notes is like the style I write; and whether the letters of the notes are a settled hand like mine, or not?

The accused requests to be allowed to send questions to be put to witnesses in that part of the country, in his defence; and the same being admitted, he gives in the following list of witnesses, and questions, to be put to them:

To *Moropunt Tatia*, P. S. A.; to *Abba Sahib Dunderee*; to *Bhichojee Rugonath*, Maratha in the Agent's office; to *Dajee Krishn Pundit*, Kolapoor; to *Bulwuntrow Wittul*, mamlutdar of Sownda Khandish.

1. Can you tell in whose handwriting these papers are?

2. If in my handwriting, do you recognise them as such in the same way in which you would any public document you saw of mine, or any letter you might receive from me?

3. Are all the letters in these notes in my style of writing; and if not all, mention what of them are?

4. Does the writing of these notes appear to be settled, like mine, or not?

5. Are there any marks in the writing of these notes by which you can tell that they are written by me; and if so, what are they?

6. Have I ever, in sending you a private note, or have you ever seen it before, when I have written to any one else, that I have headed it with Shree Nur Hurree; and if so, have I written it in the style of these notes, or not?

The prosecutor gives in the following question to be put to them on cross-examination:

Have you ever received any intimation, either oral or written, that it was likely these, or similar questions, would be put to you?

The Commissioner adds the following questions:

1. Have you ever seen Nursoo Punt write?

2. Has he any particular marks in writing by which you should know it from any other person writing the Beolkuree hand; and if so, what are they?

3. If you have received any intimation of these questions, what was the purport of it; if in writing, have you preserved it, and can you show it to me?

And the papers are sent to the Commissioner and clerk of the Court of Requests, and to the Judges of Tanna, Poonah, and Ahmednuggur, with a request that they will return the answers as soon as taken.

Wittul Khundeerow, alias *Bhow Sahib*, is called in; and, having taken the affirmation, is examined by the Prosecutor.

Wittul Khundeerow.

Baba Nafra was asked after he was sent to prison for the keys of the Treasury, and he said if they gave him a release of all demands he would make over the property, but otherwise he could not give up the keys. The only steps the Durbar took to secure the treasury was warning the goomashtas not to open it without orders, until an order came to make over the jewels to the Shettinvee, and then other arrangements were made. We might have received a letter from the Residency, recommending that care should be taken of the property; so we gave it over to Petamberbhaee, and told him he would be held responsible for the property, and that about the large Treasury he would receive orders afterwards. The sealing, &c., of the locks was ordered afterwards, when the search was made. I had no order to see that Baba Nafra, or his people, did not come there and open the Treasury; so, whether he did or not, the goomashtas know. In the list of blank entries in the books of the firm, which were sent to the Durbar to

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inquire into these, was an entry of 80,000 rupees, or thereabouts. The Baba said at last that he had spent the money for the advantage of the firm, and he would not tell why he had spent it, nor ought we to ask him. When taken before the Guicowar, he said he might kill him, but he would never tell. I have seen Nurso Punt's handwriting in the memo. that came to the Durbar; I cannot tell in whose handwriting the papers (B.) and (C.) are, without comparing them with other papers. I have compared them with some papers, and think that the form of handwriting resembles Nursoo Punt's. I do not know Bulwunt Row Nafra's handwriting.

Cross-examined by the Accused.

All the letters in the papers (B.) and (C.) do not correspond with those in the papers I looked at. The letters in the notes are formed apart; those in the memo. cramped. I do not know when the Ballajee Walla (treasury) was last opened, before Baba Nafra went to gaol.

By the *Commissioner*.] There would be no objection to Baba Nafra's attending before you on the part of the Durbar. I do not know what excuses he may make himself.

[The witness, admitting the above, withdraws.

This completing all the evidence the prosecutor has to offer, except regarding the account books, which cannot be entered upon at so late an hour, the inquiry is adjourned until Saturday.

(signed) *W. E. Frere.*

Saturday, 5 July 1851.

The inquiry into charge No. 5. is resumed, pursuant to adjournment.

The prosecutor and accused are in attendance.

The books which were sealed up on Monday last, are brought in, and the seals found uninjured.

The Commissioner continues to record the evidence for the prosecution.

Baeejee Ghela is called in, and the affirmation administered; and he is examined by the Prosecutor.

Baeejee Ghela.

I am Hurree Bucktee's goomashta. Samul Bucktee and Hurree Bucktee's shops are different. I am acquainted with the items in Samul Bucktee's books, which I have myself written. I produce his cash-book for Sumvut 1904, and show an item for 28,070 rupees, on the 8th of Asad Vud. The item was written by Hurreelal Dadjee. The day-book for that year is with me also. I show the item on the 200th folio of the book; the item is entered in the 34th page of the ledger, and I show that item also; the entry in the day-book is by Hurreelal, the ledger is written by Dumadhur. The item is credited, in two items of 23,070 rupees and 5,000 rupees, on folio 195, as received from Abba Mama; Abba Mama is Baba Nafra's brother-in-law; Ruttunjee Khandas is a sowcar.

Cross-examined by the Accused.

The cash-book is copied from a separate paper; I produce the paper. The item of 28,070 rupees, in page 200, is entered, according to the custom of merchants, as cash paid. The items of credit also are entered as cash received; not a mere debit and credit. The cash-keeper will know how the money was received and paid. Samul Runchor, if he received the 23,070 rupees in cash from Narunrow Runchor, must have given him credit for it. It is credited in the folio 22. I do not know when Baba Nafra last opened the Ballajee Walla (treasury). Bechur Samul is the head of the firm; he is dead; his father's name was Samulbhaee, and his father, Hurree Bucktee; there is no separate account of Beechur Samul's. If there is money to be given to any one, it is entered to Bechurbhaee Samul. It was the custom during the Baba's time. It is customary to take the Shet's signature on the day's entries; but in the time of the confusion, some were signed, and some not. I cannot tell, without looking at the papers, until when they continued to sign. The confusion was about the child. The item of *Rs.* 3,793. 0. 6., which appears more in the sheet than in the book, is

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is accounted for by the item being entered as carried to the head of the account, of which separate accounts are kept.

By the *Commissioner.*] I mean by money being given to people, and entered to Bechur Samul, that it was money to be paid to any one about the child; but what do I know about it? does Baba tell me? not money in dealings, those are entered in their account. The entry of sums taken for the family expenses is to the account of expenses. It was in the year 4, that the business of the child was going on, and these entries were made.

[The witness, admitting the above, withdraws.

Hurrelal Dajee is called in; and the affirmation having been administered to him, is examined by the Prosecutor.

Hurrelal Dajee.

The page 200 of the ledger is in my handwriting. I have written the item of 28,070 rupees in it, according to the paper (I.) The paper is in Jumnadas's handwriting. Jumnadas is in Baroda.

Cross-examined by the Accused.

The cash-book is in my handwriting; that is, written from the page (I.) I cannot explain why the item of 28,070 rupees, which on the sheet is written in the middle, should be written at the end of the day's work in the cash-book. The totals have not been made of the day's work for four or five years. The paper is not signed; the Baba's son signs it. During the Shet's time he signed it; after him the Baba's son. He perhaps had not time to sign this one. If I saw the papers for five,* I should be able to say whether they were signed. The items for 28,070 rupees is a cash entry of receipt and payment; not a mere debit and credit. It was the cashier paid the money. I am not payer of money. I wrote the item as ordered.

By the *Commissioner.*] Jumnadas, the writer of the paper, is cashier.

[The witness, admitting the above, withdraws.

It is represented to the Commissioner that the goomashtas of the firm of Naranrow and Purshotum Runchor have fled the country, but that their books, in corroboration of the items in Samul Bucktee's books, having been under sequestration by the Durbar, are present; and that Narronrow and Pursotum Runchour themselves are in Baroda. The prosecutor wishes to call them; and the Commissioner, being of opinion that it would be preferable to have their evidence, and also that Jumnadass, the cashier, should be examined, and the accused not requiring an adjournment of three days, the Resident is requested to obtain their attendance.

Jumnadass Dhamodhur is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Jumnadass Dhamodhur.

(I.)

The paper shown me is in my handwriting; the item might have been paid by the Baba. My father was cashier; my father is alive; he was acting for the cashier in 1904. I made this entry at Baba's orders; the paper was all written in one day; Asad Vut 8th. It is the custom of shroffs to write an item of the 8th, and add "that 9th." There is no signature on the paper; it is customary to sign it, but something remained to be added that day, so this was not signed. I do not know whether all the others are signed or not.

The accused has no questions to put, and the witness, admitting the above, withdraws.

Damodhur Doolubram is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Damodhur Doolubram.

I am a goomashta of Hurree Bucktee's; have been so for three generations. The cashier of the firm in 1904 went elsewhere, and gave the keys to my son Jumnadas. It was in Asud. I did the work, but did it through my son, to teach him. The Baba told me to debit the money to Samul Bucktee, and to credit 5,000 rupees to Ruttonjee Khandass, and the balance to Narayen Runchor, but I know nothing of any money having been paid. Ruttonjee Khandass was a sowcar, and gave his affairs to us to settle; and Baba took 5,000 rupees of ducats, and gave him credit for them.

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Cross-examined by the Accused.

The Baba knows what the 78,000 rupees note is about; I do not. There is no account in Samul Bucktee's of Purshotum Runchor, at that time.

By the *Commissioner.*] Baba took the ducats, and gave them to whoever he pleased. There is an account of Bechur Samul's with the firm. In that the items, to be given to any one, are written; the items are bribes. I do not know to whom the money was paid, nor why it was paid. I never saw the note for 78,000 rupees therein referred to. I know Bulwunt Row Nafra; he is Baba's brother. I never saw his handwriting. He never wrote in the shop, and I know nothing about it.

[The witness, admitting the above, withdraws.

Narayenrow Wamun Nafra is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Narayenrow Wamun Nafra.

The shop is called by my name, but my father carried on all the business; all the business was conducted as my father ordered. There were three goomashtas; Gokul Runchore and Nutto Gokul is dead. After we got into difficulties, Runchor and Nutto absented themselves, but whether they are here, or where they are gone, I do not know. I am not well acquainted with the business of the shop; my father conducted all the business; the shop is now under attachment. I have sometimes signed the daily cash paper of my father's firm; the books shown me are mine; I know them from being in Gokul's handwriting. I know nothing of the item of *Rs.* 24,048. 11. 6.; my father does. I have heard my father say, that the shop of Narunrow Runchor was founded with 50,000 rupees from the Guicowar, and a like sum from Bechur Samul, who was then alive. I know my uncle Bulwuntrao's handwriting; with the exception of two of the papers now shown me, none of them are in my uncle's handwriting.

The accused has no questions to put; and the witness, admitting the above, withdraws.

Purshotum Appa having been called in, and the affirmation administered to him, is examined by the Prosecutor.

Purshotum Appa.

I am of Pursotum Runchore's firm. I do not know anything of the business. All I know is that the firm had my name; but who carried on the business, or anything about it, I know not. Bulwuntrow Nafra is my uncle; I might know his handwriting slightly, but am not well acquainted with it. There is only one of the papers that I have had shown me, that I can recognise as being in his handwriting.

The accused has no question to put; and the witness, admitting the above, withdraws.

The books of the above firm, as they cannot be proved by the goomashtas, are put in for what they are worth, and extracts from Samul Bucktee's books taken and recorded (F.)

Extracts from the books of N aram Row an Purshotum Runchor are taken and recorded (G.) and (H.)

The daily cash account is also recorded (I.), and the inquiry is adjourned to Monday next, the 7th instant.

(signed) *W. E. Frere.*

Monday, 7 July 1851.

The inquiry is continued to-day, pursuant to the adjournment of Saturday.

The prosecutor and accused are in attendance.

The Commissioner continues to record the evidence exhibited by the prosecutor.

Damodhur

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Damodhur Doolubram is re-called, the affirmation again administered to him, and he is examined by the Commissioner.

Damodhur Doolubram.

The items of 28,070 rupees, both debit and credit, I entered, as I said, the day before yesterday, upon Baba Nafra's dictation. The item of 800 rupees on the credit side of (I.) is the price of some jewels received from Ruttonjee Khandass' firm, but does not belong to the 28,070 rupees items. I wrote it between the items of 28,070 rupees and 5,000 rupees, because it came between them. By "came between them," I mean that the money was paid in between them; he received the item of the ducats after the 500 rupees was received. The Baba took the ducats; it was not merely written. I do not know what he did with the ducats afterwards; he might have taken them home, but I saw him take the ducats.

Cross-examined by the Accused.

The item for 500 rupees was a cash transaction, not a mere debit and credit.

The prosecutor does not wish to put any questions, and the witness, admitting the above, withdraws.

The prosecutor informs the Commissioner that he has not been able to procure any witnesses who are acquainted with Bulwuntrow Nafra's handwriting, but offers to produce those who have recognised the document (A.), on comparison with other papers of Bulwuntrow's writing, as being like his handwriting.

The Commissioner being of opinion that the evidence of Bulwuntrow Nafra, as well as these witnesses, would be desirable, requests the prosecutor, as the accused does not require further delay, to have them in attendance to-morrow morning, and the inquiry is adjourned.

(signed) *W. E. Frere.*

Tuesday, 8 July 1851.

The inquiry is resumed, pursuant to the adjournment of yesterday.

The prosecutor and accused are in attendance.

The Commissioner proceeds to examine *Bulwuntrao Nafra*, who is called in, the affirmation administered to him, and he is examined.

Bulwuntrao Nafra.

I can read and write; not Guzerathee, but Marathee. I am not a good writer. I do not write much. It is now 10 years since I have written. My hand is palsied. Exhibit (A.) is in my handwriting. I wrote it in the residency, but I am not quite certain about it. Upon looking further into it, I see it is not my handwriting; there is some difference in it.

Cross-examined by the Accused.

I never did any work in Hurree Bugtee's shop. I admitted that the paper was in my handwriting, but there are two or three letters different in it. I am not a penman. I did not put that paper into the shop. I do not know anything about the shop. Did I write it? I never wrote a paper to this purport before, nor did I give it to any one. My handwriting is not to be found in Baba Nafra's house, except notes that I might have written when abroad.

By the *Prosecutor.*] If I wrote the paper here, I might have seen it, otherwise I know nothing about it.

[The witness, admitting the above, withdraws.

The prosecutor stating that he does not require other witnesses to be examined in this case, it is adjourned, pending the receipt of the answers to the questions sent on the 5th instant.

(signed) *W. E. Frere.*

Saturday, 26 July 1851.

Baba Nafra having been called as a witness in the Fourth Case, and the Commissioner being of opinion that his evidence is required upon one point, at least in this case, determines to examine him, and the accused not requiring three days' notice, he is examined.

Wamunrow

Wamunrow Venkutesh.

Wamunrow Venkutesh, alias *Baba Nafra,* is called in; and having had the affirmation administered to him, he is examined by the Commissioner.

I am now in gaol. It is eight months since I have bathed. I was confined in my house for two months. I was in the adawlut, in custody two more, and have now been in gaol for eight months. There is no treasury in Hurree Bucktee's house, called the Ballajee Walla. The treasury on the right-hand as you come into the court up-stairs, is one in which they kept the jewels in use, and medicines, and was daily opened. There is a closet in that room, but it has no name. In that closet nothing was kept but jewels. There was a Cocanii sepoy, a Jemadar or his sepoy, a Purdasee, and either Hurrea or Keeta, the treasurers; they went in, and I sat outside. Hurrea or Keeta brought what was required, and the goomashta weighed it, and it was taken for its purpose. The closet was not open for six months or a year before I was in custody. I had the keys from the Shet, and when the closet was to be opened, I gave them to the sepoy and never went into the room myself.

The witness, admitting the above, withdraws, and this case is adjourned until the receipt of the answers to the Commissioners sent to Bombay and elsewhere.

(signed) *W. E. Frere.*

Friday, 5 September 1851.

Resumed this case from the adjournment of the 26th July last.

The prosecutor and accused are in attendance.

Read and recorded answers received to the questions sent to the witnesses in Bombay, Tanna and Poonah; the answers from Chinto Kristna Burve, (J.)

Succaram Sewram is reported by the Commissioner of the Court of Requests not to be found in Bombay.

The answers of Mahadew Row Ramchunder, taken before the judge of Tanna, (K.)

The answers of Ramrow Nursew, taken before the judge of Poonah, (L.)

The prosecutor requests to be allowed to produce further evidence in this case; viz., the document (B.) 27, filed in the first case, to show that ten days before the payment of the bribe of 28,000 rupees, Nursoo Punt had done his best to forward the interests of Baba Nafra, and thus that he had done his best to earn the money, for which he had twice importuned before payment, and to examine Lieutenant Battye, in order to show that his signature on the petition had been surreptitiously obtained.

The Commissioner being of opinion that Mr. Battye's evidence on this point is important, determines to call him, and the accused not requiring an adjournment for three days.

Lieutenant M. Battye.

Lieutenant *Montague Battye* is called in, and having been duly sworn, is examined by the Prosecutor.

The initials on (B.) 27, now shown me, are mine. I have heard the paper read over to me, and think that it is a memorandum to which my initials have been surreptitiously obtained, as I am confident it is not an order that I could ever have had read over to me before signing it. It must have been put up for signature with several other papers; I never could have called myself Resident, as therein mentioned. I do not think I was aware, on the 9th October 1848, that Lardbhaee had given her deposition. I should not have taken upon myself to give any such order as that Joitabhaee would, in a few days, be ordered home. Narayenrow used to take down in writing my orders upon memoranda, when of a length like this one, and read it over, and make corrections, and then take it to the office to be written out fair. Of course, many cases occurred in which I merely gave a verbal order, and he brought me the fair copy prepared at once. I should say such an order as this could not have been written by Narayenrow without his consulting Nursoopunt.

Cross-examined by the Accused.

I cannot say that I recollect the circumstance of this memorandum coming from the Durbar; the date of receipt is on it in my handwriting, and from that I infer its receipt. Bhanabhaee and the vakeel have often been up before me, but

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but I do not recollect whether I had them up in October 1848 or not. I do not recollect what was the order I gave upon this memorandum; I might have mentioned the subject of this case in my private letters to Colonel Outram, when he was in Bombay, but I do not recollect what I said, or what answer I might have received.

By the *Commissioner*.] The fair copies of orders are always taken to the office to be written. I very often, when officiating as Resident, consult the native agent before giving orders, but not always. Nursoopunt was head of the office, and as all papers were taken and read to him before being brought to me, I should say Narayenrow could not have written this order without Nursoopunt's being aware of it. The papers are brought to me in the morning, and orders given, and they are taken to the office, and the orders written on them, and then they are all brought at once in the evening for signature; and it is customary for us to look on the native agent as responsible for all the endorsements that come out of the office, and from that I conclude Nursoopunt must have seen this order. Nursoopunt would naturally have put me right if he found any order of mine that required correction, but I do not recollect any instance of his having done so.

[The witness, admitting the above, withdraws.

The above document is recorded, (M.)

The prosecutor further wishes to record the evidence in the First Charge as an exhibit in this to prove that Nursoopunt did his best, after Captain French's arrival, to promote the interests of Baba Nafra, and thus to render service for what he had received, and earn the balance.

The Commissioner is of opinion that it is unnecessary to record that evidence; the proceedings having been held before him, the opinion he forms on that case can be fairly allowed weight in this.

The prosecutor also wishes to record the evidence in the Sixth Charge in this, to prove that Nursoopunt did give advice to Baba Nafra regarding the case of Joitabhaee, and recommend him to have recourse to bribery in Bombay, with a view to the promotion of his interest in that as in other cases.

For the same reason as above stated, the Commissioner does not think it necessary to record this evidence.

The prosecutor further wishes to record Jayrow Hybutrow's evidence in case No. 7, to prove that Nursoopunt did actually boast that through his influence Baba Nafra's persecutions of Joitabhaee had been successful.

As Jeyrow's evidence is not distinctly against Nursoopunt, regarding Joitabhaee; but generally regarding Baba Nafra, the Commissioner does not think the document necessary, and therefore does not record it.

The prosecutor informs the Commissioner that it is not necessary to keep the case open for the evidence of Wiswasrow Basker from Ahmednuggur, and the case for the prosecution is here closed; and the accused asking for an adjournment till Thursday, the 11th instant, to prepare his defence, the same is complied with, and the inquiry adjourned.

(signed) *W. E. Frere.*

Baroda, 11 September 1851.

Resumed this case from the adjournment of the 5th instant.

The prosecutor and accused are in attendance.

The accused reads his defence, which is recorded, (N.)

The accused wishes to record copy of Naraynrow's deposition given in the First Case, which is done accordingly, (O.)

Also extracts from Captain French's deposition in the same case, being answers 1, 2, and 52, to the questions put to him by the prosecutor, (P.)

Extract from Samul Bucktee's books for Sumvut 1901, being Bechur Samul's account with the firm, which is recorded, (Q.)

Any memoranda of a similar nature to the one filed in this case (A.), which the prosecutor might have found while examining Bechur Samul's treasury or papers.

The prosecutor objecting to produce these papers, and the Commissioner being of opinion that the existence or non-existence of such documents can in no way affect the accused, they are not called for.

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Copy of the decision of the punchayet, awarding a punishment to Munsook, Lulloo Bugwan's son, for forging papers, forming part of Exhibit (C.), filed in the First Case, (R.)

The Gomashta and Baba Nafra's answers to the prosecutor regarding the money said to have been embezzled from the firm.

The prosecutor consenting to produce this paper, it is handed over to the accused, and he, after perusal, informing the Commissioner that it does not contain anything of use to him in this charge, it is not recorded.

The deposition of Bickajee Rugonath Maratha, taken on commission by the Judge of Poona, is read and recorded, (S.)

The deposition of Moropunt, Principal Sudder Ameen of Poonah, taken also before the Judge of Poonah, is read and recorded, (T.)

The accused wishing to have Baboojee Bappoojee, acting dufterdar of Kaira, examined, as to the resemblance (B.) and (C.) bear to his handwriting, his attendance will be of no use until those documents are returned, and the case is therefore adjourned until the answers are received from Kolapoor, Ahmednuggur and Khandesh, when the collector of Kaira will be written to, requesting him to send the dufturdar as a witness, and on his arrival the case will be resumed.

(signed) *W. E. Frere.*

Friday, 10 October 1851.

Resumed this case from the 11th September.

The prosecutor and accused are in attendance.

Babajee Bappojee is called in; and the affirmation having been administered to him, he is examined by the Accused.

I cannot tell in whose handwriting the notes (B.) and (C.) are; they are like a child's handwriting. I know your handwriting. I have lived with Nursoo Punt for seven years, and his handwriting is fixed; this is like a child's. The Patel of Naygaomat, Nasseeck, while I was mamlutdar there, once made my signature. I do not recollect anyone forging a paper about me. I never saw Adyapa written by you, as it is in the paper (C.)

Examined by the Prosecutor.

I never was under Nursoo Punt; I was employed with him in the Revenue Commissioner's Office; I was under Mr. Frere. I have been mamlutdar since the 1st October 1840. I have seen Nursoo Punt write private notes in office; sometimes he writes the names of his god, and sometimes he does not.

By the *Commissioner*.] There are some letters in these papers like Nursoopunt's handwriting, but most of them are like a child's. In one of the notes there are seven, and in the other nine letters which bear some resemblance to Nursoopunt's handwriting. Nursoopunt's handwriting is not Bewulkerie, but something like it. Nursoopunt rounds the tops of his letters, and the vowel mark above the line is small in Nursoopunt's. The word "sharowich" is not mis-spelt, in my opinion; "utwa," also shown me, is not mis-spelt; there are two ways of spelling it; nor is "purna" mis-spelt. Some people write in that way; some people write "adyapee" as it is in the note. The word "keutreem" is mis-spelt; there are two mistakes in it; the "k" is wrong, and there is a vowel wanting.

[The witness, admitting the above, withdraws.

The answers received from the Political Agent at Kolapore to the questions put by the accused to Dadjee Krishna Pundit are read and recorded, (U.)

The answers received from the Acting Judge of Dhoolia to the questions put by the accused to Bulwuntrow Wittul are read and recorded, (V.)

The accused requesting that the explanation of the firm upon the item of 1,300 rupees might be recorded, his request is complied with, and the Resident producing the document, extract is filed, (W.)

The defence is therefore here closed, and the prosecutor stating that he will be ready with his reply to-morrow, proceedings are adjourned till that day.

(signed) *W. E. Frere.*

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Saturday, 11 October 1851.

The Commissioner resumes proceedings from the adjournment of yesterday. The prosecutor and accused are in attendance.

The prosecutor addresses the Commissioner in reply to the defence.

The prosecutor then proffers memorandum from the Durbar, dated 23d January 1851, forwarding statements by Baba Nafra, and from the Hurrea Bucktee firm, to prove that the items of 23,070 and 5,000 rupees, composing the amount of this bribe, had been admitted to have been expended on secret service by Baba Nafra himself, upwards of three months before the finding of the memorandum and notes in the treasury, which Baba Nafra has declared was not opened for upwards of a year before his imprisonment.

As the accused has produced no evidence to prove that this item was not expended on secret service, this evidence cannot be recorded.

The prosecutor having no further evidence to offer, the proceedings of the Commissioner are closed.

(signed) *W. E. Frere.*

Finding, *Fifth Charge.*

The Fifth Charge against Nursoopunt is, "That he, on or about the 19th or 20th October 1848, received from Baba Nafra, as a bribe, the sum of 28,070 rupees, being in part payment of a sum of 78,070 rupees, to be paid by Baba Nafra, for the exercise of his influence in Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabhaee Settanee."

The evidence in this case is of much the same nature as that produced in the last.

It appears that Baba Nafra having been sent to gaol, Colonel Outram obtained from Government an order to examine the treasury of the firm of Hurree Bhugtee, of which Baba Nafra was the moonim gomashta, and for this purpose Gopalrow Myral, Moteelal, Trimbuck Shastree, and Venaik Sudasew, attended on behalf of the Durbar; Soorujram, the Native Agent, attended on the Resident's behalf; while Sumbooram and Heerachund acted as secretaries to the committee (page 1526). The Committee had almost completed their labours, and were examining a room which some of the witnesses call the Bollajee Walla Treasury, though others do not know it by that name; but at any rate it is the room on the south side of the inner court of the house, and there in a large box, which was examined on the 7th April last (Exhibit E.), was found, amongst other things, a silver lota, out of which the memorandum, and two notes, copied in the margin,* (A.), (B.) and (C.), were taken, tied up in a bundle; and upon this evidence, and the alleged fact that Nursoopunt did, on the 9th October 1848, surreptitiously procure Lieutenant Battye the Assistant Resident's initials to a memorandum (M.) unfavourable to Joitabhaee, the present charge is founded.

* See below.

In his defence, Nursoopunt urges that as he had sent in his application for a pension, it was not worth any one's while to bribe him; that the notes (B.) and (C.) are not in his handwriting; that the payment of money is not proved; and the books show that the item is merely a debit and credit, and that the case has been got up either by Baba Nafra, to conceal his own villany, or by Nursoopunt's enemies, to injure him.

In

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* (A.) Memorandum of expenditure during the month of Ashwan Sumvut 1904, date Vud 8th. That on Vud 9th, paid Nursoopunt Tatea, in part of a note for 78,070 rupees, on account of the dispute about the boy.——*Rs.* 28,070.

5,000————23,070.

(B.) Sherie Nur Hurree (invocation of deity).

My request is, you have not yet sent the sum here, according to your promise. This is not proper of you; this is my petition.

(C.) Shree Nur Hurree.

This is my request. Up to the present time the whole sum has not come; this is not becoming your dignity; this is my petition.

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In trying this case, then, the points to be considered will be, first, the finding of the memorandum and notes; next, in whose handwriting they are; thirdly, whether the entries in the accounts support the memorandum, and whether it is a cash payment, or mere debit and credit; and lastly, the sufficiency of the alleged motive, and general credibility of the case.

And, first, as to finding the documents.

To this point we have the evidence, as Nursoopunt states in his defence (N., para. 6, clause 3d) of nine witnesses, who depose to the memorandum and two notes being found by the committee. tied up in a bundle, which had been taken out of a silver lota, found on examining the contents of a box in a closet in the southern treasury; but he takes exceptions to the evidence, because Hurrea and Peetamber depose to the former having taken the things out of the box, and handed them to Wujjoobhaee, who took them outside, while Wujjoobhaee declares that Hurreea took the things out of the box, and put them down near it, and then Hurreea himself took them outside to where the committee was sitting; and that this account is supported by Trimbuck Shastree, Soorujram, and Guzamund Abba; while Shumbooram deposes to Hurreea having taken the articles out of the box, and carried them outside, without ever putting them down. From these discrepancies, as he calls them in the evidence, Nursoopunt argues that the witnesses are not competent to declare that, in the confusion which took place, somebody did not put the bundle into the lota.

The documents (D.) and (E.) (proceedings of the committee who examined the treasury, and which the want of integrity or defective memory of the witnesses obliged the prosecutor to record) do not show that much attention was at the time directed to the manner in which the articles were brought out, though their attention afterwards appears to have been fully engrossed in ascertaining in whose handwriting the documents were. As neither the prosecutor nor the accused had ever visited the scene until the Commissioner, for his own satisfaction, went there, and from this fact, as well as the witnesses deposing to that which probably had not before very much engaged their attention, the impossibility or the likelihood of the papers having been inserted by any of the committee, is perhaps less distinctly drawn out than it might have been.

The room, as far as the Commissioner could judge, would be about 20 paces long and six wide, with a door close to the bottom of the room in the side wall. On entering the room there is a closet door; on the left hand, at the other end of the room, at right angles with the entrance door, and in this closet the chest is kept, while the committee were, as explained to the Commissioner, sitting outside the room door, and the articles were taken from the closet and put down before the committee, in the doorway. This would have entailed several journeys on the man employed, and the Commissioner is inclined to think that Hurreea (page 1528), who took the things out of the box, and Petamber (page 1527), to whom they were taken, are more likely to give the true account than either Shumbooram (page 1530), who was looking on, and might have been good evidence, or Wujjoobhaee (page 1529), though he was an actor in it, but is, as Nursoopunt observes (N. para. 6, clause 3d), an old man, and not likely to have his attention fixed, and is still less likely, the Commissioner thinks, to have a clear recollection of what occurred some months ago. Trimbuck Shastree (page 1530) admits that his attention was not much upon the matter; but he throughout shows a great leaning towards the accused. Soorujram's evidence (page 1525) would bear either construction, that Hurreea took the things himself, or merely received the order to take them; but Shumbooram (page 1531) and Gunputrao (page 1530) certainly show that Hurreea alone carried the articles out. However, as has been remarked above, the point does not appear to have attracted attention before, and we must not be surprised if the evidence is not very exact, and must therefore the more carefully consider Nursoopunt's suggestion, that in the confusion the papers might have been introduced into the lota by his enemies. He, however, does not even throw out a suspicion as to who this enemy might be, and as Venaik Appa, his relation, whom he could not cross-examine on that account, was then present, he must have known if there was any possibility, or even probability, of any person then present having inserted the papers with a view to Nursoopunt's injury; and even though he might not have had courage at the time to denounce, the wrongdoer, and condemn the deed, still he would have been able to have given Nursoopunt some clue to it, so that on his defence, or

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or in cross-examination, he might have elicited grounds for suspicion. The Commissioner looks upon Venak Appa's presence as being a safeguard for Nursoopunt against all treachery in inserting the papers into the lota during the examination, and the loss of the keys, whereby both the closet and the box were obliged to be broken open, and Baba Nafra being at the time in gaol, preclude, in the Commissioner's opinion, the idea that the papers had, on a previous occasion been surreptitiously introduced; and he therefore arrives at the opinion that these notes were found in a lota in Hurree Bhugtee's treasury, when examined by the committee, and that there is no reason to believe that they were placed there otherwise than in good faith by some responsible person of the firm. The object in placing them there will be considered when we come to the third point of inquiry.

The second point for consideration is in whose handwriting these notes are.

The prosecutor, as in the last case, alleges that (A.), the memorandum of the firm, is in Bulwuntrow Nafra's handwriting; and to prove it, the witnesses, Gunputrow Ramchunder (page 1530) and Ballajee Purushram (page 1532) have been examined, and both of them declare that the handwriting resembles Bulwuntrow's. The Commissioner, however, thought it advisable to examine Bulwuntrow Nafra himself, and he acknowledged the paper at once (page 1539) to be in his handwriting; but finding that it was not one of those he had written at the Residency, he pretended to discover some difference between it and his own handwriting. And upon this Nursoopunt has objected (N. para. 7, clause 1) that the same person who forged the memorandum said to be in Bulwuntrow's handwriting, in the 4th Case, has improved his imitation in this instance, and has produced a writing so much resembling Bulwuntrow's own hand, that he himself cannot give a positive answer about it. But the Commissioner cannot see any grounds for believing this paper to be a forgery, and thinks it placed beyond doubt that the note (A.) is in the Bulwuntrow Nafra's handwriting.

Much more evidence has been taken to prove the other two notes (B.) and (C.) to be, as the prosecutor contends they are, in Nursoopunt's hand.

The prosecutor called some witnesses, who declared they were not acquainted with Nursoopunt's handwriting; but the others who were acquainted with it, whether examined before the Commissioner or upon questions sent to other zillas, may be divided into two classes; those who had seen Nursoopunt write, and those who only knew his handwriting by repute, arising from seeing his signature, and papers from him.

Of the latter there were four, Gunputrow, Ramchunder, Baskerow Wittul, and Wittul Kunderow, examined before the Commissioner, and Chinto Kristn, whose evidence was taken before the Court of Requests in Bombay, (J.) Gunputrow (page 1530) only knows that some letters in these notes correspond with those in papers shown him as being in Nursoopunt's handwriting. Baskerow (page 1532) recognises them as resembling the handwriting of Nursoopunt's signatures to memoranda he has received from him; and Wittul Kunderow (page 1535), after comparing them with other papers, arrives at the same conclusion; while Chintoo Kristn (J.) having seen letters from Nursoopunt to his father, and orders, when Nursoopunt was the Revenue Commissioner's dufterdar, thinks (B.) exactly like Nursoopunt's handwriting, and that (C.) is very similar to it. Nursoopunt comments on the evidence of only two of these (N, para. 7th, clause 2d and 3d), Baskerow Wittul and Chintoo Kristn contending that the former has not grounds sufficient upon which to form an opinion, and the latter, whom he could not remember at the time (though his surname, Burve, was mentioned) could not have seen his writing for the last 12 years, and therefore his giving an opinion on it was absurd. Evidence in this country, when founded on a mere comparison of writing, even when the document with which the comparison is made is proved, is, as seen in the last case, of so little use that the Commissioner will throw these four witnesses' evidence entirely out of consideration, and confine his attention to those who know Nursoopunt's handwriting, from having seen him write.

Of these Trimbuck Shastree and Balajee Purushram, produced by the prosecutor, were examined before the Commissioner, and Mahadewrow Ramchunder and Ramrow Nursew were examined before the judges of Tanna and Poonah respectively; and the Commissioner, preferring evidence taken in his presence, and being of opinion that the carcoons in the office must be able to recognise

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recognise the native agent's handwriting, examined Bajaba, Hurreepunt, and Babajee, the only three carkoons who were in employ during the time Nursoopunt held the office. Of these witnesses, Trimbuck Shastree (page 1530) and Hurreepunt (page 1533) would alone have satisfied the Commissioner that the papers (B.) and (C.) bear a strong resemblance to Nursoopunt's handwriting; a resemblance so strong that even these very reluctant witnesses were fain to admit it. Balajee's evidence (page 1532) was very straightforward and convincing, and Bajaba (page 1533) and Babajee's (page 1534) was clear and distinct enough, and unshaken on cross-examination, tending in a great measure to corroborate the idea that (B.) is more like Nursoopunt's ordinary hand than (C.). Mahdowrow Ramchunder (K.) thinks that the notes are either in Nursoopunt's or one of his son's handwriting, as they write much alike; while Ramrow (L.) is forced to admit that they resemble Nursoopunt's, though not so strongly as he thought when asked about them on a previous occasion.

This man and Babajee Premchund's evidence exemplify very strongly the difficulties a prosecutor has to contend with in this country, and which only he who has been placed in that invidious position can fully appreciate. Here are two men, the latter of whom certainly (E.), and the former very probably, gave decided opinions upon a subject; but when they come to be further questioned upon it, it appears that the one declares he answered loosely, and the other unblushingly affirms that he joined with others in giving an opinion about handwriting, though he did not know the character in which the writing was; thus, if a prosecutor takes a man's mere assertion, he may find the answer he got was given at random, or upon a subject the deponent knows nothing about, while if, to be more secure, he asks further questions, he lays himself open to suggestions of prompting his witnesses.

Against these witnesses Nursoopunt urges (N. para. 7, clause 2d and 3d) that Ballajee Purushram is not likely to have seen any letters in his handwriting; he forgets his having taken down his deposition (page 1532), and that he is actuated by spite; while the carcoons of the cutcherry are compelled from their positions to depose against him. He assumes that Ramrow thinks his hand has been forged, and declares that Mahdeorow bears spite against him; but of this he has attempted no proof, nor even questioned him on the subject, so that Mahdeorow's evidence might certainly go for what it is worth.

Against the writing generally, Nursoopunt contends (clause 4th), that a cursory observer might think the notes resembled his handwriting, but that it is an unformed childish hand, and that one word is mis-spelt, and that a compound letter is divided, and not run into one, as he writes such letters, and in support of his defence he has had Bhicajee Rugonath and Moropunt Tatia examined at Poonah (T.), Dadjee Kristn Pundit at Kolapore (U.), and Bulwuntrao Wittul Tambe at Dholia; he has also had Babojee Bappoojee examined before the commissioner. Of these, Bickajee (S.), and Bulwuntrow (V.), say the handwriting does not at all resemble Nursoopunt's; Moropunt, Dadjee Pundit (T.) and (U.), and Babajee, (page 1542) find some letters like, but do not think the notes are written by Nursoopunt; and as regards the orthography of the word pointed out by Nursoopunt, Babajee admits that some people spell it in the way it is spelt in the note which Nursoopunt repudiates, and the Commissioner (out of several he had noted) pointed out spellings which Babajee admitted were doubtful, and one which he declared a mis-spelling in Nursoopunt's defence, in this very case; and though the defence is not in Nursoopunt's handwriting, still if he signs it with bad spelling in it, he removes the point of defence founded upon the impossibility of his making such mistakes.

Nursoopunt, however, further to strengthen his defence, suggests (clause 5 and 6) that the notes might be forgeries in imitation of his handwriting, and quotes two instances, one a forgery committed in Sholapore in 1833, and the other the forged bond in the Joitabhaee's case; but neither of these, if the Commissioner's memory does not betray him, are parallel cases. The forgery in the Partabhaee's case certainly is not, for that was no imitation of handwriting at all; and if the Commissioner recollects the case alluded to as having occurred in Sholapore rightly, it came before the Sudder Adawlut, when he was Assistant Registra, and was an attempt to imitate Mr. Williamson, the Revenue Commissioner's initials on an order, and not an attempt to imitate Nursoopunt's writing in the endorsement.

But,

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But, supposing that the notes are forgeries, imitations of Nursoopunt's handwriting, somebody must have forged them, and placed them where they were discovered, with a view to injure Nursoopunt. The opinion came to on the first point, prevents its being believed that the notes were introduced, either during the examination by the committee, or after Baba Nafra was sent to gaol. All the other cases tried have shown that the idea of Baba Nafra's enmity is not tenable, and no other quarter has been suggested from whence the plot could have arisen; the Commissioner, therefore, cannot believe that these papers were surreptitiously introduced. Neither can he believe the notes to be forgeries, and though not perhaps in Nursoopunt's best handwriting, they are, as he and three out of his five witnesses would appear to admit, sufficiently like his writing to have been scribbled by him or by one of his sons.

The next point for consideration is, whether the entries in the books prove this to be a cash payment or mere debit and credit.

The items as entered in the memorandum (A.) are entered in the accounts of the firm (F. G. H. and I), and the Goomashtas Baeejee (page 1536), Heeralall (page 1537), Jumnadass and Damodur (*ibid*), prove the books and entries, and Baeejee shows that it is entered as a cash payment would be. Nursoopunt, in the 4th para. of his defence (N.), contends that the item as entered in the books is a mere debit and credit, and in the 5th clause, that the sum would not, as it is said, have been paid "on account of the child," as the account to which it has been carried (Bechur Samul's) has been going on for some years, as proved by exhibit (Q.), an extract from Samul Bucktee's accounts showing that there was an account of Bechur Samul's with them in 1901 (A.D. 1845), and consequently that it could not have been opened on account of the child. But Baeejee and Damodhur's evidence show that all bribes (not only those on account of the child) were carried to this account, and consequently this is no argument in Nursoopunt's favour. He further contends that there should be separate and specific accounts of these sums, as otherwise it is impossible to ascertain how these items, which are mere blank entries, have been expended; and in the 10th clause, he contends that though only a debit and credit transaction, it has been entered as a ready money affair in order that Baba Nafra might the more securely appropriate the money. Nursoopunt does not appear to recollect, that admitting the money, as he does, to have been appropriated somehow, is all that the prosecutor requires, and that to defend himself he must either show that the entry is false or that the money was clearly appropriated by some other person, and that his argument, that a further account is required of how sums entered to Bechur Samul's accounts are expended, only strengthens the probability that the memorandum (A.) was intended in lieu of such accounts, and that it was with the object of doing away with such accounts that these memoranda were kept; and though Nursoopunt suggests that the Commissioner should appoint a jury of bankers to inquire into the matter, he has not shown any reason why the Commissioner should require such aid, even if the act appeared to contemplate or warrant such a course.

If further proof of the entry being a cash payment, as stated by Baeejee, was wanting, it would, the Commissioner is of opinion, be furnished by the exhibit (I.), which purports to be what the counter book or waste book is in an English house, an entry of the transaction made at the very moment. On the credit side of this the 23,070 rupees is first entered, then a receipt of 500 rupees, and then the receipt of the item of 5,000 rupees, while on the debit side 28,070 rupees is first entered in full, and then 500 rupees item, which is natural if it was a cash transaction, but not so if a mere debit and credit; for if a cash payment, the money (23,000 rupees) might have been received first, and then the 500 rupees, and then the venetians which form the second item of the 28,000 rupees. Whereas, if it was a mere debit and credit, the receipt of the venetians could be a mere fiction, and both items, debit and credit, might and would have been entered at once, and the Commissioner sees no cause for thinking this other than a *bonâ fide* cash payment.

Nursoopunt does not take any notice, or in any way refer to Samul Bucktee, Narayen Runchore, and Purshotum Runchore's books for 1903, 1904 and 1905, which the Commissioner, at Nursoopunt's request, on Sunday the 29th June, had attached for him. It is possible Nursoopunt might have required it as a precautionary measure, to prevent the books being tampered with, and then used against him, and having succeeded in preventing that, no further notice was required of the books;

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books; but as in the last case he called witnesses and would not examine them, and in this case has had books attached and now does not refer to them, it would have been some satisfaction to have known there was good cause for requiring the books, or that some object had been obtained by their being attached.

The last point for the Commissioner to consider is the alleged motive for paying this bribe, and the general credibility of the case.

The motive for paying the bribe on the 19th October 1848, is in the memorandum (A.) alleged to be "on account of the boy." This, the prosecutor contends, was Joetabhaee Setanee's boy, and for a settlement of that case favourable to Baba Nafra. In support of this he files the document (M.), being a memorandum from the Durbar, dated the 5th October, with an endorsement by Lieutenant Battye, the Assistant then in charge of the Residency, dated the 9th, in the nature of a memorandum laying all the blame of the delay on Larbaee, threatening to write to Government on the subject, and saying that an order would be sent in a few days desiring Joetabhaee to return home.

There are two points that appear to the Commissioner remarkable in this endorsement; one, that up to that date Mr. Battye, judging from the documents bearing his signature in the first case (Exhibit B.), should have treated Larbaee and her daughter with every consideration; and the other, that instead of doing what he had threatened at once, or apparently making any further inquiry into the matter, he should have been content to leave a memorandum on record showing that Joetabhaee was not to expect any more consideration from the British authorities. Lieutenant Battye, in his evidence (page 1540), shows very good reason for believing that his initials were surreptitiously obtained to the paper; and Narrayen Row, whose account of the order, as given in the first case, has been filed by Nursoopunt in this (O.), certainly does not give a credible account of it. It is hardly possible to imagine that Mr. Battye could have dictated the order off at once, as Narrain Row says he did, or that he, Narrayen Row, wrote it down without one single erasure or mistake, while this being the most recent memorandum left on the records, would naturally convey to the new Resident the idea that Joetabhaee and her mother, whatever may have gone before, were the wrong-doers; and to effect this, whether the new Resident discovered that Joetabhaee and her mother had formerly received the support and countenance of the British authorities or not, might be worth 28,000 rupees to Baba Nafra; and if the note for 78,000 rupees was forthcoming, which Nursoopunt says (para. 5) would explain the whole story, the Commissioner would not be surprised to find that part of the money was to be paid on obtaining some such advantage as might be gained by the memorandum (M.) being placed on record, and the remainder either on the final and satisfactory disposal of the case, or in instalments, as the case advanced towards a termination satisfactory to Baba Nafra. All the probabilities appear against Mr. Battye's having left this note on record, for, in addition to the reasons mentioned above, there is another which the prosecutor has not referred to. On the 19th August, Colonel Outram, as appears from (B.) 18, in the first case, wrote to Joetabhaee, and told her that if Larbhaee delayed giving her deposition, she might depend upon it he would write to the Bombay Government, and request them not to interfere in her behalf at all. Colonel Outram, however, as appears from (B.) 23, on the 4th September, restored her to favour. But if Mr. Battye had been aware of the former memorandum, as he ought to have been, the most natural and most becoming way for him, while only in temporary charge, would have been to have informed Bhanabhaee that he would act up to Colonel Outram's orders of the 19th August, instead of saying that he would do everything as of himself; nor, as Mr. Battye had hitherto treated them with all consideration, could he now have forgotten the fact of his having made such a decided alteration in his opinion in the case as this memorandum shows; and then the risk of putting such a memorandum on record, and the chance of detection, was well worth 28,000 rupees.

Lastly, against the general credibility of the story, Nursoopunt, in the third first* para. of his defence (N.), contends that Baba Nafra would never have paid him the enormous sum of 28,000 rupees, at a time when Colonel Outram had sent in reports to Government against him, and he had also himself applied for his pension without the intention of recalling it, or the hope of its not being accepted,

* So orig.

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accepted, and when Captain French, a known friend of Colonel Outram, had been appointed to act for him.

He further, in the 11th para., contends that the Resident could get any number of memoranda, such as (A.), (B.), and (C.), forged. In the 12th para. he suggests that the entry in the books being 78,000, while in the memorandum it is 78,070, requires some explanation; and in the 13th para., he deprecates the idea that collusion is not to be imagined because the witnesses do not all tell the same story, as it is only when the prosecutor and his witnesses are in the same rank of life that they concoct stories; in a case like this, the witnesses only tell what serves each his own purpose.

We have seen above that there is nothing improbable in Baba Nafra's having paid the Native Agent 28,000 rupees, in order that such a document as (M.) might be placed upon record; and whether Nursoopunt was on the point to leave the service, or was likely to remain in it, does not appear to be a matter of any moment. The opportunity of a change of Residents was the most favourable time for effecting a diversion in Baba Nafra's favour, and ought not to be lost. Nursoopunt might still have dictated his own terms; and, moreover, as he was anxious, and had applied to be allowed to remain in the service, there still was a chance of his being able to afford further aid, and he ran less risk in taking a bribe at that time, since, if his resignation was accepted, he had not the consequences of detection to fear, and remaining in office he had obtained a triumph over the Resident, and consequently a strong hold on the fears of his enemies. But still if Mr. Battye's initials were obtained to the memorandum surreptitiously, as the Commissioner has too much reason to fear was the case, it was nevertheless a most courageous act on the part of Nursoopunt, or his accomplice Narrain Row, and the Commissioner, contrary to the view taken of it by Nursoopunt, thinks that enabling Baba Nafra to avail himself of this opportunity and the risk, were well worth the 28,000 rupees, as such an opportunity was not likely to occur again, and detection must have led to instant dismissal, disgrace, and the loss of every hope of ever recovering his position.

The idea that the memoranda, (A.), (B.), and (C.), were forged, and the evi- packed, has already been negatived, and the Commissioner need not dwell further on those suggestions, while why the note is in one place said to be for 78,000 rupees, and in another 78,070, is a question that cannot affect the point at issue, as the payment is only 28,000 rupees out of a larger sum for which there was a note given, and whether that note is referred to in round numbers, or in its exact amount, cannot possibly make any difference in the case.

On consideration of the above, the Commissioner arrives at the following opinion. In this case, as in the last, the giver of the alleged bribe not being willing to tell anything about it (page 1536), and there being no proof of how the money was disposed of, there is not evidence to convict Nursoopunt of receiving a bribe; but the discovery of the memorandum with his name on it, and the notes in his or his son's handwriting with the invocation of his own deity upon them, coupled with the revolution which about that time took place at the Residency regarding the case of Joetabhaee Setanee, leave the strongest suspicions in the Commissioner's mind that the money was paid to Nursoopunt, and that he had importuned Baba Nafra on two occasions for it.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

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SIXTH CHARGE.

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(signed) *W. E. Frere*, Special Commissioner.

Baroda, 21 October 1851.

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SIXTH CHARGE.

(A.)

EXTRACT paragraph 4, from a Letter from Lieutenant-Colonel *J. Outram,* Resident at Baroda dated 7 September, No. 207 B. of 1850.

Paragraph 4. APPENDIX (H.) is a memorandum of my proceedings in an inquiry into the cause and object of the mission to Bombay, in July 1848, of an agent of Baba Nafra, the moonim gomashta of Hurree Bhugtee's firm, who is proved in evidence to have been deputed, at the instigation of Nursoo Punt, charged to communicate with Mr. Reid, and authorised to draw on the firm for any sums that might be required for purposes of bribery; and it will be seen from the evidence that there is much ground for believing that large sums were expended by him in this manner; evidence being very strong against a Mr. Craig, clerk in the secretary's office, who is represented to have received on one occasion 2,000 rupees, and on another, 12,000 rupees, and 200 rupees, and who also appears to have shamefully misused Mr. Reid's name on the occasion.

Enclosure to foregoing.

Appendix (H.)

MEMORANDUM of Proceedings in an Inquiry into the Cause of the Mission of Joteshwur Echaram, a Gomashta of the Firm of Hurree Bhugtee, deputed by Baba Nafra to Bombay, in July 1848, for the purpose of forwarding the interests of his Employer, in certain Cases then under examination at the Baroda Residency.

IT having come to my knowledge that Joteshwur Echaram was deputed to Bombay about the time referred to, I sent for him, and examined him on the subject, on the 12th July 1850. He then deposed as follows:

Translation of the Deposition, on oath, of *Joteshwur Echaram,* aged 37 years; Inhabitant of Baroda; Gomashta of Hurree Bhugtee, made before the Resident at Baroda, on the 12th July 1850.

Question. Who sent you to Bombay, and on whose part did you go, and when did you go; state all this?—*Answer.* About the year 1904 (A.D. 1848) Baba Nafra sent me to Bombay on the part of Hurree Bhugtee, and I resided in the house of Thukur Jootha Hurka, near Lowarcharee Naka, on the road to the fort, at a rent of 5 rupees per mensem.

Who else was with you, and what was your salary?—My salary was 100 rupees per mensem, including all expenses; my brother-in-law, Bulwunt Ram, was with me.

What was Bulwunt Ram's salary?—I paid Bulwunt Ram out of my own salary. Bulwuntram Hurreeram, above named, now resides in the house of Thukur Jootha.

How much money did you receive on account of your salary, &c.?—I received about 22,000 rupees on account of my salary and other expenses.

Show the accounts, in what way you have laid out this money?—I have not the accounts by me; but my brother-in-law, Bulwuntram Hurreeram, in Bombay, has them.

As far as you can recollect, state what sums have been expended by you?—About 8,000 rupees was paid into the Supreme Court, as deposit on account of an attachment placed on the house of Hurree Bhugtee, in Bombay; of the rest I do not recollect, but my brother-in-law has got the accounts.

Being aware that the papers alluded to by Joteshwur Echaram, as having been left in Bombay with his brother-in-law, Bulwuntram, would disclose facts of importance, I forwarded a copy of the above statement to Mr. Malet, on the 15th July, with a private note, suggesting the advisability of taking measures to secure them, and explaining the object I had in view.

To this the following official communication from Mr. Malet, in the Secret Department, was returned on the 18th idem.

"With reference to the suggestion contained in your private note to my address, dated the 13th instant, that certain papers said to be in the possession of one Bulwuntram may be seized, I am directed by the Right honourable the Governor in Council to inform you, that Government having consulted the Advocate-general on the subject, that officer has given it as his opinion that the seizure cannot be legally effected."

In the meantime, Joteshwur's papers at Baroda having been attached by the Durbar, and sent with him to the Residency (at my request), that person, on being told that they should be strictly examined before him in my presence, became much agitated, declaring that they contained nothing relating to the case now under investigation, but confessing there were secret papers of much importance to the interests of the former carbarees, Larablaye and Brijlall, to whom he was "gooroo;" and stating, that if I would allow him to take them away, he would disclose all he did in Bombay on the occasion above referred to. This I refused; but

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but I told him, if he truly disclosed all he did in Bombay, I would seal up the whole of his papers (after first casually inspecting them, to see that no papers connected with the present inquiry were among them), and deposit them in the treasure chest, under the Residency guard, to be kept there until the truth of his proposed disclosures were ascertained; when, with the sanction of Government, the sealed papers should be restored to him. Under this promise the papers were then looked over, so far as to ascertain that none concerning the present case were concealed among them, the rest were then sealed up in Joteshwur's presence, without examination; although, in casually looking over them, so much transpired of their nature as to show that they contained proofs of very extensive underhand dealings when in office. Of the worthies referred to I record this circumstance to show under what motive the following statement was made, and at the same time, while testifying to my pledge to restore Joteshwur's papers (if sanctioned by Government) should his disclosures prove true, distinctly declaring that I shall consider myself at full liberty to make use of the proofs they contain towards prosecuting the former carbarries, should the measure be deemed advisable by Government, in the event of the informant's statement proving false.

In this understanding Joteshwur Echaram deposed as follows:

Translation of the Deposition* of *Joteshwur Echaram*; religion, Hindoo; caste, Naggur Brahmin; profession, Gomashta in the Firm of Hurree Bhugtee; aged 37; inhabitant of Baroda; made before the Resident at Baroda, on the 21st of July 1850.

Question. As you were deputed to Bombay by Shet Hurree Bhugtee, state what occurred there?—*Answer.* About Sumvut 1904 (A. D. 1848), the moonim gomashta of my Shet, by name Baba Nafra, called me one night, about eight o'clock, to his house, and desired me to proceed to Bombay, as a case of our Shet is going on there; and that he had taken the opinion of dufturdar, Nursoopunt Dada, in the matter, who said,† "To send a person of yours to Bombay, and, on his going to Mr. Reid, the business would be instantly done." Nursoopunt Dada, Looloo Bhugwan, our Shet's gomashta, and Bhugwan Bhowanee were seated there at the time. I then returned home. In the same year, about Ashar or Shrawun (July or August), I went to Bombay, and put up in the house of Thukur Jootha Hurka, near Lowarcharry, for which I paid rent at five rupees per month; but nothing was done about the business on which I was sent. A person, however, by name Seesa Appa, a Deccanee, residing near Kharakooa, asked me why I came; I told him that I came regarding a case of my Shet, Hurry Bhugtee, but which had not been done; when he said, there is a gentleman, by name Creed Sahib,‡ residing at Mazagaun, to whom I should go, and who would do my business. On this I went to Mr. Creed, and mentioned all the particulars of the case, when he asked what I would give him; I replied, that I would pay at present 2,000 rupees; and, after the business was done, I would do as he would bid me. I then delivered to that gentleman about three or four notes, amounting to 2,000 rupees, but saw no signs of my case being settled. I then went again to Mr. Creed, and said that my case has not yet been settled, though I had paid him 2,000 rupees; when he said, that Mr. Reid was angry with me; and, as that gentleman was about going to Europe, to bring 10,000 rupees to pay to him. I asked to be introduced to that gentleman, when I would pay the amount into his hands; Mr. Creed replied, that as I was an inhabitant of Baroda, and came to Bombay to make a complaint, he (Mr. Reid) would not receive any money from the hands of any native like myself. Being anxious to have my case settled, and as Mr. Reid was about going to Europe, I delivered to Mr. Creed about five or six notes, amounting to 10,000 rupees, who told me to give him 200 rupees to buy a horse; when I gave him a note for that amount.

You say Mr. Creed, in the name of Mr. Reid, received from you notes as above stated; did you go to Mr. Reid to ascertain if he received them?—I did not go to Mr. Reid to ascertain if he received them or not.

You have stated that you paid the amount to Mr. Creed; on what business was this gentleman employed?—I do not know.

Who was present with you at the time you paid the money to Mr. Creed?—I was alone.

On account of what business did you give the money to Mr. Creed?—The money was paid regarding the case of Joitabaee Setanee's son, Gundgadhur Shastree's, and four or five others which were then going on.

After the money was paid, was your business done?—The business has not yet been settled.

Did you go to any gentleman to give presents?—I have heard that Bhanabhoy had taken with him some fine clothes to present the ladies, so I took from the shop two dooputta and one pugree, to present them to some person, but I never gave them to any one. I have got them by me; Baba gave me a "pugree and shella" for my own use.

Did you ever go to the bungalow of Mr. Reid?—I went once to Mr. Reid's house, who inquired after the Shet's health.

You state you once met Mr. Reid; was it before or after the notes were delivered to Mr. Creed?—I visited Mr. Reid before I gave the notes to Mr. Creed, but no conversation passed between Mr. Reid and myself about paying the money.

On

* On oath.

† S. O.

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‡ It cannot be ascertained, from the deponent's indistinct pronunciation of the name, whether it is Creed, Creek, or perhaps a corruption for Clerk.

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On what business was Mr. Reid employed ?—He was in the Council.

You have stated above, that you paid money to Mr. Creed for the purpose of giving it to Mr. Reid; what trust had you in Mr. Creed, that you should give so much from the shop to this gentleman ?—Mr. Creed told me that my business would be done, and that between us is Providence, so I put my faith on his word, and gave him the notes. This gentleman did not tell me his name, but I learnt from his servants that it was Mr. Creed, who gave me great assurances and took his oath, and administered the same to me; after my return to Baroda, I heard that our case, which was going on regarding the Bhandree,* was settled.

Was Bhanabhoy with you in Bombay ?—He was sent to Bombay one year before me; as no trust was placed in him, I was sent in his stead, and Bhanabhoy was recalled to Baroda. After my return to Baroda, Baba Nafra told me that 10,000 rupees was expended, but our business was not done, when I told him that one case about the Bhandree was done.

Why was no trust placed in Bhana ?—He used to talk very big, therefore no trust was placed in him, so I was sent in his place.

Did you and Bhanabhoy meet together ?—No.

From where did you bring the notes which you gave Mr. Creed ?—I got these notes from Paruk Vuruzlal Doolubh's shop, near the Cloth Market, by letters of advice sent from here; an account of this may be written in Vuruzlal's chopra. I kept a chopra of accounts, but I did not keep any about the money paid to Mr. Creed, as the matter was to be told to Baba orally.

You have stated above, that when Baba called upon you to proceed to Bombay, Nursoopunt and others were sitting at the time; in what month was this ?—It was in the month of Ashar or Shrawun (July or August).

On the 22d July, I again addressed the Chief Secretary, forwarding the above deposition, and suggesting measures for tracing the notes said to have been given to Mr. Creed, to which the following reply was returned on the 1st August.

"I am directed by the Right honourable the Governor in Council to acknowledge the receipt of your private note to my address, dated the 22d ultimo, and to refer you to my communication on the subject, of the 18th idem, No. 155.

"I am at the same time desired to transmit for your information, copy of the report of the Advocate-general, dated the 17th ultimo, on your letter of the 13th idem, together with transcript of a further, demi-official, from that officer of the 31st ultimo."

Report of the Advocate-general, dated the 17th July 1850.—"The papers referred to, cannot be legally seized, except under civil process, if the transactions relate to mere money demands and accounts, or if any crime is involved by any criminal falsification of accounts, or information on oath laid before a magistrate."

Demi-official from the Advocate-general, dated the 31st July 1850.—"Nothing can be done on this, except in the mode stated in my last communication to you, within the Supreme Court's local jurisdiction."

On the 15th August, I received an anonymous letter from Bombay, which, although anonymous, is deserving of attention as confirmatory of Joteshwur's revelations, and evidently written in ignorance of the disclosures he had made in his second deposition, while the writer was only aware of the first statement having been taken, in which Joteshwur disclosed nothing. And it will be seen that it subsequently received further confirmation by the admission of Echaram Wunarsee, the principal gomashta of Hurry Bhugtee's firm, of the fact stated in the letter of a further sum of 2,500 rupees having lately been sent to Bombay.

Accordingly, I forwarded a translation of this communication to Mr. Malet on the 16th August, with the following letter.

"With reference to the subject of my private notes, dated 13th and 22d ultimo, and of your replies, dated 18th ultimo and 1st instant, I beg to transmit for your information, and such notice as it may be deemed worthy of, translation of an anonymous communication received yesterday, which you will observe clearly indicates that the European mentioned in Joteshwer Echaram's second statement as 'Creek Sahib,' (which I then supposed might stand for Creed or Clerk, being unable distinctly to make out the name, owing to the faulty pronunciation of the deponent,) is a Mr. Craig, which name I see recorded in the calendar as 'clerk in the Secret and Political Department of the Secretariate, residing at Mazagom.'

"From what appears in this document, (which, although anonymous, is so far deserving of attention, that it confirms much that is disclosed in Joteshwur's very reluctant testimony), there can be little doubt that Mr. Craig is the party alluded to by the latter, as the person who made such infamous use of Mr. Reid's name.

"As Government was debarred by legal forms from adopting at the time the steps which I took the liberty to suggest for obtaining the papers left in Bombay by Joteshwur Echaram, or for tracing the notes said to have been paid by him to Mr. Craig, I fear there is no hope now of satisfactorily proving the transaction, and I regret that I was not honoured by the communication, with your first letter, of the Advocate-general's opinion forwarded with your second, as I should have done myself the honour to forward such information on oath as might yet perhaps have enabled you to effect the object; after the further delay, however, of 14 days, which had intervened between your first and second communications, there could be no hope of finding the papers, which will of course have been secured long ere this by Baba Nafra's agents, who it appears from the accompanying revelations are at work in Bombay to counteract the investigation on which I am engaged."

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* Meaning that of Govind Row Guicowar, in which I had recommended the withdrawal of the Soucar's Bhandree.—*J. O.*

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Anonymous letter alluded to above.

"My object in writing to you is this: that I hear you have taken the deposition of the goomashta of Hurry Bhugtee, by name Joteshwur, who, I believe, has not confessed to anything at Baroda. But when he formerly came here he brought with him 10,000 rupees, and told the Setanee that he gave this amount to Mr. Reid. But this money was divided among Ragoba Simpey, employed in the Military Pay-office; Mr. Craig, a half caste; and another person, a half caste, also in the Political Department. Joteshwur lived in the house of Choota (Jootha) Hurka, and close to him lived the above person named Ragoba Simpey. Joteshwur has now sent a hoondie for 2,500 rupees on Dyaram Atmaram for payment to Ragoba. The karbarry of Joteshwur, by name Bappoo Sewlal, is here; this person and Ragoba took 1,500 rupees out of the 2,500 rupees, and gave it to Captain M'Donald, whose receipt is with Ragoba Simpey. Bappoo Sewlal, the karkoon of Hurry Bhugtee, and Ragoba went to Mr. Howard, the barrister, also to Mr. Leggett, lawyer, and Mr. Cole, clerk of the Accountant-general's office, and they got Mr. Howard to prepare a petition, on a promise of paying him something for his trouble. He took the deposition of Joitabaee Setanee in English, and intends to send it to Government. Such is the case here. Joteshwur writes from Baroda to Ragoba Dada and Bapoobhoy, desiring them to do the business satisfactorily, when the Setanee and Baba would not forget them; that in the inquiry which was instituted at Baroda about the 10,000 rupees, he did not mention Dada Sahib's name, therefore not to fear anything; that when they came to leave him in the steamer, the conversation which then passed between them may be relied upon. In this way business is being done here; and as you are instituting inquiries in this case at Baroda, there is no difficulty in calling those persons before you. Bappoo Sewlall was formerly gomashta of Kandass Wagjee, but for some misconduct he was dismissed, and is now employed by Hurry Bhugtee as karkoon to Joteshwur in Bombay. The gomashta has given it out that he is kept here in consequence of his having to make some reply to the complaint made against him by one Gunputrow Dhondey in the Court; but all this is untrue. Bamonjee Bawa, Atmaram Sonar, Ragoba Simpey, Mr. Leggett, lawyer, Mr. Cole, and Mr. Howard, are making 'khutput' in this case. Bappoo Sewlall and Nathjee, and another of his associates, are the persons who give money and furnish information to those persons; and as this has come to my knowledge, I have informed you of it in order that you may institute such inquiries as may appear to you proper."

In consequence of what is stated in the above communication, Joteshwur Echaram was again examined, who denied all knowledge of the hoondie for 2,500 rupees said to have been lately sent to Bombay, representing that he had been dismissed from employment by the firm of Hurry Bhugtee, in consequence of the disclosures he had made before me. Subsequently the present managing gomashta of the firm, Echaram Wunsarsee, was examined, who, it will be seen, admits that a hoondie for 2,500 rupees was lately despatched to Bombay, and also confirms the statement of Joteshwur, as to his having been dismissed.

Translation of the Deposition* of *Joteshwar Echaram*, made before the Resident on the 15th August 1850.

Question. On the 21st July 1850, your deposition was taken in the case of Joitabaee Setanee; after this, did you write to any person in Bombay?—*Answer.* After I had given my deposition before the Resident, I was sent for to the shop of Hurry Bhugtee, and was told by Echaram Gomashta that my pay was stopped, and to recall my men from Bombay, and that their allowances had also been stopped. On this I wrote a letter, on Asar Vud 3d or 4th, of Sumwut 1906 (27 or 28 July 1850), to my men in Bombay, by name Bulwuntram and Bappoo Joshee, desiring them to come back soon here, as their allowances were stopped, and that I had been discharged. This is all I wrote.

Did you write any more letters besides this?—No.

Did you lately send or desire any person to send a hoondie to any one in Bombay?—I did not send, nor desire any one to send.

When you were about coming to this place, who came to take leave of you on board the steamer?—No strange person came to leave me on the steamer, except my gomashta, Bulwuntram Hurreeram, Bappoo Sewukram, and my servant Baloo; these three persons came, and no one else.

Did any person, by name Ragoba, live near your house, and are you acquainted with him?—I am acquainted with Ragoba Dada, who lived near my house.

Did you send any hoondie to Bombay for payment to Ragoba?—I never sent any hoondie for payment to Ragoba.

Did you write any letter to Ragoba?—No.

You have stated above, you did not write any letter to Ragoba, but it appears that you did write to Bappoobhoy and Ragoba, desiring them to have the business satisfactorily done, and that the Setanee and Baba will not forget them; that inquiries had been instituted regarding the 10,000 rupees, but that you did not mention their names; that when they came to leave you on board the steamer, the conversation which then passed between them and you may be relied upon, &c.; how is this; state all clearly?—Ragoba never came to take leave of me on board the steamer. I know nothing about writing the letter, or anything else.

Is there any person in Bombay, by name Nathjee, and do you know him?—I heard that after Baba Nafra was imprisoned, Nathjee Mookatee and Munorebhoy were sent from Baroda.

Did you know in Bombay one Captain M'Donald?—No.

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* On oath.

Translation

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Translation of the Deposition* of *Echaram Wunarsee*, Inhabitant of Baroda, serving as Goomashta in the Firm of Hurry Bhugtee, made before the Resident on the 15th August 1850.

Question. Did you lately give a hoondie on Bombay, from your shop, to Joteshwur; and if so, when and on what day was it given?—*Answer.* Previous to his being confined, Baba Nafra desired me, on Jetvud 5th of this year (29 June 1850), to write a letter to our agent in Bombay, by name Vrijlal Doolub, to pay Bappoo Severkram 2,500 rupees, on the part of Joteshwur, and to take and forward his receipt here. Accordingly I wrote to Vrijlal Doolub the same day, who, after paying the amount to Bappo Severkram, sent his receipt here, which is here produced. This receipt is dated Jetvud 10th (4 July). The payment of this money to Joteshwur has been entered in the accounts.

When you sent a letter of advice to pay 2,500 rupees, did Joteshwur come to you or to Baba to speak about it?—This letter of advice was sent in consequence of Joteshwur having said something to Baba Sahib, but nothing was said to me.

On what day did you tell Joteshwur that he is discharged, and to recall his goomashta and others from Bombay; give the date?—On Assar Sood 3d (12 July), I told Joteshwur he is discharged from this date, and to recall his men from Bombay.

For what purpose did you send a letter of advice to pay Bappo Savukram the sum of 2,500 rupees?—Baba Sahib, or Joteshwur, must know for what purpose this letter of advice was sent; I do not know.

After Baba Sahib was confined, did you write to the Shet's agent in Bombay, not to pay the amount to Joteshwur and others?—Joteshwur was informed on Assar Sood 3d (12 July) of his discharge, and two or three days after this a letter was sent to Vurujlal Doolub desiring him not to pay a price to our gomashta without an order from here. A reply was received in the name of the Shet, dated Assur Sood 15th (24 July), stating that not a dokra would be paid from this date to any one, without an order is received from him.

Seeing that Government could take no steps to aid me in tracing this transaction, I sought other means to do so, and with this view called on the firm of Hurry Bhugtee to furnish me with a letter to their agents in Bombay (by whom Joteshwur has deposed to having been furnished with the bank-notes and cash referred to), directing them to display their books to the bearer of the letter. This the firm, being no longer under the evil sway of Baba Nafra, readily did, as I desired; and on the 19th August, I forwarded the letter to a gentleman in Bombay, authorised to communicate on the subject with the Chief Secretary, with a request that he would entrust it to a native gentleman in whose zeal, integrity, and discretion I have the greatest confidence; and enclosing to the latter an open note of instructions how to act. That gentleman's reply, dated 30th August, from which I quote below, gives the result of the scrutiny, which fully confirms Joteshwur's statement as to the fact of his having drawn notes and cash from the agents in Bombay to the amount of 19,000 or 20,000 rupees. But unfortunately the numbers of the notes not having been recorded in the agent's book, further trace has yet been unavailing; but I still hope that the inquiries on which my friend is engaged may yet throw further light on the subject. The fact, however, that bank-notes to the amount of 10,000 rupees were received, and cash besides, to the amount of 9,000 to 10,000 rupees, is strongly corroborative of Joteshwur's assertion, that he expended the money in the manner he asserts; supported as his testimony is by the disclosures of the anonymous petition, with the writer of which he could scarcely possibly be in collusion. Whether Government took any steps to investigate Mr. Craig's conduct, in consequence of my communication, dated 16th ultimo, I have not been informed.

Extract:—"He (my native friend) has seen the shroff's books, and taken a copy of the various items* entered as paid to Joteshwur. Only one of these was paid in notes, the amount was 10,000 rupees, and in eight notes of 1,000 each, and four notes of 500 each. But the numbers were not registered. All the other sums were paid in ready cash. The total amount paid appears to have been about 19,000 or 20,000 rupees. I have been to Mr. Stuart, of the Bombay Bank, to try and trace the notes, but have no hope of being able to do so, as we do not know the numbers."

The following depositions of gomashtas of Hurry Bhugtee's firm, taken on the 22d July last, afford direct proof as to the object of Joteshwur's mission, and to the fact that he was deputed at the investigation of Nursoo Punt.

Translation of the Deposition on Oath of *Bhugwan Bhowanee*, Inhabitant of Baroda, as Gomashta in the Firm of Hurry Bhugtee, made before the Resident on the 22d July 1850.

Question. It appears that when Baba Nafra directed Joteshwur Echaram to proceed to Bombay, you were present; state who else were there, and on what condition he was sent?—*Answer.* About Asser Mas of Sumvut 1904 (July 1848), at 8 or 9 o'clock at night, I and Lullo Bhugwan went to the house of my Shet's Gomashta, Baba Nafra; while we three were seated, Nursooba came there. Baba Nafra told him that the case of Joitabaee's son is going on, and that Joitabee's mother, Larbaee, is gone to Bombay, and preferring petitions; therefore what is to be done? Nursooba said, that as Larbaee is there, the case will be carried to great lengths, and will become one of importance; and advised him to send a clever man on his part to Bombay, where, if money be required to pay any one, the same should be paid; but some way or other to have the business settled. Baba replied, that among his goomastahs there is

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* On oath.

* Received since this was written, and now appended.
(signed) *J. O.*

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

no one clever, they being Bannians, and cannot be sent; but there is in Baroda "Gor" of Sarabhaee, and on Vrijlall mehta, by name Joteshwur, a Nagur Brahmin, who has been to Bombay and back again, and is clever, is doing business with the English, and to send him. After having deliberated on this matter, Joteshwur was sent for, who came, and after explaining to him the above case of Joitabaee to be settled, Baba Sahib and Nursooba sat aside. Joteshwur was then informed of all they had to say to him, after which we all sat together. Joteshwur was then desired to go home, at which time Baba and Nursoo Punt told him that he should meet Reid Sahib Buhadoor privately, who will settle the business for him; after hearing this, Joteshwur returned to his house. But what Baba Sahib and Nursooba said to Joteshwur, when they sat one side together, or what arrangements were made, I do not know; but when Nursooba and Baba Sahib told Joteshwur to see Reid Sahib, I concluded that arrangement was made to pay money to this gentleman; but of this he must know best. Two or three days after this, a hoondee for 2,000 rupees was obtained from the shop of Bechur Soorchund, and given to Joteshwur, drawn on a sowcar in Bombay, which Joteshwur took with him to Bombay.

When Joteshwur was sent to Bombay, was he entrusted with any other business besides that mentioned above?—At that time he was not entrusted with any other business, but after he had gone to Bombay letters used to pass between Joteshwur and Baba. If he was desired to take any other case in hand, Baba must know it. I do not, as Baba used to receive and answer the letters himself.

Who has got the letters received from Bombay?—They are not in the shop, but Baba Nafra has them.

When Joteshwur was sent to Bombay, the case of Joitabhaee's son was not going on there. It was going on in Baroda before the Guicowar, and it cannot be believed that Joteshwur was sent to Bombay on this business; therefore, state all that is true?—When Joteshwur went to Bombay the cases of Gungadhur Shastree, Bhasker Row Withul, &c., were going on; but I had heard he was sent for this purpose. As their conversation was private, how could I know? I therefore stated above, that Joteshwur was sent on account of Joitabhaee's case.

Did Nursoo Punt come again to Baba, after he had been there, when you were sitting?—He came two, three, or four times, in consequence of his relationship with Baba, and also to consult with him; but if he came to the shop, and Baba was not there, he would remain a little while, and then go away.

Did Lulloo Bhugwan hear as much as you, or something more or less?—I, being a gomashta of Hurry Bhugtee's, Baba would not say much to me, but owing to the friendship between Lulloo and Baba, the latter may have spoken more to the former, by which the former may know more than myself.

Translation of *Gomashta Lulloo*'s Deposition before the Resident, on 22 July 1851.

State what you know about Joteshwer Echaram having been sent to Bombay by Baba Nafra?—There being several cases of dispute pending connected with the firm of Hurree Bhuktee, viz., regarding the British Government guarantee, Gungadhur Shastree, Bhasker Row Withul, Govindrow, Guicowar, &c., I advised Baba Nafra to send a vakeel to Bombay on the part of the firm, but he would not agree. Afterwards, about the month of Asar (July) in 1904 (A.D. 1848), Bhugwan and I went to Baba's house at about nine o'clock at night; while there Nursoo Punt came in; alluding to the above-mentioned cases, Baba asked Nursoo Punt's advice as to how he should act regarding them, and also that of Joitabaee's child; he replied, that it would be well to send a clever Wukeel to Bombay. Baba approved of the proposition, but said that he did not know of any intelligent person whom he could appoint for the duty. Nursoo Punt recommended him to send Joteshwur Echaram, the "Goor" of Dufterdars Vrijlall, and Sarabhye, as being a good man of business, and acquainted with the character of English gentlemen. Joteshwur was then sent for by Baba, who aked him to go to Bombay; to this he agreed, provided a proper arrangement was made for his sustenance, stating at the same time that he knew nobody at the Presidency. Nursoo Punt said, that if he went, to call upon Mr. Reid, and made proper arrangements, informing that gentleman of all the circumstances of the case, his business would be managed. Joteshwur agreed to go, and asked Baba what arrangement he intended to make regarding his expenses. Baba replied, that he would give a hoondie for 2,000 rupees at once, and that on hearing from Bombay what arrangements had been made, he would send as much as he required. Joteshwur and I then went home; three days after, he received a hoondie for 2,000 rupees from Baba, and went to Bombay.

Was Nursoo Punt in the habit of visiting Baba Nafra?—They are relations; and Baba never acted without consulting Nursoo Punt. Whenever his advice was required, he used to visit Baba.

Bhugwan states that Baba and Nursoo Punt consulted by themselves; how is this?—Bhugwan was sitting apart, while we three, Baba, Nursoo Punt, and myself, conversed together on the subject.

Before me, on oath, this 22d day of July 1850.

(signed) *J. Outram*, Resident.

(True translations.)

(signed) M. Battye, Assistant Resident.

MEMORANDUM of the undermentioned Sums paid by Beerjlall Doolubdass Wanee Sowkar, at Bombay, to Joteswur Echaram, Vakeel of Baba Nafra, by order of Hurree Bhugtee, Sowkar, at Baroda, as follows; viz.

			Rs.	a.	p.	Rs.	a.	p.
		SUMVUT 1904, GUZERATTEE.						
Margashirsh Shood 5th	Monday	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	100	–	–			
Margashirsh Vud 13th	Tuesday	Ditto - - - ditto - - - ditto -	100	–	–			
Falgoon Shood 10th	Tuesday	Ditto - - - ditto - - - ditto -	100	–	–			
Jest Shood 1st	Friday	Paid ready cash to Joteswur Echaram -	50	–	–			
Jest Shood 10th	Sunday	Ditto - - ditto - - - - -	200	–	–			
Jest Vud 10th	Monday	Ditto - - ditto - - - - -	70	–	–			
Ashar Shood 2d	Sunday	Paid *Rs.* 50 and 50 bank-note to Joteswur Echaram.	100	–	–	720	–	–
		SUMVUT 1905, GUZERATTEE.						
Kartuk Shood 8th	Saturday	Paid ready cash to Joteswur Echaram -	75	–	–			
Margashirsh Vud 4th	Thursday	Paid ready cash to Bulwuntrow, cook for Joteswur.	50	–	–			
Margashirsh Vud 10th	Wednesday	Paid ready cash to Joteswur Echaram -	2,000	–	–			
Poush Shood 14th	Sunday	Ditto - - to Bulwuntrow, cook for ditto	50	–	–			
Poush Vud 7th	Monday	Ditto - - to Joteswur Echaram -	151	–	–			
Magh Shood 3d	Saturday	Ditto - - ditto - - - - -	50	–	–			
Falgoon Shood 3d	Sunday	Ditto - - ditto - - - - -	50	–	–			
Falgoon Shood 4th	Monday	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	61	–	–			
Falgoon Vud 7th	Friday	Ditto - - - ditto - - - ditto -	50	–	–			
Falgoon Vud 9th	Sunday	Paid ready cash to Joteswur Echaram -	215	–	–			
Chytru Shood 10th	Monday	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	50	–	–			
Vaishak Shood 7th	Sunday	Paid ready cash to Joteswur Echaram -	25	–	–			
Jest Shood 5th	Saturday	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	25	–	–			
Ashad Shood 5th	Monday	Ditto - - - ditto - - - ditto -	25	–	–			
Ashad Vud 9th	Saturday	Ditto - - - ditto - - - ditto -	50	–	–			
Shrawan Shood 7th	Thursday	Ditto - - - ditto - - - ditto -	25	–	–			
Bhadrapud Shood 5th	Thursday	Ditto - - - ditto - - - ditto -	25	–	–			
Bhadrapud Vud 11th	Wednesday	Ditto - - - ditto - - - ditto -	100	–	–			
Ashwin Shood 5th	Friday	Ditto - - - ditto - - - ditto -	25	–	–			
Ashwin Shood 9th	Wednesday	Ditto - - - ditto - - - ditto -	25	–	–*			
Ashwin Vud 14th	Monday	Paid ready cash to Joteswur Echaram -	200	–	–*	3,327	–	–
Poush Vud 10th	Thursday	Paid bank notes to Joteswur Echaram; viz. eight notes, 1,000 rupees each; and four notes, 500 rupees each	-	-	-	*10,000	–	–
		SUMVUT 1906, GOOZERATTEE.						
Kartuk Vud 10th	Friday	Paid ready cash to Joteswur Echaram -	275	–	–			
Poush Vud 10th	Tuesday	Paid ready cash to Bulwuntrow for Joteswur Echaram.	20	–	–			
Falgoon Shood 13th	Sunday	Ditto - - - ditto - - - ditto -	25	–	–			
Chytru Shood 5th	Monday	Ditto - - - ditto - - - ditto -	25	–	–			
Chytru Vud 9th	Friday	Ditto - - - ditto - - - ditto -	50	–	–			
Chytru Vud 12th	Tuesday	Ditto - - - ditto - - - ditto -	200	–	–			
Vaishak Vud 3d	Monday	Ditto - - - ditto - - - ditto -	1,400	–	–			
Vaishak Vud 8th	Saturday	Ditto - - - ditto - - - ditto -	50	–	–			
Vaishak Vud 12th	Wednesday	Ditto - - - ditto - - - ditto -	300	–	–			
Vaishak Shood 4th	Wednesday	Ditto - - - ditto - - - ditto -	100	–	–			
Vaishak Shood 4th	Friday	Ditto - - - ditto - - - ditto -	25	–	–			
Jest Vud 10th	Friday	Paid ready cash to Bapooram Shevukram and Bulwuntrow, cook for ditto.	2,500	–	–	4,970	–	–
					Rs.	19,017	–	–

N. B.—The items marked * correspond with the sums stated in Joteswur's deposition of the 21st July to have been given to Mr. Craig.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) M. Battye, Assistant Resident.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(B.)

No. 229 of 1850.—Political Department.

From Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to the Appendix (H.) to my letter, dated 7th instant, No. 207 B, detailing proceedings in an inquiry into the cause of the mission to Bombay of Joteshwer Echaram, a gomashta of the firm of Hurree Bhugtee, I have the honour to transmit, for the information of the Right honourable the Governor in Council, copy of the statement of Ragobah, a clerk in the Pay Office, made before Captain Barr, Paymaster-general of the army, on the 12th instant, which throws further light on the transactions referred to in that communication.

I at the same time beg to submit translation of my further examination of Joteshwer Echaram, in consequence of the revelation of Ragobah, from which it will be seen that he has failed to fulfil the condition on which alone he could hope for his papers being restored to him without examination.

Under these circumstances, I beg to be favoured with instructions as to whether I am to enter on the examination of the said papers.

I have, &c.,
(signed) *J. Outram*,
Resident.

Baroda Residency,
26 September 1850.

DEPOSITION taken on the 12th September 1850.

I HAD friendship with Mr. Craig; he wrote an anonymous letter through a friend, whose name I don't know, to Baba Nafra. Shortly after sending this letter, he wrote a note to me, telling me that "if any one comes to you from Baba Nafra, bring him to my house." I went and asked him what the meaning of his writing to me was; he said, "Ah! you will understand all when the man comes to you from Baba Nafra." Some time after this, Joteshwur came to me, and I took him to Mr. Craig's house, (this was about the month of June or July). Joteshwur brought a letter to Craig from Baba Nafra, in which Baba Nafra acknowledges the receipt of Craig's anonymous letter, and said that he had forwarded 2,000 rupees; he also referred in that letter to a former agent named Bana. Joteshwur and Craig then left me and went into an inner room, and having remained a short time, Joteshwur came out and we went away together. In about five or six days afterwards, I again accompanied Joteshwur to Mr. Craig's house, when I saw Joteshwur give Craig 2,000 rupees in notes. I asked Joteshwur what was the reason of his giving this sum to Craig; Craig said, in answer to my questions to Joteshwur, that Baba Nafra's wakeel, Bhana, had made a petition in a dispute between Hurry Bhugtee and the Gungathur Shastree's sons, regarding the Potedaree transaction, and that he (Craig) had it in his power to get the case settled in favour of Hurry Bhugtee, through the strong influence which he possessed. I asked him what his influence was, and with whom; he did not reply to this, but said that he required the 2,000 rupees to pay to this influential person. I then told both Craig and Joteshwur that I was a poor man, and that if I went on in this matter I should be ruined, and that I did not like to have anything to do with it. Joteshwur one day, about 15 or 20 days after the above meeting, brought a letter to me from Baba Nafra, asking me to assist Joteshwur and Craig in getting a settlement in favour of Hurry Bhugtee, and holding out offers of rewards to me for any service I might perform in this matter; at first I refused, but, at the persuasion of Craig and Joteshwur, I was induced to enter into the matter with them. Craig gave me a certain information in Hurry Bhugtee's matter, which I again told Joteshwur, and he then wrote it up to Baba Nafra, saying, the case could be settled in Hurry Bhugtee's favour. Many letters passed between Baba Nafra, his agent Joteshwur, and Craig; in one of these Baba Nafra wrote regarding a claim of the firm of Hurry Bhugtee and against Bhasker Row Wittul, and asking if Mr. Craig could do anything in that matter; he also referred in this letter to the dispute with Joitabaee, asking Craig's influence and assistance in all. There was a claim of Hurry Bhugtee's against Govind Row Guikwar, and in this some dispute arose. Baba Nafra wrote about this matter also, and said that the Resident had asked for the accounts of the firm of Hurry Bhugtee against Govind Row Guikwar, and had declared that a forgery had been committed in the bond, and that the accounts were false. Colonel Outram told Baba Nafra that he would take away the guarantee from his firm. Colonel Outram reported the business to Government; Baba Nafra upon this wrote through Joteshwur, to Craig to ask him to exert, his* influence he had in favour of Hurry Bhugtee's firm against the decision of Colonel Outram. A great deal of correspondence occurred about this matter, and Joteshwur often went to see Craig. From what I have heard from Joteshwur, I am convinced that Craig made him believe that it was necessary to bribe Mr. Reid; and on the representation of this to Baba Nafra, a sum of 10,000 rupees was given to Craig. I was not present when this sum was actually paid to Craig,

* *Sic orig.*

Craig, but Joteshwur showed it to me, and said, "I am going to pay this to Craig," and Joteshwur himself took the amount to him. Shortly after this, Craig wrote me a note, saying he was obliged to leave Bombay on three months' leave, but that when he returned he would not neglect Baba Nafra's business; he also said, he had made bundobust about all the business of the firm of Hurry Bhugtee; in this note he said he had received the ten, this I understood him to refer to 10,000 rupees, which he had received from Joteshwur; In saying that he had made bundobust in all the business, he meant in the case of the Shastree's sons Bhasker Row Wittul, that of Joteebaee, as well as the matter of the disputed accounts between the firm and Govindrow Guikwar. Joteshwur about this time left Bombay, and as Mr. Craig did not return at the expiration of the three months, Joteshwur wrote to me how this was, and said he thought he must have gone away with the money; this letter was written through Bulwuntrow, cook. I wrote and said, that Craig had not come back. Joteshwur, after this, used from time to time to send letters inquiring for Mr. Craig's return; and I used to answer through Bulwuntrow that he had not returned. Shortly after this, Joteshwur returned to Bombay, finding that Craig had not returned. Joteshwur went to his mother, but she denied all knowledge of what had taken place between him and her son. Joteshwur asked me to write to Craig, and I did so, and accused him of having deceived Joteshwur and Baba Nafra, by saying he had managed their affairs for them. I also referred to his having acknowledged to me his having received 10,000 rupees on this account, and told him that he was acting very badly, and that if he did not return to Bombay, Joteshwur might through some one report the whole transactions, and then that both he (Craig) and I would get into mischief. I also told him that I would go and speak to his brother-in-law, Mr. Smith. My object in this threat of speaking to Mr. Smith was, that an enmity had arisen between Craig and Smith, and the latter would, I thought, be glad to get such a hold over Craig as a knowledge of these matters would give him, and Craig would therefore be frightened, if he knew I had told Mr. Smith. To this letter to Craig I received an answer, through his mother, saying, that if I or Joteshwur were precipitate in the matter, it would only ruin Baba Nafra, and that he could not return to Bombay at present, in consequence of the disgrace he had got into: this referred to some disgraceful connexion between him and his own wife's sister. This letter to Craig, and his answer to me, must have been about August 1849, but to this I cannot speak positively. I did not again have any correspondence.

In July last Joteshwur having returned to Baroda, Bapoobhoy was appointed agent for the Shetanee Mahahunmee Baee to receive a sum of money from Mr. Compton's office, and to defend a cause pending in the Supreme Court connected with the house of Hurry Bhugtee; 2,500 rupees were sent through Bapoo Bhai to me. I expended this sum as follows: 1,000 rupees to Mr. Leggett, attorney; 750 rupees to Mr. Howard; 625 rupees to Mr. Cole; 125 rupees to Bapooboye, for current expenses. For my share in these transactions I received 50 rupees, as a present at my daughter's marriage, a new turban and doputta, and a promise of a further reward, if the decisions on any of the cases made reference; were favourable. When I heard Baba Nafra was arrested at Baroda, I destroyed all letters and other documents in my possession connected with this business. I should have stated that when Joteshwur went to Baroda, Craig asked him to bring a horse, but this Joteshwur was afraid of doing lest it might be discovered; he therefore gave him 200 rupees instead, to buy one.

(True copy.)

(signed) *J. Outram*, Resident.

TRANSLATION of a Deposition made on Oath before Lieutenant-Colonel *J. Outram*, C.B., Resident, by *Joteshwur Echaram*, by Caste, Nagur Brahmin; occupation, Gomashta of Hurree Bhugtee; aged about 37 Years; Inhabitant of Baroda.

Question. From the statement of Ragobah Chippee, now received from Bombay, it appears that you have concealed some facts in your former statement relating to your deputation to Bombay, as Hurree Bhugtee's vukeel; so state, in truth, whatever more you may know about it?—*Answer.* Besides what I have already stated regarding the payment of 12,000 rupees made to Mr. Creck, &c. &c., I do not recollect anything, except that I told Ragobah to inform Mr. Creck that I would pay and satisfy him with something more than the above sum, if my business is done; upon which Ragobah said, "Let the business be done first."

Did you write Ragobah and Bappoobhaee in Bombay to the effect that if they do the business, Baba and Settanee would reward them?—I did not.

Did you write Ragobah and Bapoobhaee, "that inquiry was going on in Baroda regarding 10,000 rupees, but fear nothing, for you have not mentioned Dada Sahib's name"?—I did not write any letter of the kind.

Whom do you call Dada Sahib?—Ragoba.

Did Baba Nafra give you any letter for Mr. Creck?—No letter was sent by Baba through me.

In the letter Baba Nafra sent you at Bombay from Baroda, for Ragobah, what more was written than that he and Mr. Creck should assist you in Hurree Bhugtee's case, for which they

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they would get something?—Baba never sent through me any such letter for Ragobah or Mr. Creck; in fact, such is not the custom.

Is it true that five or six days after you being introduced to Mr. Creck by Ragobah, you went to the former with the latter, and gave him 2,000 rupees?—Yes.

Formerly you stated that you were introduced to Mr. Creck by Shesa Appa, and now you say by Ragoba; state which is true?—When I went to Bombay first, I met Shesa Appa, who introduced me to Ragoba, and the latter afterwards introduced me to Mr. Creck, but he (Ragobah), being a Government servant, I concealed his name, and mentioned Shesa Appa's.

Fifteen or 20 days after the payment of 2,000 rupees, Mr. Creck desired Ragobah to send Baba Nafra certain information regarding Hurree Bhugtee's case, which Ragobah bade you to do; state what it was, and how it was written?—I do not recollect it now.

Did you write the letter as Mr. Creck told you?—Yes; the letter was written, to which a reply was received from Baba.

How is it that you recollect the letter which was written two years ago, and not its contents?—Owing to indisposition.

Did you ever write any letter to Ragobah and Bappoobhaee since your return to Baroda? —No, such is not the custom.

Did you go to the mother of Mr. Creck to ask her about anything, and if you did, what conversations were held?—Yes, I did go, and asked her when Mr. Creck would come; and also said that my business is not done, though money has been given; but what his mother said, I do not recollect.

You were informed that the papers found concealed in a basket at your house were sealed, and would be returned to you on your telling the whole truth; but from your answers to the questions put to you on the receipt of Ragobah's statement from Bombay, it appears that you have concealed the fact of Ragobah's being concerned in these transactions; of the purport of the letter Mr. Creck caused to be written to Baba; of the letter written by Baba Nafra to Ragoba and Bappoobhaee; of the letter written by Baba to Mr. Creck, of your having been introduced to Mr. Creck by Ragobah; of your writing that Dada Sahib's name was not made known in the investigation regarding the 10,000 rupees at the Residency; of the letter you wrote to Ragobah and Bappoo Bhaee, to the effect, that "if they do the business, Settanee and Baba would make them khooshee" (pleased); thus you have concealed many facts, and not stated the whole truth; so the sanction of Government will be solicited to examine the papers found in the above-mentioned basket?—I have stated all what I knew, and if Sirkar wishes to make the inquiries, how could I say no.

(True translation.)

(signed) *M. Battye*,
Assistant Resident.

(C.)

No. 244 of 1850.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. In continuation of my letter, dated 26th ultimo, I have the honour to transmit, in original, a letter addressed by Ragoba, clerk in the Pay-office, to Captain Barr, dated 2d instant, which implicates Mr. Cole, a clerk in the Accountant-general's office, in the transactions therein referred to, to the extent of receiving certain rings from Baba Nafra's son, which Captain Barr informs me were diamond, valued at 500 rupees.

2. In Ragoba's deposition, forwarded on the 26th ultimo, 625 rupees in cash are stated to have been paid to Mr. Cole; and it will be recollected that in the anonymous petition which I submitted, with my letter under date the 16th August last, this person (Mr. Cole) was represented as having been busy in Baba Nafra's intrigues.

3. These circumstances may perhaps induce Government to cause an inquiry to be instituted into the conduct of Mr. Cole, as connected with Baroda affairs, which can have no connexion with his duties as clerk in the Accountant-general's office.

I have, &c.

(signed) *J. Outram*, Resident.

Baroda Residency, 11 October 1850.

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To Captain *H. J. Barr*, Military Paymaster.

Honoured Sir,

Hoping to be pardoned for the liberty I take in addressing these few lines on your honour's valuable time, as Byramjee came to me yesterday evening, and told me all the circumstance, what Baba Nafra related to Colonel Outram, and who wrote to your honour in full particular. I am extremely sorry to state, that what I had known and done, all that I represented to your honour in particular, and beside that, Byramjee might have already brought to your honour's notice, when his Highness the Gaekwar visited Bombay, Nafra's son had come, to whom, at his request, I introduced to Mr. Cole on account of late Mr. Williams's business; when he presented him with two rings and a shawl, and also he gave me a pair of shawls and a turban; except this, I have nothing to add, than what I have given in my statement. Nafra sent his confidential agents, who resided here; might have procured informations, wrote letters as they think fit, and obtained money from him to hoard up themselves. I was at a loss to understand their intrigue and craftiness. The firm of Hurree Bhugtee may make new claim upon Baba Nafra, so he lays all that has happened on my head, and says that he paid me a large amount; but it must be justified by his conduct and integrity, as I have no alternative; I am a poor forlorn, unfortunately involved in his business, for which I sincerely repent with cruel reflection. I have, upon oath of my God, fairly confessed to Byramjee what I had known, and concealed nothing. I now submissively beg to entreat, that your honour would be so gracious as to take mercy upon my family, which is consisting of six children, a wife (pregnant eight months), mother, aunt, and myself, to subsist on; and pardon my fault, and relieve me from this fatal calamity (which confined me in bed with fever and cold), as I have no one in the world to look for support, except your honour, as I have honestly and faithfully served 13 years in this office; but my ill luck fated me thus. I sincerely hope that my family may obtain the necessary redress, for which benediction I shall feel a deep sense of gratitude for ever.

I lent my own money to Captain M'Donald, and that if Nafra or his agents might assert that they lent it through me, I shall suffer the loss as a penance.

I remain, &c.
(signed) *Ragoba Moroba*,

Bombay, 2 October 1850.

(D.)

No. of 1850.

From Lieutenant-Colonel *J. Outram*, c. b., Resident Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to my letter, dated 11th instant, No. 244, transmitting information received from Captain Barr, implicating Mr. Cole, a clerk in the Accountant-general's office, in certain dealings with Baba Nafra, the subject of previous correspondence; I have the honour to recommend, at the suggestion of Captain Barr, that that officer be empowered to hold out the offer of pardon to Mr. Cole, provided the information he gives is of such a nature as to lead to the conviction of the principals in those nefarious transactions; a consummation which I trust Government will be enabled to effect, through the able assistance of Captain Barr, by the measure which I now propose.

I have, &c.
(signed) *J. Outram*, Resident.

Baroda Residency, 21 October 1850.

(E.)

Letter from Lieutenant-Colonel *Outram*, c. b., to Mr. Chief Secretary *Malet*; dated the 10 April 1851, with the accompanying "Statement of Facts" relating to Nursoo Punt, late Native Agent of the Baroda Residency.

Memorandum.

Copy of the above letter forms enclosure No. 1, to collection No. 3, accompanying the present despatch to the Honourable the Court of Directors.

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(F.)

TRANSLATION of the Deposition of *Joteshwur Echaram*; religion, Hindoo; caste, Naggur Brahmin; profession, Goomasta in the Firm of Hurree Bhugtee; aged about 37; Inhabitant of Baroda, made on oath before Colonel Outram, the Resident at Baroda, on the 21st July 1850.

Question. As you were sent to Bombay on Shet Hurry Bhugtee's account, state what occurred there?—*Answer.* About Sumbut 1904 (A.D. 1848), Baba Nafra, the moonim goomashta of my Shet, called me one night about eight o'clock to his house, and told me to go to Bombay, as a case of our Shet is going on there, and that he had taken the advice of Dufturdar Nursoopunt Dada in the matter, who said, "Send a person of yours to Bombay, and if he goes to Mr. Reid, the business would be instantly done." At the time of saying this, Nursoopunt Dada, Lulloo Bhugwan, our Shet's goomashta, and Bhugwun Bhowanee were seated at the time; I then returned that day home. In the same year, about Ashar or Shrawun (July or August), I went from hence to Bombay, and remained in the house of Thukur Joothee Shukajee, near Sowarchany, for which I agreed to pay rent at 5 rupees per month; but after I went to Bombay, nothing was done about the business as they told me. Then I, on inquiring about the business, met a person, by name Seeta Appa, a Decanee, residing near Karakewa, who asked me why I came there; I told him that I came regarding a case of my Shet Hurry Bhugtee, but my business was not being done; when he said, "There is a gentleman, by name Creek Saheb,[*] residing at Mazagon; you should go to him, and he will do your business." On this, I went to Mr. Creek, and mentioned all the particulars of the case to him, when he asked what I would give; I replied that I would pay at present 2,000 rupees, and after the business was done, I would do as he bid me. I then gave 2,000 rupees in about three or four notes, but it did not appear that my business was coming on. I then went again to Mr. Creek, and said that my case was not coming on, though I had paid him 2,000 rupees, when he said that Mr. Reid's intentions were hostile to me, and he is going to England, so I should bring 10,000 rupees to give to him. I asked him to take me to Mr. Reid, and I would give it into his hands; he said that I was an inhabitant of Baroda, and had come to complain, so he would not take it from the hands of a native; so from the necessity of my case, and as Mr. Reid was going to Europe, I gave to Mr. Creek about five or six notes, amounting to 10,000 rupees, to be given to Mr. Reid; again Mr. Creek told me he wanted to buy a horse, and asked me to give him 200 rupees, when I gave him a note for 200 rupees.

You say Mr. Creed, in the name of Mr. Reid, received from you notes, as above stated; did you go to Mr. Reid to ascertain if he received them?—No, I did not go to Mr. Reid to ask him if he received them or not.

You have stated that you paid the amount to Mr. Creed; on what business was this gentleman employed?—I do not know.

Who was with you at the time you paid the money to Mr. Creed?—I went alone; there was no one with me.

On account of what business did you give the money to Mr. Creed?—At that time, the case of Joitabhaee Setanee's son, Gungadhur Shastrees, and four or five others were going on, and it was given to obtain favour in those cases.

After the money was paid, was your business done?—The business has not yet been settled, and is now going on.

Did you go to any gentleman to give presents?—I heard that Bhanabhoy had taken with him some fine clothes, saying it was to be presented to the ladies, so I thought I would say the same, and take some; so when I was leaving the shop, I told the Shet, that I should want some to give somebody; so then I took from the shop two fine dooputta and one pugree, but I never gave them to any one; I have got them by me. Baba gave me a pugree and shilla for my own use.

Did you ever go to the bungalow of Mr. Reid?—I went once to Mr. Reid's house, and he inquired after the Shet's health, which I told him.

You state you once met Mr. Reid; was it before or after you gave the notes for money to Mr. Creed?—I visited Mr. Reid first, and after that, I gave the notes to Mr. Creed, but no conversation passed between Mr. Reid and myself about paying the money.

On what business was Mr. Reid employed?—He was in council, in Bombay.[†]

[†] Dated 21 July, Baroda.

You have stated above, that you paid money to Mr. Creed for the purpose of giving it to Mr. Reid; what confidence had you in Mr. Creed, that you should give so much money from the shop to him?—Mr. Creed told me that my business would be done, and that God was between us; so I put my faith on his words, and gave him the notes. This gentleman did not at first tell me his name, but I inquired from his servants, and ascertained for certain that it was Mr. Creed, and he gave me great assurances, and took his oath on the bargain, and I also took an oath. After my return to Baroda, I heard that our case, which was going on regarding the Bhandree,[‡] was done.

Was

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[*] It cannot be ascertained from the deponent's indistinct pronunciation of the name, whether it is Creed, Creek, or perhaps a corruption for Clerk.

[‡] Meaning that of Govindrow Guicowar, in which I had recommended the withdrawal of the Sowcar's Bhandree.

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Was Bhanabhoy with you?—Bhanabhoy was sent to Bombay one year before me; as he had not their confidence, I was sent in his stead, and after that, Bhanabhoy was recalled from Bombay. After my return to Baroda, Baba Nafra told me that I had expended 10,000 rupees, but our business was not done, when I told him that one case about the Bhandree was done.

Why was no trust placed in Bhana?—He used to talk very big, so no reliance was placed in him.

Did you and Bhanabhoy meet together in Bombay?—No; we did not meet in Bombay.

From whence did you bring the notes which you say above, you gave to Mr. Creed?—I got these notes from Paruk Vuruzlall Doolib's shop, near the Cloth Market, by letters of credit sent from here. An account of this may be written in Vuruzlal's chopra. I kept a chopra of accounts, but they were of another account; I did not keep any about the money paid to Mr. Creed, as the matter was to be told to Baba by word of mouth.

You have stated above, that when Baba called upon you to proceed to Bombay, Nursoopunt and others were setting at the time; in what month was this?—It was in the month of Ashar or Shravun.

Dated 21 July 1850. (signed) *Joteshwur Itcharam.*

Before me on oath, this 21st day of July 1850.
(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(G.)

To Lieutenant-Colonel *Outram*, C.B., Resident, Baroda.

Sir,

I HAVE the honour to send herewith a man, named Joteshwur Itcharam (who appeared before me this morning as a witness), together with an extract from my proceedings of this day's date, being notes of his evidence before me, and also his deposition taken on the 1st July 1850, before yourself, from which you will perceive that he has committed perjury; and as the points upon which he has perjured himself appear to me material, he would, if the Commissioner was sitting within the jurisdiction of the Honourable Company, be liable under sect. 17, Act. XXXVII. of 1850, to the penalties of perjury.

I therefore request you will forward the witness and relevant papers to the proper authority in this state, with a view, should their rules extend to such cases, to the man being punished for the perjury, if proved against him.

I have, &c.

Baroda, 13 August 1851. (signed) *W. E. Frere.*

(H.)

J. L. Johnson, Esq., Commissioner and Clerk of the Court of Requests, Bombay.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Rajoba Moraba, at present or lately clerk in the Military Paymaster's Office, in Bombay, and to Brijlall Doolubdas and Juwurchund Atruaram, or the Mooneme Gomashtas of those firms, and to request you will take their answers on oath, and return them to me at your earliest convenience.

I have, &c.

Baroda, 14 August 1851. (signed) *W. E. Frere.*

(I.)

QUESTIONS to *Ragobah*, Clerk in the Military Pay Office at Bombay.

1. Do you know Joteshwur Echeram?
2. Who introduced him to you?
3. What reason did Joteshwur assign to you for coming to Bombay in July 1848?
4. Did he tell you that he had come to forward the interests of the bank through any gentleman in Bombay; if so, what gentleman?
5. Do you know who introduced Joteshwur to Mr. Craig?

6. Did

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6. Did Mr. Craig show you letters from Baba Nafra?
7. State the substance of these letters.
8. Are you aware if any sums of money passed between Joteshwur and Mr. Craig; and if so, how much, and under what circumstances?
9. Did Mr. Craig give you any information relative to the affairs of Hurree Bhucktee, then pending before Government, to communicate to Joteshwur; if so, state what that information was?
10. Did you, in consequence of this information, write to Baba Nafra; if so, what was the purport of your letter?
11. In the correspondence that passed between Baba Nafra and his friends in Bombay, as seen by you, was allusion made to any cases pending at Baroda; if so, what cases, and what allusions?
12. Was any reference made to the withdrawal of the guarantee (bhandree) of Hurree Bhucktee, and do you recollect whether any European's name was referred to as a person to be applied to in Bombay on that subject?
13. Do you know where Mr. Craig now is?
14. Do you know what power Mr. Craig possessed to befriend Baba Nafra, or whose influence he was to obtain?
15. Did Joteshwur ever mention to you that Colonel Outram had written to Government against Nursoo Punt, and did he mention what the result was to be, and through whose influence?
16. Did Baba Nafra ever tell you so in any of his letters?
17. At the time of the Guicowar's visit to Bombay, did Baba Nafra, or his son, ever mention to you that they had interviews with any European gentleman in his garden; and if so, with whom was the interview, and what was the purport?
18. When did Mr. Craig leave Bombay?
19. How long did Joteshwur remain in Bombay?
20. Did Joteshwur return again to Bombay?
21. Did you accompany Joteshwur to the house of Mr. Craig's mother?
22. State what occurred at your visit?
23. Did his mother ever write to you on the subject?
24. Have you had any communication, direct or indirect, oral or by letter, from or on behalf of Nursoo Punt up to the present moment; if so, state how often, and to what effect?

(signed) *J. Outram*, Resident.

Baroda, 14 August 1851.

Questions on behalf of the Accused.

1. Did you ever meet me, and have you any acquaintance with me; if so, state when and where, in detail?
2. If Baba Nafra wrote any letter to you about me, show the letter, whatever it may contain on the subject?
3. If you have had any correspondence with me, or with any one on my behalf, on any subject, produce the letter?

Questions by the Commissioner.

1. How long have you known Joteshwur.
2. Have you ever conducted any other business of this kind for him before; and if so, when and what?
3. How long have you known Mr. Craig?
4. What appointment had he, and what pay did he draw?
5. Who is his mother?
6. Did Mr. Craig live alone, or with his own or any other family; and if so, their names?
7. Was he connected by marriage or otherwise with any clerks or assistants in Government employ, more especially in the Secret and Political Departments of the Secretary's Office.
8. Had you any intercourse with Mr. Craig on the subject before Joteshwur came to Bombay?
9. How came Mr. Craig to fix upon you to aid him in this business?
10. Had he ever employed you in this way before; and if so, when and in what cases?
11. Has Captain Barr been made aware of your having been employed in this business?
12. Have you suffered any punishment for it; if so, what?

(signed) *W. E. Frere*,
Special Commissioner.

Baroda, 14 August 1851.

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ANSWERS to Questions put to *Ragoba Moroba*, Clerk in the Military Pay Office, Bombay.

1. I know him.

2. He came himself to my house.

3. He was sent by Baba Nafra.

4. He told me that he had a letter from Baba Nafra to a certain gentleman, whose name I knew; upon that I asked him what is the business; he said, "When I read the letter before the gentleman to whom you are to carry me, you will know the contents;" upon this I took him to Mr. Craig, whose note I had received a few days before.

5. I did.

6. No, he did not show me any letter from Baba Nafra; but the letter in Guzerattee, brought by Joteshwur, was read by Joteshwur in the presence of Mr. Craig and me.

7. In that letter Baba Nafra acknowledged the receipt of an anonymous letter, and referred to his former agent, Bhana, and stated that he sent by Joteshwur 2,000 rupees, as stated in the anonymous letter; after the letter from Baba Nafra had been read, Mr. Craig took Joteshwur into an inner room; they consulted for a short time, and I and Joteshwur then left Mr. Craig.

8. *Rs.* 2,000 was paid by Joteshwur, in my presence, to Mr. Craig five or six days after the meeting I have mentioned. I asked Joteshwur why he paid the money to Mr. Craig; he did not answer me, but Mr. Craig told me that he wanted to pay it to a certain influential person. I asked the name of the person; Mr. Craig did not tell me the name; upon this I told Mr. Craig I could not interfere in the business; I am a poor man; and we left him. Whether at the same meeting or not, I do not now recollect, but Mr. Craig told me that Bhana, the former agent of Baba Nafra, had presented a petition to the Government, regarding the Potdaree transactions between the firm of Hurry Bhugtee and Gungadhur Shastree's sons, and he wanted to pay to the influential person to get his interest.

9. He did give me information regarding Hurry Bhugtee's affairs in Joteshwer's presence, but I cannot recollect now what the information was.

10. I did not write to Baba Nafra; Joteshwer wrote himself, but I do not know the purport of his letter.

11. In certain letters from Baba Nafra to Joteshwer he mentioned the cases of Bhashkerrow Wittol, Joiteebayee Setanee, and Govindrow Guikawar, and ask whether Mr. Craig would take them in hand and insure for them success. Joteshwer asked me to accompany him to Mr. Craig, which I refused. Fifteen or 16 days after the second meeting, Joteshwer brought a Goozerathee letter to me, and stated that it was from Baba Nafra, saying that I should not refuse to assist him (Joteshwer) and Mr. Craig; then, at the persuasion of Joteshwer and Mr. Craig, I was induced to interfere in the business.

> *Note,*—The second meeting here alluded to by the witness was the one which took place when the 2,000 rupees was paid to Mr. Craig, as stated in answer 8.

12. In a certain letter received by Joteshwer (does not recollect the date), from Baba Nafra, it was mentioned that Colonel Outram had applied to Government to cancel the guarantee of Hurry Bhugtee, and that the person who had received the 2,000 rupees should get the assistance of that influential person, but the influential person's name was not mentioned in the letter.

13. I do not know where he is at present.

14. I do not know what power Mr. Craig possessed, but I heard from Joteshwer, that Mr. Craig made him believe that Mr. Reid was the person whose influence was to be obtained.

15. I do not recollect whether Joteshwer or Mr. Craig mentioned to me that Colonel Outram had written to Government against Nursoo Punt, but one of them did so, and stated that it would be in favour of Nursoo, I think, by Mr. Reid's influence.

16. No, he did not; Baba Nafra never wrote to me direct.

17. Baba Nafra's son requested me to take him to a gentleman, and I took him to Mr. Cole, of the Military Accountant's office, and we consulted about the money of the late Mr. Williams's estate in Mr. Compton's hands, and Joetabay's case. Neither Baba Nafra or his son ever told me that they had interviews with any European gentleman in his garden.

18. In 1849; early in that year, I think.

19. I think about 10 months.

20. He came to Bombay several times.

21. Yes, I did.

22. The

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22. The reason of our going was to mention to her, that her son had gone away with 10,000 rupees, and had deceived Baba Nafra and Joteshwer; she said, she did not know anything of her son's transactions with Joteshwer. We asked her to forward a letter to her son, which she promised to do. At the request of Joteshwer I wrote a letter to Mr. Craig, and sent it to her the following day.

23. No, she did not.

24. No.

(signed) *Ragoba Moroba.*

ANSWERS of *Ragoba Moroba* to Questions put on behalf of the Accused (Nursoo Luximon.)

1. No.

2. Baba Nafra never wrote any letter to me.

3. I never had any correspondence with Nursoo Luximon, or any one on his behalf.

(signed) *Ragoba Moroba.*

ANSWERS of *Ragoba Moroba* to Questions put by the Commissioner.

1. About four years.

2. I have not.

3. Since the year 1846.

4. He was in the secretary's office, in the Political Department. I don't know what pay he received.

5. She appears to be an European, and a widow.

6. With his own family; a wife and one son, and his wife's sister (unmarried). I do not know their names.

7. I heard from Mr. Craig that Mr. Smith, who was employed in the Political and Secret Departments, was married to his wife's sister.

8. I think so.

9. I do not know his reason.

10. No.

11. Yes, I gave my deposition to him.

12. No.

(signed) *Ragoba Moroba.*

Taken upon solemn affirmation, before the Court of Requests, Bombay, this 29th day of August 1851.

(signed) *J. L. Johnson,* Commissioner and Clerk.

(J.)

QUESTIONS to be put to *Brijlall Doolubdass,* Banian, Sowcar of Bombay, or the Moonum Goomashta of the Firm.

1. Did your firm, from the month Magshir Sumvut 1904, to the end of Jeyet 1906, pay any sums of money Joteshwer Juharam, vukeel of Baba Nafra, of Baroda?

2. Have you entries of these payments in your books; produce them and give extracts from them, from both the journal and ledger?

3. Have you any means of ascertaining what were the numbers on the notes which you gave him; and if so, mention the numbers?

Baroda, 14 August 1851. (signed) *W. E. Frere.*

ANSWERS to Questions put to *Vizbhoocundass Narrondass*, Moonim Gomashta of the Firm of Brijlall Doolubdass, in Bombay.

1. Yes; money was paid to Joteshwer Itcharam and Bulwuntrow on account of Hurree Bhugtee, as appears from the books. I do not know anything about Baba Nafra.

2. The entries are in the books now produced.

Note.—Extracts are annexed hereto, as given by witness.—*J. L. J.*

3. No; the numbers are not entered in the books.

Taken, upon solem affirmation, in Guzeratee language, this 1st day of September 1851, before the Court of Requests, Bombay.

(signed) *Bomanjee Hormusjee*,
Commissioner.

TRANSLATION of Extracts from the Books of Pureekh Vurujlal Doolubdass, of Bombay.

EXTRACT from the (Rokud Mel) Book of Cash Receipts and Issues and (Nad Mel) Journal, as follows:

In the year Sumvut 1904 (A. D. 1847–48), paid on the part of Hurreebhaee Bhugteedass:

Rs.	
100	On Maghsur Soodh 10th, Friday (17th December 1847), paid to Bulwuntrow.
100	On Maghsur Vudh 10th, Tuesday (1st January 1848), paid to Bulwuntrow.
40	On Maha Vudh 6th, Friday (25th February), paid to Bulwuntrow.
100	On Falgoon Sood 10th, Tuesday (14th March), paid to Bulwuntrow.
50	On Veishakh Soodh 7th, Tuesday (9th May), paid to Joteshur.
60	On Veishak Vudh *5th, Tuesday (23d May), paid to Bulwuntrow.*
50	On Shrawun Soodh *2d, Tuesday (1st August), paid to Joteshur.*
100	On Shrawun Soodh *6th, Sunday (5th August), paid to Joteshur.*
50	On Shrawun Soodh 9th, Thursday (8th August), paid to Joteshur.
50	On Asso Soodh 6th, Tuesday (6th July), paid to Joteshur.
Rs. 700	

Detail of Sums paid in the year Sumvut 1905 (A. D. 1848–49).

95	On Karteg Soodh 8th, Saturday (4th November 1848) paid to Joteshur.
50	On Maghsur Vud 4th, Sunday (14th December 1848), paid to Joteshur.
200	On Maghsur Vud 10th, Wednesday (20th December 1848), paid to Joteshur.
50	On Poush Soodh 14th, Sunday (7th January 1849), paid to Joteshur.
151	On Poush Vudh 7th, Monday (15th January 1849), paid to Joteshur.
50	On Maha Soodh 3d, Saturday (27th January 1849), paid to Bulwuntrow.
50	On Falgoon Soodh 3d, Sunday (25th February), paid to Bulwuntrow.
61	On Falgoon Soodh 4th, Monday (26th February), paid to Bulwuntrow.
50	On Falgoon Vudh 7th, Friday (16th March), paid to Bulwuntrow.
215	On Falgoon Vudh 9th, Sunday (18th March), paid to Joteshur.
50	On Chinter Soodh 9th, Sunday (1st April), paid to Bulwuntrow.
25	On Veishakh Soodh 7th, Sunday (29th April), paid to Bulwuntrow.
25	On Jeith Soodh 5th, Saturday (26th May), paid to Bulwuntrow.
25	On Assad Soodh 5th, Tuesday (25th June), paid to Bulwuntrow.
50	On Assad Vudh 9th, Saturday (14th July), paid to Bulwuntrow.
25	On Shrawun Soodh 7th, Thursday (26th July), paid to Bulwuntrow.
25	On Bhadrawa Soodh 5th, Thursday (23d August), paid to Bulwuntrow.
125	On Bhadrawa Vudh 11th, Wednesday (12th September), paid to Bulwuntrow.
25	On Asso Sood 9th, Wednesday (25th September), paid to Joteshur.
200	On Asso Vudh 14th, Monday (15th October), paid to Joteshur.
10,000	On Poush Vudh 10th, Thursday, five hoondies on Bombay, were received from Joteshur, the amount of which was carried to the account of Narain row Runchordass, and the rupees paid over to Joteshur Echabhay, and debited to the account of the former.
Rs. 13,327	

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Detail of Sums paid in the year Sumvut 1906 (A.D. 1849–50.)

275	On Karteg Vudh 10th, Friday, paid to Joteshur and Bulwuntrow.
20	On Poush Vudh 10th, Tuesday (8th January), paid to Bulwuntrow.
25	On Maha Soodh 13th, Saturday (26th January), paid to Bulwuntrow.
30	On Maha Vudh 6th, Monday (2d February), paid to Bulwuntrow.
25	On Falgoon Soodh 3d, Friday (13th February), paid to Bulwuntrow.
25	On Falgoon Soodh 13th, Sunday (24th February), paid to Bulwuntrow.
25	On Chinter Soodh 5th, Monday (18th March), paid to Bulwuntrow.
50	On Chinter Vudh 9th, Friday (6th April), paid to Bulwuntrow.
200	On Chinter Vudh 12th, Tuesday (9th April), paid to Bulwuntrow.
1,400	On 1st Veishakh Vudh 3d, Monday (29th April), paid to Joteshur.
50	On 1st Veishakh Vudh 8th, Saturday (4th May) paid to Bulwuntrow.
300	On 1st Veishakh Vudh 11th, Wednesday (8th May), paid to Bulwuntrow.
100	On 2d Veishakh Soodh 4th, Tuesday (16th April), paid to Joteshur.
25	On 2d Veishakh Soodh 6th, Friday (18th April), paid to Bulwuntrow.
Rs. 2,050	

(True copy.)

(signed) *Veerujbhookundass Naraindass.*

In presence of J. L. Johnstone, Commissioner and Clerk, Court of Requests, Bombay, 1st September 1851.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(K.)

QUESTIONS to be put to *Jevurchund Atmaram*, or the Monum Goomashta of the Firm.

1. DID your firm from the month of Magshir Sumbut 1904, to the end of Jeyst 1906, pay any sums of money to Joteshwur Itcharam, vukeel of Baba Nafra, of Baroda?

2. Have you entries of these payments in your books? Produce them, and give extracts from them from both the journal and ledger.

3. Have you any means of ascertaining what were the numbers on the notes which you gave him; and if so, mention the numbers?

Baroda, 14 August 1851. (signed) *W. E. Frere.*

ANSWERS to Questions put to *Tapeedass Moolchund*, Moonim Gomashta, of the Firm of Javerchund Atmaram in Bombay.

1. I BELIEVE some payments were made to Joiteshwer in 1906, but do not recollect the amount.

2. There are entries in the books [Note, The books for 1904, 1905, and 1906 are produced, and an extract in Goozerattee as given in by witness, is annexed hereto].

3. No, I have not.

(signed) *J. L. J.*

Taken upon solemn affirmation in Goozeratte language, this 1st day of September 1851, before the Court of Requests of Bombay.

(signed) *Bomanjee Hormasjee,*
Commissioner.

TRANSLATION of Extract fromhe "Roz Mel," Daily Cash Account-book of the Firm of Juvrhund Atmaram, of Bombay.

Two thousand rupees debited to the account of Hurry Bhaee Bhugteedass, of the good town of Baroda, on Friday the 14th Veishakh Vudh (A.D. 10th May 1850); you wrote a letter to me, dated Sunday, Veishakh Vudh 7th (3d May), directing me to pay to Joteeram Echaram,

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Echaram, at sight, the sum of 2,000 rupees; agreeably to that the amount has been paid to the person therein mentioned, and his receipt taken for the same, and now forwarded to you. The money was paid to him in person in bank notes, 2,000 rupees.

(True copy.)
(signed) *Tapeedass Moolchund.*

In presence of S. L. Johnstone, Commissioner and Clerk, 1st September 1851.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(L.)

Translation of *Nursoo Punt*'s Defence on the Sixth Charge, addressed to William Edward Frere, Esq., Commissioner, on the 15th September 1851.

The purport of the sixth charge preferred against me by Colonel Outram, C.B., Resident, Baroda, is, that on or about July 1848, I instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council, to substantiate which the following documents and witnesses have been produced.

Documents.

1. Report to Government, dated 7th September 1850, No. 207, marked (B.), and its enclosure, marked (H.), and the English translation, marked (A.)

1. Report to Government, dated 26th of the same month, No. 229, marked (B.)

1. Report to Government, dated 11th October 1850, No. 244, marked (C.)

1. Report to Government, dated 11th October 1850, No. , marked (D.)

1. Report to Government, dated 10th April 1851, No. , and accompanying it a pape prepared by the Colonel, containing illustrations of my character, and marked (E.)

1. Deposition in Goozeratte, of Joteshwur Echaram, taken at the Residency on the 21st July 1850, marked (F.)

1. The letter of the Commissioner to the Resident, directing steps to be taken to punish Joteshwur Echaram for perjury, marked (G.)

1. The Commissioner's letter to Mr. Johnstone at Bombay, requesting him to take and forward answers to certain questions, and marked (H.)

1. The answers to certain questions given by Ragooba Saimpee, Paruckh Vurijlal Doolub, and Juwer Chund Atmaram, all of Bombay, marked (I.) (J.) (K.)

Evidences.

1. Joteshwur Echaram, the late wakeel of the firm of Hurree Bhugtee at Bombay.
1. Bugwan Buwanee, gumashta of Parukh Hurree Bhugtee.
1. Lulloo Bugwan, gumashta of ditto.

The above documents and witnesses have been produced in reply, on which I beg to submit the following detailed remarks:

Para. 1. I first became aware of the particulars of the present accusation when the list of charges was sent in to me, prior to which I had not the slighest conception of it; since then, however, my mind has been filled with astonishment at the extraordinary nature of the calumny brought against me, because, during the time I was in Baroda I was never in the habit of going to Baba Nafra's, or he of coming to me; and we never used to consult together, or hold intercourse in any manner; and as for Joteshwur, I never so much as heard his name before, therefore how could I be acquainted with him. In the same manner I had no personal acquaintance with the other evidence, Lulloo Bugwan, although I had heard accounts of his character; on this account I could not possibly conceive what their evidence could be wanted for. At length, on the 13th August 1851, at the time of recording the proceedings in this case, and when the documents in it were produced, I became aware of the circumstance, that one day in the month of Ashad, Sumvut 1904 (July 1848), about nine o'clock at night, I went to the house of Baba Nafra, and recommended him to depute an agent to Bombay, and suggested that he should go to Mr. Reid, on which the Baba sent Joteshwur in the capacity of an agent, &c. Regarding this I beg to observe, that the statement that Joteshwur left this on my suggestion is altogether false.

Para. 2. In order to convict me of the above charge three witnesses have been produced; as one of these, Joteshwur Echaram, did not give evidence corresponding with his deposition, which the Colonel had caused to be taken down last year; he was sent by the Commissioner to the Guicowar Government in order that he might be punished for perjury.

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perjury. The other two witnesses, Bugwan and Lulloo, have given evidence in accordance with their former depositions, but their statements are entirely false, regarding which I subjoin the following remarks:

1st. These two at the present time do not distinctly state the year, but in their first deposition, a translation of which has been recorded in the proceedings, and marked (A.), they state that one night in the month of Ashad, Sumvut 1904 (A. D. July 1848), they were both in the upper story of Baba Nafra's house, at which time I came there, and gave Baba Nafra advice on the point in question. Now, I came here in the month of Jesht, Sumvut 1900 (May, June 1844), and left it in the same month of the Sumvut 1906 (A.D. 1850), and during those six years, once about the month of Veishakh Sumvut 1905 (A. D. 1849), on the occasion of the marriage of the daughter of Baba Gorwekur, when the assembly of guests took place in the upper story of Baba Nafra's house, and on which day his Highness the Apa Sahib, the Maharaj's suite, and many people of rank came there, I obtained Captain French's permission, and also appeared at this assembly, but came away with the rest of the native gentlemen, after receiving pan soparee; with this one exception, I never crossed the threshhold of the Baba's house; I was never in the habit of going to the Baba's house, and unless some one of his establishment or mine is called upon to prove it, who else can speak to the fact? These witnesses do not state any particular day to enable me to try and obtain other proof, to bring to light the falseness of their evidence. If by any chance they had, in the same manner as they have fabricated the other particulars, stated a certain day, and I had had no means of refuting their statements in court by veritable proof, then it is not in my nature to bring forward false evidence and concocted stories, to upset them. Should it appear that I do not substantiate the statements I urge in my several defences, it ought to be considered how difficult it is to produce witnesses who can refute such false and fabricated evidence. I am the defendant, therefore my oath won't be accepted. Government would of course never sanction that the witnesses and myself should be subjected to the ordeal by fire, it is therefore needless for me to urge such a proposition. Besides the following reasons, which I have submitted to show what sort of people these witnesses are, and from which, as concerns the amount of credence which ought to be attached to their statements, I rely on whatever the Almighty may instil into the mind of my judge. I have no other resource.

2d. I did not go to the house of the Baba, as above described, and it is therefore quite clear that I offered him no suggestions regarding deputing an agent; and to make known the falsity of these witnesses, I will now point out discrepancies which occur in their fabricated statements. Bugwan and the others state in their evidence that as Larbaee had gone in person to Bombay, and as it was supposed that the Joitabaee's controversy case would consequently become a very noted one, that I had for that reason, in the month of Ashad, Sumvut 1904, recommended the Baba to send an agent to Bombay; but this is entirely false, for at that time Larbaee was not in Bombay; she had a long time previously gone there, and returned to Baroda again, which will be seen on referring to the papers of June, July, and August, among the 48* untranslated petitions alluded to by Captain French, in his Report to Government, dated 15th November, and which have been recorded in the first charge. The deposition of these witnesses was originally taken on the 22d July 1850, and a translation thereof had been forwarded on to Government by the Colonel, along with his Report, dated 7th September, and they probably became aware of the discrepancy afterwards, for which reason they now state confusedly, and in an ambiguous manner, that as some three or four years have elapsed, they cannot recollect the year, but they have positively asserted in the Residency deposition above alluded to, that it occurred in the month of Ashad, Sumvut 1904 (A.D. July 1848), and that month and year are distinctly inserted in the present charge. Again, on the heading of the document marked (S.), which Colonel Outram sent into Government, along with his Report dated 7th September 1850, and which has been recorded and marked (H.) in the present proceedings, is written these words: "Memorandum containing the proceedings of an inquiry into the reasons for sending Joteshwur to Bombay, in July 1848, as an agent."

3d. Should this supposition be advanced, that if this is fabricated evidence, then why would they permit so palpable a discrepancy to occur, and why do they not all depose alike? then the reason of it is this; the principal object in bringing forward this evidence is to prove that the Baba, at my instigation, sent an agent to Bombay, in or about the month of Ashad, Sumvut 1904, and for the express purpose of negotiating with the Honourable Mr. Reid, in order that the Honourable Government might thereby entertain suspicions on the subject of the second and third charges, and direct that they be tried over again; and also for the purpose of strengthening the evidence in the first and fifth charges, by showing that this agent was deputed to Bombay principally on account of the Joitabaee's case. It is clear that these are the reasons why the present witnesses have been produced, and in endeavouring to prove the connexion in both cases, a discrepancy has occurred which, on a minute examination and careful consideration of the thread of the narrative in the document marked (E.), will be apparent. Lulloo deposes in his first deposition, that he recommended the Baba to send Joteshwur to Bombay; but as I have previously stated, I for the first time

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* These papers have been produced in the First Charge, and marked (B.), and especial reference is called to the order given to Joitabaee Shettanee, dated 19th August 1848, No. 215.

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time saw these witnesses when they appeared in court to give their evidence; before which I never saw them in my lifetime, nor am I acquainted with them. Lulloo now states that the Baba was the first who mentioned the name of Joteswur, and Bugwan has also deposed in a similar manner.

5th. In like manner, Lulloo states in his first deposition that he was present and one of the party in the private consultation which took place between me and the Baba; but Lulloo and Bugwan now both declare that they were seated at a distance of 12 or 15 cubits, where they could hear some parts of the conversation, and part escaped them.

6th. It appears from the papers produced in this case, that Joteshwur went to Bombay, and expended certain monies improperly; should the Commissioner on this account be inclined to place confidence on the oral evidence of these witnesses, then I would beg to state that Lulloo Bugwan has stated in his first deposition, "At the time the suit of Hurree Bhugtee was going on, Lulloo advised the Baba, in reference thereto, to send an agent to Bombay, but he paid no attention to it. After this, in the month of Ashad, Nursoo Punt came and recommended that Joteshwur be sent, on which the Baba summoned that individual, and directed him to proceed to Bombay. Joteshwur then agreed to go, if arrangements were made regarding his personal expenses; and said at the time that he had no acquaintances at Bombay. Nursoo Punt told him to go to Bombay, see Mr. Reid, enter into good arrangements with him, and make him acquainted with all the particulars of the case, when he would have succeeded in his mission."

The purport of the above is, that an agent was then for the first time despatched to Bombay on the part of the firm, and expressly to negotiate with the Honourable Mr. Reid. In reply to this, I beg to observe, that though Joteshwur was not personally acquainted with the honourable gentleman in question, yet it does not appear from his present evidence or former deposition, that I pointed out to him in what manner he should make his acquaintance. Baba Nafra had, prior to the year Sumvut 1904 (A.D. 1848) introduced the custom of keeping an agent at Bombay on the part of the firm of Hurree Bhugtee; which fact is substantiated by the replies of Ragoba,* who states that prior to Joteshwur, Bhana Triccam was the firm's agent at Bombay, and he had preferred a petition regarding the Potedar controversy. On making inquiries into the matter, it appears that this person did send in a petition regarding the case in dispute in Bombay in the month of June 1847, which has most probably been received at the Residency; and if a search is made among the records it will be known whether it has or not; and Joteshwur himself also states in his deposition, that Bhana was a year in Bombay prior to his going there.

*Replies, No. 7 & 8, to questions put on the part of the prosecutor.

7th. In like manner, it appears from the former extract taken from the accounts of the branch firm of Parukh Vurujlal Doolub at Bombay, and in the present one now received, along with the replies from Bombay which have been just recorded in this case, that Joteshwur, for a long time previous to the month of Ashad, Sumvut 1904 (A.D. July 1848), was the agent at Bombay, and during the months of Jesht, Ashad, and Shrawun (June, July, August) of that year, was actually present there; and, on making inquiries in other quarters, I have been informed that this Joteshwur was the firm's agent at Bombay from the year Sumvut 1903 (A.D. 1847), during which period he, in the year Sumvut 1904, came here, and returned to Bombay again in the month of Cheiter (*i.e.* April 1848) of that year. In support of this the two witnesses both depose that in the month of Ashad, Sumvut 1904, at the time of deputing Joteshwur to Bombay, a hoondee for 2,000 rupees was given him, and which† Bhugwan, in his first deposition, states was accepted by the shop of Bechur Soonderchund; and from an examination of the paper of explanation furnished by Baba Nafra in reply to the list of defalcations brought against him, and which was shown to me at the time of giving in my defence on the Fifth Charge, it appears from the items of expenditure entered on account of the agent at Bombay, that this hoondie on Bechur Soondurchund was made in the month of Shrawun, Sumvut 1903 (A.D. 1847); and further on, in the month of Cheiter (April), Sumvut 1904, appears an item of 56¼ rupees as paid to Joteshwur on account of his expenses for the road on route to Bombay. If this document is therefore produced from the Residency Office, and examined, it will be clearly seen that what Joteshwur stated in his first deposition, and these witnesses have deposed in the present case, that the Baba, for the first time, in the month of Ashad, Sumvut 1904, at my suggestion, despatched Joteshwur to Bombay as an agent on the part of Hurree Bhugtee, for the express purpose of treating with the Honourable Mr. Reid, although Joteshwur and Bhana had, a long time prior to that, been at Bombay as agents on the part of the firm, is entirely false.

8th. An additional proof of what I affirm appears in the replies‡ to the questions put to Ragoba, which show that Baba and Craig were known to each other long before Joteshwur went to Bombay, and at his (Craig's) instigation, the latter was sent there by Baba, and that immediately on his arrival in Bombay he obtained an interview with Craig through the medium of Raghoba, and about five or six days after this, at his second interview, he gave him 2,000 rupees. In the accounts first given in of Vurujlal Dulub on the Margh Shood 10th, Sumvut 1905, corresponding with 20th December 1848, there is an item of 2,000

‡ Replies to No. 7 and 8, question put on the part of the Colonel.

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† Among these items there is but one hoondie in the name of Bechur Soonderchund, and the amount which appears in excess of the *Rs.* 2,000 is on account of the Hoondie expenses; therefore this must be the sum in question.

2,000 rupees, which is the sum in question, as there is an endorsement on it to that effect, signed by the Colonel. Now, if this sum was received by Craig from Joteshwur, then it is clearly established from the above two reasons, that Baba did not depute Joteshwur to Bombay in July 1848 at my suggestion.

9th. These two witnesses have now deposed that they but once saw me at the house of the Baba, but Gumashta Bugwan affirms that I came three or four times at the firm, and he further adds, in a manner to arouse suspicions, that whether I came to Joitabaee on any Government business or other matters, he knows not. In the year Sumvut 1904, by the directions of the Colonel, I went several times to Joitabaee on Government business, but always took the carkoon Naraienrow, with me; I never went alone, and always was accompanied by a puttewalla, on which occasions that Gumashta might probably have been there. I remember that once, when there was some dispute about the wakeel, I went there, and then, for the first time, ascended to the (dewan khana) hall of audience, and informed Baba that, in accordance with the Resident's orders, I had introduced the wakeel to Joitabaee, and that he was not to offer any hindrance to his going to see her when he pleased. At that time Vujjabhoy and four or five others belonging to the firm were sitting there, and the Baba then gave a cantankerous reply to my message. Whenever I went there by the orders of the Resident, I was in the habit of writing a memorandum of the occurrence in the office diary, which, if it be produced and examined, the Commissioner will be convinced of the fact. During the six years I was here, except on this Government business, I never put my foot inside the shop of Hurree Bugtee; notwithstanding which, these lying Gumashtas thus give evidence to please the Colonel, and who can stop them.

10th. After a perusal of the above explanation, I feel confident that the Commissioner will be convinced in his own mind that there is not the slightest doubt that the above witnesses have given false evidence, because they are a thorough set of rascals. This Lulloo has now acknowledged that he, at the direction of Baba, procured the coolies as spurious parents to the child of Joitabaee. Now, I would beg to remark, that a person guilty of such wicked acts, who is the originator of all this disturbance; who in this case also drew up a false document in the handwriting of his son, and gave it currency; who, in the first instance, gave, and caused to be given, a false deposition in the Guicowar Government, and some little time after, when the friendly intercourse between him and Baba Nafra was destroyed and the latter imprisoned, he came to the Resident, acknowledged his guilt, and stated an entirely different story; in short, no one can tell when and what species of villany such a person may be guilty of. His character is notorious throughout Baroda. Bugwan Buwanee drew up a writing in the name of Joitabaee, stating that the child was not hers, and other particulars; and after stating in the Guicowar Court that he had written it at the request of Joitabaee, he afterwards, when his friendly intercourse with Baba Nafra was at an end, and that person was imprisoned, came and deposed at the Residency that he had written the paper in question at his (Baba's) instigation. Again, he gave another deposition at the Guicowar Court, to the effect that the writing was genuine. In this manner, after drafting such a document, and thereby creating a controversy, he afterwards gave false evidence. The Guicowar Government had awarded punishment to these two witnesses on account of the false document which had been written and the false evidence they had given; but as these people had gone to the Residency, the punishment of their crimes was not meted out to them. To prove what amount of character these two individuals possess, let a reference be made to the paper forwarded to the Residency by the Guicowar Government, and which was shown to me during the investigation of the First Charge, and which contains the decision of the punchayet regarding the amount of punishment to be awarded to Baba Nafra and others, and let the decision against them be examined, when it will be at once apparent to my judge that these two witnesses do not deserve to have the slightest credence attached to their statements.

Para. 3. By giving out that, through my instrumentality, a stigma has been cast on the good name of the Honourable Mr. Reid, it is clear that my enemies have had this object in view, that the mind of Government, as well as of all gentlemen who are acquainted with me, should become filled with disgust and prejudicial against me, and consequently preferred the present charge to accomplish their purposes. Lulloo and Bugwan have taught these rascally witnesses how to depose, and they were easily rendered conformable to their wishes, because every one was well aware that anything that was given out against me was gratifying to the Colonel, and they were desirous of obtaining his favour. In support of this, I have heard that these people, some time in the month of June or July 1850, were released from imprisonment through the instrumentality of the Resident; and as Lulloo obtained the protection of the Resident, he not only eluded punishment, but he obtained a situation in the firm with a salary of 1,200 rupees per annum; and all the claims of that firm against him were not enforced at that time, and he is now living like a gentleman, although he formerly, in collusion with the Baba, ruined the firm of Hurree Bhugtee. I have also heard that in a similar manner the nemnook of Bugwan has been increased, and the recovery of the claims of the firm against him has also been held in abeyance. These two people are capable of embarking in any diabolical act, no matter what it is. Whenever a man in authority shows kindness to any person, or pronounces him to be a highly respectable individual, that man, however disreputable a person he may be, walks about as one held in estimation. In a similar manner Joteshwur went to Bombay and expended thousands of rupees in an improper way, and probably appropriated some to himself, and being terrified lest, according to the custom of this class of soukars, he

should

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should be cast into imprisonment, harshly treated, and made to disgorge his peculations; whereas, hopes being held out to him by some one in the Residency, he on the 21st gave his second deposition there; and it appears that he, on that occasion, stated whatever was required of him. Now, at the time of giving his evidence he has been convinced, through his former deposition, of having committed perjury, and therefore no full or true particulars could be obtained from him.

Para. 4. Up to the present time numerous *employés* in the Government service, of greater or less influence, owing to their bad conduct, and some even from their good conduct, yet by their evil destiny, have, I have heard, been occasionally reduced to my present condition; but never before has it come to my knowledge that any person was ever charged with the crimes that have been laid at my door; however, against me has such an extraordinary false accusation been brought. In this case, a stranger has been deputed to Bombay to distribute money, who has misused the cash entrusted to him, and other parties also have made away with it from him; but this transaction has no connexion whatever with me. Therefore it is clear, in order to make the false accusation at all probable, it must be in the first place established, that I am firmly possessed with the idea that great people like Mr. Reid will accept bribes. In order to prove that there are no just causes for such a supposition, I beg to submit the following particulars:

1st. If it be urged that I have enjoyed the personal acquaintance of that honourable gentleman, that I would state that I have never served under him; neither have I been in the habit of paying him constant visits, nor have I had any familiar intercourse, of any other sort, with him. When I was in the Revenue Commissioner's Department, or on any occasion happened to go to Bombay, I may probably have once or twice gone to make my salam to him; but as at that time he was employed in the Secretariate Department, he had not a moment to spare, and I used to receive a reply from a peon that he had no time to see me, or that at some other opportunity, when he had more leisure, I might pay my respects. In this manner, during a period of 12 years, I may have seen him some seven or eight times, sometimes at his house, and at others at his office, but the interviews never exceeded a quarter of an hour. After salutations and mutual exchanges of civilities, inquiries after health, whence arrived, and whither going, and such ordinary remarks as occur at visits, I was in the habit of taking my leave. When I used to go to Bombay I occasionally, in an ordinary way, paid visits to several gentlemen of similar rank. With some I obtained an interview, and others I did not see. In this manner it happened with the honourable gentleman in question; I never in my lifetime sat and conversed with him for an hour together. And since I came to this appointment, during six years, I have never seen him, but he used to hear of me from my character, and the estimation in which I was held.

2d. As I have above mentioned, I was not an intimate friend of the honourable gentleman in question, nor had I any familiar interviews or constant intercourse of any other description with him; then that I should ever have supposed him capable of accepting bribes, must be either that that gentleman's custom was actually of that description, and his character notorious among people on account of it; or that, however irreproachable his character, I should, like other ignorant people, be supposed so stultish as to imagine that he would be guilty of receiving a bribe. It must be attributed to one of these two causes, for that such a supposition should enter into my mind cannot by any possibility be laid to any third cause. The first of these is unworthy of acceptance, for the fame of that gentleman's uprightness is spread far and wide, and it is clear the Colonel himself cannot contradict it. If he can, then his statement that this inquiry has been instituted from the character of an honourable gentleman being stigmatized, will be shown to be false, and we shall be obliged to suppose that doubts existed in the Colonel's mind respecting Mr. Reid, and that this charge was therefore, to all outward appearances, raised expressly against me through the connivance of my enemies.

3d. If the second cause, my ignorance, receive credence, I would observe in reference thereto, that the Colonel has already given me credit for great acuteness, and calls me both a knave and a rogue; he has never styled me a fool, but from his preferring this and the seventh charges against me, it would appear that I must be a confounded blockhead in his estimation. Now, were I such an arrant fool as to believe that a person who had been for some time Governor, and who was in the receipt of a monthly salary of 5,000 rupees, and the fame of whose reputation was current throughout the Bombay Presidency, and who was shortly about to return to his native land after a lengthened period of laborious service, with an unblemished character, to enjoy there a relaxation from his labours, and that such an honourable gentleman would get entangled in the snares of avarice and become engaged in iniquitous transactions, then would I not equally imagine that the Resident and Assistant Resident, people from the same country, and in less lucrative appointments, and who are desirous of continuing some time longer in the service, would also accept bribes; and what was there to have prevented me from instigating the Baba to enter into certain arrangements here, instead of advising him to try the effect of Khutput in Bombay? If the Colonel urges that such transactions would not be permitted with him, and therefore that I did not attempt them, then I would ask how and what kind of an arrangement could I have deemed practicable with the Honourable Mr. Reid, that I should have acted thus? How such an idea has occurred to the mind of the Colonel, I cannot in the most remote degree conceive.

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In short, although up to the present time I have served under many gentlemen of high standing, yet the Colonel, taking advantage of his power, asserts that I am a bad man, then indeed the time must have arrived when all the certificates of those gentlemen are of no avail to me; therefore there is no one to depose as to my conduct and character. I would, however, wish those gentlemen to state conscientiously this much, whether, after taking into consideration the character and reputation of the Honourable Mr. Reid, as well as my sagacity and natural disposition, they are of opinion that I am such a fool as to suppose that that gentleman would accept a bribe. Should Government deem it necessary, let the evidence of 8 or 10 gentlemen be taken on the subject.

Para. 5. In this case the deposition and letter of Raghoba Moroba Shimpee, of Bombay, have been recorded. On minutely examining these, it would appear that he is one of the principal persons in collusion with Joteshwur, who misappropriated the money at Bombay, and it would seem that he and others, in the name of certain gentlemen, made away with it. It is a too well known fact to require any detailed explanation from me, that when people are such fools as to send agents to Bombay, and make them lavish large sums of money in the confident expectation of thereby succeeding in their object, there are lots of half-castes and other English writers there who swindle them in all conceivable ways; and also that the agents themselves, in order that they may be able to misappropriate the money to their own use, urge all manner of lying pretexts to their masters, such as falsely taking the names of gentlemen, the obtaining information, writing English petitions, &c.

Para. 6. In the document marked (E.), and which has been recorded in this case, the Colonel has, to the utmost of his ability, endeavoured to demonstrate that I am a very bad man, and that although my deportment has all along been such as to convince the people of this place that officers and gentlemen of high rank and standing accept bribes, yet Government has, in a very improper manner, shown partiality towards me, and in conclusion sings the praises of Baba Fudkey. In reply to this, I would observe that the Colonel is one possessed of power and authority; therefore I am unable, at the present moment, to reply in detail to all his numerous comments. He has written in a manner calculated to rouse suspicion, and ambiguously, that all the people of Baroda say so, and believe it, and have just cause for believing it; but if Government wish to institute a rigid inquiry into the circumstance of this statement, then they should appoint efficient gentlemen from other quarters; people who look into things with the strict eyes of justice, and who are proficient in and fond of research, who should institute a minute and searching investigation, and after making themselves acquainted with the opinion of the people on this matter, should inform the Government of all the particulars, when the truth will be elicited. In the 50th para. the Colonel gives utterance to inventions of the brain, that Baba Nafra appropriated four lacs of rupees from the firm of Hurree Bhugtee, and during the last four years has squandered them away in secret purposes, and of the jewels which have been abstracted, most of them, according to popular belief, are in the possession of my Residency friends, and that the greater portion fell to my share. In the 8th para. of the postscript he states that he has reason to believe that the whole of the 78,000 rupees reached my hands. In reply to this, I would observe that the Resident kept no supervision of how Baba managed the affairs of the firm, and on this latter's being removed from his situation, he gave in a written detailed memorandum of explanation regarding the defalcations shown against him, and afterwards the adjustment memorandum prepared by the new Mooneem Gumashta, was received at the Residency from the Guicowar Government. If these two memorandums are produced and examined, it will be known how many rupees there are regarding balance of account, and what sums, on good reasons, he acknowledges to having taken away to his own house, and how many items he has fraudulently misappropriated (regarding which, in order not openly to express his guilt, he gives indefinite answers that they have been expended in secret service), and how many items there are of secret service expenditure. What is the use of writing ambiguously, and in a manner calculated to rouse suspicions that jewels have been made over to my Presidency friends? Who are my Presidency friends, and where are the jewels in question, and how and when has the sum of 78,000 rupees come to me? If it be written with due evidence and proof, it will be at once understood what it is.

The following papers should be produced in this case:

PAPERS.

1. A copy of the order received at the Residency from Government, on the subject of the petition sent in to Government some time in June, regarding the Potedar dispute by Wakeel Bhana Triccam.

1. An extract from the paper of explanation, sent in by Baba Nafra, in reply to the deficiencies shown against him, showing the items paid to the Bombay agent in Sumvut 1903 and 1904 (A. D. 1847–48).

1. An extract from the summary of the punchayett of the Guicowar Government, showing the punishment awarded by them to Lulloo Bugwan and Bugwan Buwanie.

WITNESSES

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WITNESSES.

Four Witnesses from the house of Baba Nafra.

1	Appajee Shenwalkur.
1	Narraien Row.
1	Ramchunder Bhutt.
1	Purbakur Bhutt.
4	

Badrapud Vudh 5th (Monday), Sumvut 1907 (15 September 1851),
Camp, Baroda.

(signed) *Nursoo Luxmon*,
Late Native Agent,
Residency, Baroda.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(M.)

No. 2329 of 1847.—Political Department.

From *A. Malet*, Esq., Secretary to Government, Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda.

Sir,

WITH reference to my letter, dated the 14th instant, No. 2230, I am directed by the Honourable the Governor in Council to transmit to you copy of a further petition from Bhanabhoy Teekum Vukeel of the firm of Hurree Bhugtee, dated the 12th instant, regarding the pecuniary dispute between the firm and the sons of the late Gungadhur Shastree.

I have, &c.
Bombay Castle, 24 June 1847.
(signed) *A. Malet*,
Secretary to Government.

(N.)

TRANSLATION of an Enclosure received with His Highness' Yad No. 133, on the 25th January 1851.

THE following is an extract taken from the paper of explanation furnished by Baba Nafra, on the 14th Badraput Vudh, Sumvut 1906 (A. D. 4th October 1850), regarding his misappropriation of certain sums of money belonging to the firm.

Detail of Items of Expenditure entered in the Name of the Agent at Bombay:

Rs.	*a.*	
3,170	9	In the ledger for Sumvut 1903 (A. D. 1847), page 75, Bhana Triccom was sent to Bombay, for which reason his account is adjusted; this sum is debited to Meiral Bhugtee. This sum is taken from the account-books of Hurree Bhughtee.
201	-	In the Khurda rough daily cash-book for the Sumvut 1903 (A. D. 16th July 1847), page 120, Ashad Shoodh 4th, cash paid to Dwarka Khandass, by a hoondee on Bechur Soonder Chund, on his departure to Bombay; the account of this will probably be with Dwarka. This item is taken from the account-books of Samul Bhugtee.

Detailed Statement of Money sent to the Agent Joteshwur Echabhaee, at Bombay, and also of trifling Amounts paid to him at Baroda.

Sums debited in the Account-books of Samul Bhugtee to Meiral Bhugtee:

Rs.	*a.*	
2,297	9	Shrawun Shood 9th (A. D. 20th August 1847), regarding the hoondee sent to Bombay, on Bechur Soonderchund, Sumvut 1903.
56	4	Sumvut 1904, page 84, Chuiter Shood 6th (27th March 1847), paid to him at the time of going to Bombay.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Items from the Account-books of Hurree Bhugtee.

Rs.	a.	
113	–	Sumvut 1903, page 297, Ashad Vudh 11th (A. D. 6th August 1847). A hoondee on Bombay drawn on Vurijllal Doolub.
141	4	Sumvut 1903, page 364; Ashwun Shood 4th (13th October 1847), regarding the letter of credit for 125 rupees on Vurijlall Doolub, sent to Bulwuntram.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(O.)

TRANSLATION of an Extract from the Summary of the Proceedings forwarded to the Residency of the Punchayett, appointed by his Highness the Guicowar, in the Joitabhaee's Case.

2. The crimes of Lulloo Bhugwan :

1 Lulloo Bhugwan states in his deposition, that Baba Nafra sent him to Meetapoor, to procure and bring spurious parents for the child, on which he proceeded to that village, and having succeeded in getting them, he brought them in. Baba, in his deposition, states that Lulloo told him that Joita Shettanee brought in the child of a Cooly of Meetapoor, and that he would produce the parents of it, but that the doing so would cost some 15,000 rupees; he therefore sent him out there. On considering both of these statements, it is evident that Baba Nafra has either sent Lulloo, with the intention of raising a malicious accusation, or Lulloo went away, telling him that the parents of the child were at Meetapoor, and promising to bring them in; however, neither of them could produce any further evidence to substantiate either of these. In whatever manner it may have happened, Lulloo Bugwan, instigated by avarice, has tempted the villagers of Meetapoor with promises of money, then brought them in, and raised a malicious accusation, for the purpose of ruining the reputation of a great house.

This crime is attributable to Lulloo Bugwan.

1 Lulloo Bugwan states in his deposition, that he, at the instigation of the Baba, caused his son, Nimsook Lulloo, to draw up a writing in the name of Bhana, promising to pay 200 rupees current money, and gave it to the Coolies of Meetapoor; but he could not produce any witnesses to substantiate the fact that he had done it at the instigation of the Baba. This appears to have been the crime of Lulloo, that he, through his longing desire for money, caused his son to draw up this false note of hand.

1 He further states, in reference to his deposition taken in the proceedings of this case, before Meer Surfraz Ali, and others, that that deposition was given falsely, by the directions of the Baba, from which it is our opinion that Lulloo Bugwan is guilty of the crime of having, through avaricious motives, perjured himself.

3

Lulloo Bugwan is guilty of the above three crimes.

6. The crimes of which it is our opinion Bugwan Buwanee is guilty:

1 In his deposition, taken before Meer Surfraz Ali, and others, and in that before his Highness' Durbar, he has stated that Joitabhaee Shettanee caused him to draft a letter to his Highness the Guicowar, to the effect that she had not given birth to a son, and in his deposition, taken before the Resident, he affirms that he did it at the instigation of the Baba, and not by desire of the Shettanee. On looking into these, it would appear from his statements that he is guilty of the crime of perjury.

1 The child of Joitabhaee was forcibly brought from her father's house, and made over to the Coolies of Amuleyare. In this transaction the above-mentioned individual was engaged. From a consideration of this, it appears to us that the above-mentioned Bugwan is guilty of being a party in the merciless transaction in which the Baba was engaged, and to which he was instigated by avarice.

2

Bayee Buwanee appears to have been guilty of the above two crimes.

Date of the summary, Ashwun Shoodh 11th, Sumvut 1907, Soorsun-eckede Kumsein, Miateen, Walif, Shakee, 1772.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

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LIST of DOCUMENTS and WITNESSES in support of the Sixth Charge.

DOCUMENTS.

Letter to Government, dated 7th September 1850 (207 B.), with Appendix (H.) and its accompaniments.
Letter to Government, dated 26th September 1850, with accompaniments.
Letter to Government, dated 11th October 1850, with accompaniments.
Letter to Government, dated 21st October 1850.
Letter to Government, dated 10th April 1851, and accompanying statement of facts.
Four Depositions by Joetshwer Icharam, dated 12th July 1850, 27th July 1850, 14th August 1850, and 25th September 1850.
Deposition of Bhugwan Bhowanee, dated 22d July 1850.
Deposition of Lulloo Bhugwan, dated 22d July 1850.
Deposition of Echaram Wunarsee, dated 15th August 1850.

WITNESSES.

Joteshwur Echaram, vukeel of the Hurree Bhugtee Firm.
Bhugwan Bhowanee, gomashta of Hurree Bhugtee Firm.
Lulloo Bhugwan, gomashta of Hurree Bhugtee Firm.

(signed J. *Outram*,
Resident.

To *W. E. Frere*, Esq., Special Commissioner, Baroda.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 14th and 16th ultimo, the former enclosing papers of questions* to be put to Ragoba Moroba, and to Brijlall Doolubdass, and Jawairchund Atmaram, or the Moonim gomashtas of those firms, and the latter enclosing papers of questions* to be put to Mr. Morris, the assistant register in the Suder Adawlut, and to Mr. D. F. Fernandes and Mr. R. Eddy, clerks in the Secretariate, as also two documents marked (C.) and (D.).

In reply, I have now the honour to return the several answers of the parties above named, taken upon oath, or upon solemn affirmation, as also the documents marked (C.) and (D.), which accompanied your letter of the 16th ultimo.

I have, &c.
Bombay, Court of Requests Office, (signed) *J. T. Jameson*,
1 September 1851. Clerk.

No. 556 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

WITH reference to your letter, dated 13th instant, sending to me a man named Joteshwur Itcharam, together with an extract from your proceedings o that day, and also his deposition taken on the 31st July 1850, before myself, establishing that he had perjured himself before you, and requesting that I would forward the witness and relevant papers to the proper authority in this state, with a view, should their rules extend to such cases, to the man being punishe

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* Enclosures:—Papers of questions and answers of Ragobo Moroba, Visbookundas Narrondass Moonim of Brijlall Doolubdass, Sopedass Moolchund, Moonin of Jawarchund, Atmarain, M James Morris, Mr. D. F. Fernandes, Mr. R. Eddy. Two documents, marked (C.) and (D.)
(signed) *J. T. Jameson.*

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punished for the perjury, if proved against him. I have the honour to transmit, for your information, translation of a yad received from the Durbar this day, communicating the decision of his Highness the Guikwar on the subject.

I have, &c.
Baroda Residency, (signed) *J. Outram*,
18 August 1851. Resident.

Translation of a Yad from his Highness the Guikwar to the Resident, dated 18th Shavul Soorsum 1252 (A. D. 16th August 1851.)

A **yad** was received from the Residency, dated 14th August 1851, No. 873, to the effect "that Joteshwur Echaram has been guilty of perjury before the Special Commissioner, Mr. Frere; that the case in which he perjured himself is of importance, and had he committed this offence within the territory of the British Government, he would have been punished agreeably to the Regulations; but this offence having been committed within the jurisdiction of the Guikwar Government, Joteshwur Echaram has been accordingly sent to the Durbar in order that he may be dealt with as it may appear proper, for having made a false deposition on oath; and that if any evidence is required in the matter, the same will be sent, reporting the result for the information of the Resident." In reply this Government begs to state that they have no wish to institute any further inquiries regarding the false oath taken by Joteshwur Echaram befor eMr. Frere; but that this person has been fined 500 rupees for this offence, according to his capability, and has been informed that if he does not pay the amount within 15 days' time, he will be banished from the Gaekwar territory. This is written for the Resident's information.

(True translation.)
(signed) *M. Battye*, Assistant Resident.

Sir,

I **beg** you will be so kind as to require the following four persons, from Baba Nafra's house, to attend the court to-day as witnesses on my behalf:

Appajee Shevulkur.
Narayenrow, Carkoon.
Ramchunder Bhutt.
Prabhakur Bhutt.

I remain, &c.
15 September 1851. (signed) *Keshow Nurshing*,
Monday. for Nursoo Luxmon.

Sir,

I **have** got no more witnesses to produce in the Sixth Charge, and my defence should therefore be considered closed.

I remain, &c.
16 September 1851, (signed) *Keshow Nurshing*,
Tuesday. for Nursoo Luxmon.

Translation of Supplementary Memorandum to the Defence on the Sixth Charge, addressed to *William Edward Frere*, Esq., Commissioner, on the 25th September 1851.

Para. 1. **On** the 22d September 1851, the Colonel produced and read his reply to my defence on the Sixth Charge, and submitted evidence thereon. Among these, one Govindrow Kishna deposes, that he saw Nursoo Punt entering the house of Baba Nafra, and that he went expressly to the native agent, Soorujram, and informed him of the circumstance, and has now come to give evidence to that effect, &c. With reference to this, I beg to state, that as I could not comprehend the reason of this person giving such radically false evidence at the time of his unexpected appearance to depose, I was so overwhelmed with astonishment, that I could not cross-examine him. Afterwards, on taxing my memory, and making other inquiries, I recollected that, on the death of his father, the Guicowar, Government had appropriated certain land and small Government allowances, formerly appertaining to his family, but which were not guaranteed to them, and on this subject he had preferred a complaint

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plaint at the Residency during the time I was native agent, and some letter must have been sent to the Durbar about it; but as he did not enjoy the Government guarantee, his case may not have succeeded at that time as he wished it, from which anger has been kindled in his breast against me, and, instigated by avarice, having become impressed with the confident hope that the Resident could cause such arrangements as would lead to the restoration of his land, &c., he, by the advice of my enemies, has used most strenuous exertions to be summoned as a witness, and now deposes in this false manner. I am firmly convinced of the truth of this assertion, in support of which I beg that the proceedings of his suit be brought from the Residency dufturs, when everything will be cleared up.

2. In the act no limited period is fixed for the summoning of witnesses at the time of the prosecutor's replies, and they have, from time to time, unexpectedly been brought forward. On this account, when a false witness all at once makes his appearance, I find it exceedingly difficult to put questions to him to enable me to discover for what reason he has been got up; but I have no remedy.

3. As this case is closed, I cannot now enter into further particulars, but I have to request that your honour will write such an endorsement on this, my memorandum, as you may deem fit, and attach it to the proceedings in this case.

(signed) *Nursoo Luxoman*,
Late Native Agent, Residency, Baroda.

Badrapud Vudhy 30th, Sumvut 1907
(25 September 1851).

Postscript.—The Colonel has produced from the dufturs the papers connected with the case herein alluded to, and an extract of the endorsement of the Colonel, dated 20th October 1847, has been taken, and accompanies this memorandum. Date as above.

(signed) *Nursoo Luxoman.*

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

TRANSLATION of an Extract accompanying the Supplementary Memorandum to the Sixth Charge.

A YAD, dated Ashwun Shoodh 11th, Sumvut 1903 (A. D. 20 October 1847), from Lado Krishnarao, was presented at the Residency by Govind Row Krishna, on the 20th October 1847, to the following purport: The Resident's letter, enclosing a copy of the yad received in reply from the Durbar, regarding some lawfully purchased land and Government allowances, has been received, &c. Underneath this appears the following endorsement by the Resident:—

"1. Regarding the above, the petitioner was informed that, as he had made allusions in his yad to (Seevaiee Nemnook) additional stipends, and the maintaining of a palanquin, that the Resident could not write to his Highness on the subject. If he has any more particulars to relate regarding the land, about which he has already received his Highness the Guicowar's answer, he must make them the subject of another yad to me, which shall be forwarded to his Highness for his information.

(signed) "*J. Outram*,
"Resident."

"Baroda Residency, 20 October 1847."

The above extracted endorsement has been copied from the original document.

(signed) *Nursoo Luxoman*,
Late Native Agent, Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 644 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

WITH reference to the yad presented to you in court yesterday, by Nursoo Punt, with a copy of which I was furnished, together with accompanying copy of an endorsement by myself on a petition from Ladoo Crustna, dated 20th October 1847, which he adduced to show that the witness was actuated by malice to give false testimony against him; because he (Ladoo Crustna) attributed the unfavourable reception of his claims on that occasion to his (Nursoo's) adverse influence, while he at the same time insinuates, that more favourable decisions have subsequently been obtained for Ladoo Crustna from me, which also may have contributed to induce the witness to testify against him.

2. Without commenting on the fact that Nursoo Punt hereby admits that heretofore he had denied that his influence at the Residency was understood to be exerted for or against suitors, I beg leave to place before you authenticated copies of endorsements on the petitions of Ladoo Crustna, dated 8th and 20th January last. The latest decisions that have been passed on the petitioner's claims, which you will perceive are even more unfavourable to Ladoo Crustna than the decision of 1847, produced by Nursoo Punt.

3. With regard to Nursoo Punt's complaint that the unexpected appearance of this witness rendered him unable to put questions to him, you will doubtless recollect that not only did Nursoo put several questions to the man, but that he dictated a mode of adjuration on putting his last question, which he hoped would deter the witness from answering it; yet, not only did the witness unhesitatingly repeat the formula imposed by Nursoo, but he at the same time solemnly called God to witness that he spoke the truth.

4. The propriety of calling witnesses in reply to the defence, without previous intimation to Nursoo Punt, must, I think, have been rather forcibly impressed on your mind in the course of these investigations, from what you have observed of the demeanour in your court of several of these witnesses with whom Nursoo Punt had had previous opportunity of communicating; and a strong exemplification was afforded by Gunput Row, the witness examined immediately before Ladoo Crustna, who had been summoned through the Durbar on the previous day. This witness though he had voluntarily come forward in the office, only two days previous, to inform the native agent in the presence of two other persons, that he had frequently seen Nursoo Punt visit Baba Nafra at night, and that he himself had on one occasion been sent down stairs from the room in which the Baba and Nursoo were sitting, in order that they might consult together, deponed in Court that he had never seen Nursoo in the Baba's house.

I have, &c.
(signed) *J. Outram*,
Resident.

Baroda Residency, 26 September 1851.

TRANSLATION of an Extract from the Residency Diary.

LADO KRISHNA and brothers presented a petition to the Resident, dated Kartey Vudhy, 11th, Sumvut 1807 (A. D. 29 November 1850), and registered No. 1319, regarding a dispute about some lawfully purchased land, and other particulars, and on this subject a yad also was received from his Highness's Durbar, dated Chundr 5, Rubel Awal Sunhede Kumsein (A. D. 8 January 1851), registered No. 51, underneath which the following endorsement was entered:—

Endorsement.

The order regarding the above is this: Bhow Tambekur, of the Guicowar government, and Lado Krishna and others, have been confronted together, and Lado Krishna has been warned to behave properly according to the orders of his Highness; and that if any clamorous complaint again arise on any business, the Bombay Government will be written to on the subject, &c.

11 January 1851, Baroda Residency.

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The letter written to Lado Krishna and others, in reply:

No. 50.

To *Lado Krishna, Naraien Row Krishna,* and *Govindrow Krishna,* of Baroda, from Colonel *Outram,* Resident, Baroda.

Your yad, dated Karteg Vudhy 11th (A. D. 29 November 1850), along with an enclosure in reply to another from the Residency, dated 21st October 1850, No. 677, regarding the appropriation of your lawfully purchased land has been received. In reply thereto, it appears from the enclosure received with his Highness's yad, that the land above alluded to is Government talput land, and therefore that your claim cannot be attended to, &c.; and in the yad now received from you, instead of quoting any examples in support of the disputed property, you have given a long detail of particulars in the form of a dialogue. It therefore appears needless to the Resident to send such a case without an object to the Guicowar Government. If you have any strong convincing proof to substantiate your case, you should send it.

Poush Vudhy 3d, Sumvut 1907 (A. D. 20 January 1851), Baroda Residency.

(signed) *M. Battye,*
Assistant Resident, in Charge.

Witnessed, Soorujram Gungaram.

(True copy.)
(signed) M. Battye, Assistant Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

Translation of the Supplement to the Defence on the Sixth Charge, which was handed in to the Commissioner on the 15th September 1851.

On the 25th of the current month, the Commissioner informed me that he had become aware of the fact, that the year 1848, which appears in this charge, ought to be 1847; and told me that if I had on that account any additions or alterations to make in my defence, that I should draw up and present a supplementary reply to it. In compliance therewith, I now beg to submit the following additional paragraphic explanation:—

Para. 1. The Colonel now gives out that a mistake has occurred in the date of the charge, and that the year 1848 has been inserted therein in place of 1847. In reply to this, I beg to observe, that the year 1848 has been knowingly inserted, and not in ignorance; because, as I have already pointed out in the third clause of the 2d para. of my defence on this case, that this charge was at the time prepared against me principally with the object of establishing the fact, that I was connected with the firm of Hurree Bhugtee, with a view of upsetting the decision Government had formerly come to on the second and third charges, and therefore the year 1848 was introduced in it. From the circumstance of documentary proofs having been produced to show that Larbaee was not at that time at Bombay, the points of the case could not be brought to bear, and therefore the year 1847 is now stated as the time; but the case of Govindrao Guicowar, the subject of the second charge, regarding which the Colonel sent in a report to Government for the withdrawing of the Government guarantee, did not occur in the year 1847. The first commencement of it only took place in 1848, and Lulloo Bugwan, in his deposition taken on the 22d July 1850, has stated that at the time I suggested the propriety of sending Joteshwur to Bombay, I also mentioned the different cases for which he was required, and among them I alluded to this one. Therefore, in the same manner as the circumstances regarding Larbaee cannot be shown to have any connexion with the year 1848, so this case can bear no reference to the year 1847.

In short, from this, it is quite clear that the whole of the other particulars cannot correspond, as the Colonel declares would be the case merely by altering the year.

Para. 2. Further, there would appear to be another object in view in introducing the year 1848 at the time of preferring this charge against me, viz.:

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Jairam states that he wrote the petition under the fictitious name of Venack Dhondeo Abscumkur; the particulars of which are, that I openly gave out that a friendship of a secret nature existed between Mr. Reid and myself, and that I screened Baba Nafra, and did not permit the complaint of Joitabaee to obtain redress. Having thus far represented, the petitioner further goes on to state, that I now publicly declare that "Gunnesh Punt Azay and Bafa Nafra are my relations, and consequently I have ample resources with the Guicowar Government, therefore I am not afraid of anything. I will spend as much money as may be necessary to secure the assistance of European gentlemen at Bombay, and will continue to hold this situation." The above is the purport of the petition; therefore by inserting the year 1848 in the charge, it connects the circumstance closely with the time of despatching the agent to Bombay; and, in order to make Government imagine that this fact was established, the Colonel sent in reports: one regarding the sixth and seventh charges, and the other a reply to the Government order to which I have alluded in the preceding paras. In this manner, two reports of the same date and number, viz., 7th September 1850, and No. 207, marked (A.) and (B.), were prepared at one and the same time, and forwarded in to Government; but the Colonel's object was not effected.

Para. 3. In cases where false oral evidence has been produced, the falseness of such witnesses can only be discovered by noticing the discrepancies which occur in their fabricated statements; besides which, what other method can by any possibility be adopted? In like manner has it occurred in the present instance; and therefore, to bring to light the lies of these people, I, in my first defence in this case, clearly proved that Joteshwur went to Bombay in Sumvut 1903 (A.D. 1847). As there was then no alternative left to Goomashta Bugwan, he has deposed, in his second evidence taken on the 22d September 1851, that it is the custom in the Guicowar Sircar to reckon the new year (Sumvut) from the commencement of the Mrig.; and that therefore he, thinking this some Sirkaree business, in his first deposition at the Residency, stated Sumvut 1904 (1848) as the year; but if the commencement of that year was reckoned from the Dewalee, then it must have been Sumvut 1903 (1847) at the time. With reference to this, I would beg to observe, that in the Guicowar Court it is for the most part usual to write the Arabic year; that is, Soor Sun, &c., in full, and afterwards the corresponding Sumvut; the commencement of the year is never calculated from the Mrig., except in the accounts rendered from the districts and other parts. Among soukars, private correspondence and every day transactions, as well as in ordinary conversation, it is the invariable custom to reckon the new year from the Dewalee, and the Commissioner has most probably learned this circumstance already from the account-books and evidence of Bugwan. Further, none of the witnesses in any of their depositions have stated the new year as commencing from the Mrig. Neither this Bugwan or any of the other goomashtas of the firm of Hurree Bhugtee, in their depositions taken in July 1850, regarding the subject of the first, nor Goomashtas Damodhur and Bapoojee regarding the Fourth Charge, marked (C.) and (D.) They have all stated in their depositions the year as commencing from the Dewalee. The question now follows, which should be well considered, was this alone a Government case, that Joteshwur, Lulloo, and Bugwan have all of them, in their depositions taken on the 21st and 22d July 1850, after calculating the new year as commencing from the Mrig., deposed that I, in the month of Ashad, Sumvut 1904,* went to the house of Baba, and offered certain suggestions. All these goomashtas, in every deposition that they have given at the Residency, have stated such particulars as to show that the new year commences from the Dewalee; this therefore has led the Colonel to notice the circumstance of the year 1848. From this, it is evident, that as the falsity of the goomashtas was clearly established by documentary proof, they are endeavouring to hide it by introducing the pretext that the year commences with the Mrig.

* A.D. July 1848.

Para. 4. In the Residency also, in every document, letter, and deposition, the year is reckoned from the Dewalee. If on any occasion, owing to the matter having some connexion with accounts, the year (Sumvut) was made to commence on the Mrig., it is almost the invariable custom to write the word "fussil" before the Sumvut. The Colonel, at the time of his reply in this case, produced certain yads, which had been received from the Guicowar Court, to

prove

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prove that it was the custom to reckon the new year from the Mrig. But in all answers sent, &c., from the Residency, the corresponding Sumvut is inserted, showing that it is calculated from the Dewalee; to substantiate which, I beg a reference be made to the papers in the office, as well as the documents recorded in this trial, when it will be at once apparent what a multitude of inaccuracies will occur in every matter by thus altering the year.

Para. 5. On the subject of the particulars above detailed, there is no occasion for my enlarging. My judge will notice it all. Now it is shown that Baba sent Joteshwur to Bombay in July 1847, *i. e.*, in the month of Ashadh, Sumvut 1903; but to say that it was done at my instigation is not true, which the following reasons will fully corroborate:—

1st. Raghoba Shimpee, in the paper of his deposition marked (I.), in his reply to a question put to him by the Commissioner, acknowledges to having been acquainted with Craig from the year 1846; and to Question No. 8, as to whether, prior to the arrival of Joteshwur in Bombay, he had had transactions of any kind with Craig regarding the present case, he has replied in the affirmative that he thought he had; and it further appears from the tenor of his statements, that from the time of Bhana, who was the agent at Bombay on the part of the firm of Hurry Bhugtee a year previous to the arrival of Joteshwur, this course was observed. In support of which, he, in his reply to the second question of the Colonel, states that Joteshwur himself came to his house; and, in his reply to No. 5 question, he acknowledges that he brought about an interview between Joteshwur and Craig; and it will further appear from his reply to my question, that I was never in my life acquainted with him, or had any transaction whatever with him then. Unless Baba Nafra and he had been previously associated together by some ties, how would Joteshwur have gone unasked to the house of Ragoba? And further, if he had not previously been in some way connected with Craig, then how would he have taken Joteshwur to Craig's house? This is quite plain.

2d. It is further clear, from the replies of Ragoba to the Questions 7 and 8 of the Colonel, that Bhana Triccam sent in a petition to Government regarding the Potedaree dispute, and that the Baba gave Craig 2,000 rupees at the hint of that person himself, and sent Joteshwur to him. Particulars corresponding with these appear in the deposition of Raghoba, taken by Captain Barr on the 12th September 1850, recorded and marked (B.)

3d. From the circumstance of this witness being a long way off, although a great number of questions have been put to him, and his replies received to the whole of them, yet such satisfactory evidence has not been obtained as if he had personally appeared as a witness before the court; and as Craig is not to be found, it is very difficult to obtain sufficient proof to substantiate the matter. However, so much is established, that Baba was in the habit of making "khutput" in Bombay through the instrumentality of either Craig or Raghoba prior to the arrival of Joteshwur in July 1847; the proof of which is, that in the paper marked (N.) and recorded by me, there is an item of *Rs.* 31,070. 9., debited to Meiral Bhugtee, as a closing of the Bombay account of Bhana Triccam; and from the paper marked (M.), it appears that this agent went to Bombay expressly to petition Government regarding the Potedaree dispute. For a length of time antecedent to the month of July 1847, deceived by the delusive artifices of Raghoba and others, the useless squandering away of money had been commenced. Subsequently, Joteshwur went there with the same object, and relieved Bhana; but it does not appear that Larbaee's having proceeded to Bombay was the sole cause of his going.

4th. To substantiate this, it will be seen from the document marked (N.), that the hoondee for 2,000 rupees on Bechur Soorchund, given to Joteshwur in the month of August 1847, is not the only item debited to Meiral Bhugtee; but in 1848, about the month of April, when Joteshwur was going again to Bombay, a sum of *Rs.* 56. 4. was given to him on account of expenses for the road, which is debited to the same account.

5th. From Raghoba's replies to the 11th and 12th questions of the Colonel, it will be distinctly seen that after Joteshwur had proceeded to Bombay regarding the Joitabaee dispute, and the cases of Baskerow Vittul and Govindrow Guicowar,

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Guicowar, that Baba Nafra wrote him a letter, directing him to come to some arrangements with Craig; consequently he could not have deputed him to Bombay, on this account, at my instigation.

From the above and other particulars, the Commissioner will perceive that I am in no way connected with the circumstances of having offered suggestions to the Baba, when he deputed Joteshwur as an agent to Bombay in 1847.

Para. 6. Some time in the month of January 1849, about a year and a half after Joteshwur had gone to Bombay, and became the fixed agent of the firm, he, being held in expectation by Raghoba and others, made away with large sums of money, and he knows best what use he put them to. What positive proof is there that the whole of this money reached Craig, or that Craig, in taking this money from Joteshwur, took the name of the Hon. Mr. Reid? It appears, from Raghoba's answer to the 14th question of the Colonel, that he was informed of this circumstance by Joteshwur. Prior to the taking of Raghoba's first deposition at Bombay, in September 1850, that of Joteshwur was taken here in July of the same year, and in it the name of that honourable gentleman is mentioned, which Raghoba must in some way or other have been informed of.* Therefore it does not appear at all extraordinary that he should, in his deposition taken on the 12th September 1850, and in his present replies, have deposed as above-mentioned, because he had been for a long time previous on terms of intimacy with Craig, and he himself took Joteshwur, and procured him an interview with him. There is, therefore, no doubt that Raghoba is perfectly well aware by what contrivances and what amount of money Craig succeeded in obtaining from Joteshwur, and in whose name it was taken.

Para. 7. In conclusion, I beg to observe that some one has instigated Joteshwur to take the name of this honourable gentleman, because he does not do so in his first deposition, whereas in his second he mentions the circumstance; and now at the time of giving his evidence he does not at once acknowledge that he gave the money to Craig in the name of Mr. Reid. From the circumstance of his having previously stated it in his deposition, he again mentions the name, but in a confused manner. I am unable to show at the present time why he has, in his deposition taken on the 21st July 1850, brought forward the name of this honourable gentleman, and therefore I can furnish no written explanation regarding it. The Colonel asserts, that as papers were discovered in his house he became alarmed, and consequently stated all the particulars in his second deposition; but, in the bundle of papers discovered, which were opened and examined in this Court, no paper of any such importance came to hand as to induce this, and I cannot comprehend what could be the cause of his alarm and consequent bewilderment. The fact of the matter is, that Bhana Triccam and Joteshwur, on going to Bombay, knowing that they would have to send in petitions, endeavoured to make "khutput" there, in the hope of thereby succeeding in whatever business they might be engaged in; and a set of rascals having humbugged them, have more than probably appropriated the money; but that these agents were originally deputed from this place, for the express purpose of bribing Mr. Reid, is entirely false. It should be especially borne in mind that, as this gentleman has now returned to his native country, it has become a very safe matter to take his name openly, and that it is impossible for me in this case to bring forward further evidence before my prosecutor, a person in power, to refute the unheard-of false accusation which has been raised against me.

Sumvut 1907, Ashween Shoodh 2d (Saturday, 27th September 1850).
Camp, Baroda.

(signed) *Nursoo Luxoman,*
Late Native Agent, Residency, Baroda.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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* From an anonymous letter among the papers, marked (B.), it appears that Raghoba got the information that in the inquiry regarding the 10,000 rupees, that Joteshwur had not taken his name, from which it is clear that he made Raghoba acquainted with the purport of his deposition.

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No. 658 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to
W. E. Frere, Esq., Commissioner, Baroda.

Sir,

Nursoo Punt having submitted a supplemental defence on the Sixth Charge, I beg that I may be permitted to offer a few observations thereon.

2. He now asserts that the date first specified in this charge, *i. e.* July 1848 (which I have shown to be an error for 1847), was deliberately fixed, with a view to connect the deputation of Joteshwur to Bombay with my recommendation to annul the Hurry Bhugtee bhandry, in the Govindrow Guikwar case, which happened to be incidentally alluded to by Lulloo Bhugwan, as one of the cases pending at the time of Joteshwur's mission.

3. In reply to this, I have merely to point out that the charge specified "on or about July 1848," as the date of the occurrence, whereas my report, recommending the cancelling of the Hurry Bhugtee bhandry, was not written till the 31st of August following.

4. That the goomashtas of the Hurry Bhugtee firm, should include the case of Govindrow among the matters under discussion three or four years ago, when questioned as to what cases were then pending, is natural, for the claim had been advanced by the firm against Govindrow for many years previous; but Joteshwur, as well as Bhugwun Bowanee and Lulloo Bhugwan, in their sworn deposition before me, distinctly declare that the subject on which Baba Nafra consulted with Nursoo Punt was Joitiebaee's complaint, which her mother Larbaee was then prosecuting in Bombay, and that this was the principal object of Joteshwur's mission. The two former make no allusion to the Govindrow case, and Lulloo merely does so incidentally, as one of the cases then pending; and when again examined before the commission, both Bhugwan and Lulloo are perfectly consistent in describing the Joiteebaee case as the chief object of the mission.

5. Joteshwur's perjury before the commission renders his former testimony unavailable; but it is, I trust, recorded in the case. But the mere fact of the man having now forsworn himself, must, I presume, be held as more damnatory to the accused than even his previous direct evidence against him, for none but the accused could have been interested in inducing that perjury.

6. That Joteshwur, Bhugwan Bowanee, and Lulloo Bhugwan, implied July 1847, when deposing before me, instead of July 1848, as erroneously translated, is shown by their stating, in those depositions, that three days afterwards a hoondee on Bombay, for 2,000 rupees, was obtained from Bechur Soorchund and delivered to Joteshwur, who cashed the said hoondee in Bombay on the 18th August 1847, as proved before the commission. This fact having been established, it is unnecessary for me to say anything further regarding the date; but I beg to lay before you petitions from Joiteebaee and her mother Larbaee, dated 15th June, 29th July, and 2d August 1847, which will satisfy you that Larbaee was then in Bombay, and had been so since March of that year, prosecuting her daughter's cause, to counteract whom was the principal purpose of Joteshwur's mission.

7. Nursoo notices, as a discrepancy, Bhugwan Bowanee having in this case given the Marugshur year, whereas in Cases 1 and 4, his, and also the depositions of Damodhur and Bappoojee, are dated according to the Duvalee year. The explanation is simple. The other depositions of Bhugwan (which I have not here to refer to) may happen to have been taken from Margshir to Vyshak, during which period the "Marugshir" does not prevail. Damodhur and Bapoojee's depositions related, I find, to what had taken place within that period; besides, they are in the habit of transacting shop business alone, where the Duvalee calculation is used. They naturally, therefore, would use that mode of computation; whereas Bhugwan, having the management of villages mortgaged to the firm, and of general transaction with the Durbar, &c., would be apt to date according to the Marugshir mode of computation.

8. As

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8. As to Nursoo Punt's deductions, that because Bhana (the former vakeel whom Joteshwur superseded) had a previous understanding with Mr. Craig and Ragoba, that because Ragoba introduced Craig to Joteshwur, and that because he (Nursoo) had no previous acquaintance with Ragoba, he could not possibly have suggested sending Joteshwur to Mr. Reid, it is such sheer quibbling as to be unworthy of reply. Nursoo is not accused of instructing Joteshwur how to reach Mr. Reid; he is accused of having indicated Mr. Reid as the party to be applied to, and Joteshwur would of course look to the Baba's Bombay agents for the means of obtaining access to that gentleman. They well knew that Mr. Reid was not accessible to such influences, but they did not undeceive the Baróda envoy, because it was their object to secure to themselves what Joteshwur supposed reached Mr. Reid.

9. Nursoo infers that, because Joteshwur did not mention Mr. Reid's name on his first examination, he had been instructed to do so when examined the second time. On turning to those depositions, you will observe that when first examined he denied everything; when next examined he disclosed much, and every tittle then disclosed by him at Baroda was confirmed by Ragoba in Bombay, and by the Bombay sowcars' books, not only as respects the sums paid to Mr. Craig in Bombay, but as regards the name of Mr. Reid having been used.

10. Nursoo declares that the papers under attachment contained nothing to cause Joteshwur to apprehend their being examined. That Joteshwur did dread their examination is shown by his disclosing what he did to prevent their examination, which disclosures have been proved to be truthful. He from the first said they contained nothing relating to recent transactions (those papers having been left in Bhoy), but he admitted that they would criminate others to whom he had religious ties. When examined before the commission, only the few papers bearing a date subsequent to 1848 were looked at, all those of an older date being put aside; but enough was seen of the latter to show that they convict Joteshwur's allies, Briglal and Sarabhoye, of the practices which he was so anxious to conceal, but which I am interdicted from inquiring into.

11. I see nothing further in Nursoo Punt's supplemental defence requiring notice.

I have, &c.
(signed) *J. Outram,*
Resident.

Baroda Residency,
29 September 1851.

SIXTH CHARGE.

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(signed) *W. E. Frere,*
Special Commissioner.

Baroda, 21 October 1851.

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PROCEEDINGS.

Wednesday, 13 August 1851.

THE Commissioner resumes proceedings to-day from the adjournment of yesterday.

The prosecutor and accused are in attendance.

The prosecutor proceeds to address the Commissioner in explanation of the sixth article of charge.

The prosecutor gives in the following documentary evidence, which is recorded:—

Letter from Colonel Outram to the Chief Secretary to Government, No. 209 B., dated 7th September 1850, with Appendix (H.) (A.)

Ditto, ditto, No. 229, dated 26th Sept. 1850, with accompaniments (B.)

Ditto, ditto, No. 244, dated 11th October 1850, with accompaniments (C.)

Ditto, ditto, No. , dated 21st October 1850 (D.)

Ditto, ditto, No. , dated 18th April 1850 (given in on the first charge), and accompanying "Statement of Facts" (E.)

The prosecutor now proceeds to call the witnesses in support of the prosecution.

Joteshwur Icharam is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Joteshwur Icharam.

I went to Bombay in 1903; I was then taken into Hurree Bucktee's service. I came back in 1904, and lived sometimes here and sometimes in Bombay. I went to Bombay on business; it was the Baba, Baba Nafra, sent me. There were three or four pieces of business; one the Shastree's business, another Baskerow Wittul's, a third Govindrow Futtehsing's, and a fourth the Shettanee's. I was to make petitions about Govindrow Futtehsing's business; the petitions were to be made to Government. My master knows why he sent me instead of sending petitions by post; I was to write petitions and give them to the Government, and then to write the answers here. It was to the Governor and Council I was to make petitions; I was to make petitions in the Governor's name, in no other gentleman's. I went one Saturday and saw the Governor in kutcherry, and made my salam to him, but did not see him again; I did not meet any other gentleman. I was only sent to Bombay to make petitions. I spent about 25,000 or 30,000 rupees in Bombay; I staid in Bombay three years to spend this money. I had 100 rupees a month; 50 rupees for pay, and 50 for expense. I deposited 8,500 rupees on account of an attachment on the house of Hurree Bucktee in the Supreme Court, and about 1,000 rupees to the barrister. It was at the suit of Balcristn Gopall the attachment was levied; the money has since been recovered from the sheriff, and been brought back here about a month or fortnight ago. I do not recollect the date on which I gave the money to the sheriff; I had his receipt for it, and having sent back that, got the money. It was not cash, it was notes that I gave the sheriff; I got some notes from Brijlall Doolubh, and others from Jevurchund Atmaram. I did not get all from Brijlall Doolubh of the money I had to pay into court; I got some from both. I got 10,000 rupees notes from Brijlall Doolubh on Poush Vud 10th, 1905; I gave that to Mr. Craig, an European. I had been moving about everywhere, but met no one who would do my work for me; but seeing him, and he promising me to settle my business, I gave him the money with that desire. He did not mention for whom he took this money. I do not know who he was that he should have settled my business for me; I paid the money on his statement. I did not give the money to be paid to Mr. Reid, he said he would give it to him. Baba Nafra did not send me from here to see Mr. Reid, he sent me from this to do the work. I did say before, that Baba Nafra had told me that Nursoo Punt had said that I should go to see Mr. Reid. I was not present when Nursoo Punt said this: "I did not say before to any one, that about Sumbut 1904 the moonum goomashta of my Shet, by name Baba Nafra, called me one night about eight o'clock to his house, and desired me to go to Bombay as a case of our Shet's is going on there, and that he had got Dufterdar Nursoopunt Dada's advice in the matter, who said, 'Send a person of your's to Bombay, and on his going to Mr. Reid the business would be instantly settled.' Nursoopunt, Dada Lulloo Bugwan, and Bugwan Bowanee were sitting there at the time." What I said then is what I have said now. I did not meet Mr. Reid when in Bombay; I went once to Mr. Reid's when in Bombay, and took some fruit to him, but I did not see him again. The signature on the paper now shown me is mine.

The above document is recorded (F.)

Wrote letter to the Resident enclosing the above document and copy of the above deposition, with a request that he will forward them, together with the witness Joteshwur, to the proper authorities in Baroda, in order should perjury be proved against him, and the crime as now committed be punishable, that he might be punished for it (G.)

The witness is removed in custody.

Bugwan Bowanee is called in, and Affirmation having been administered to him, he is examined by the Prosecutor.

Bugwan Bowanee.

I was goomashta in Hurree Bucktee's firm about three years ago. I saw Nursoopunt there once, it is true, about that time; he came there about Baba's having snatched away Joitabhaee's child Moteelal. At that time they sent for Joteshwur Bhut, and had some conversation about sending somebody to Bombay. Larbhaee was then in Bombay, and it was about her that he was being sent. He was to go there and meet Mr. Reid, and to settle the business, and if a rupee or two was to be spent anywhere, he was to spend it. It was Baba mentioned Mr. Reid's name. Joteshwur is a Bhomia of Bombay; he is always going to and coming from there. I am not certain that Nursoopunt was present when Mr. Reid's name was mentioned, but it is true he will have been sitting there. When Joteshwur was going, I gave him a draft for 2,000 rupees, and 150 rupees or so in cash. I am not sure without looking at the books what money Joteshwur spent, but it will be 35,000 rupees or so; the business has not been settled. Basker Wittul's case, the Shastree's case, and Joteebhaee's case, were pending at that time. I do not know whether there was any question about the guarantee then pending. Papers passed between them about Govindrow Guicowar's case. The Baba knows about that; he read the letters, and wrote the answers. I, Lulloo Bugwan, and Baba were sitting there, and Nursoopunt, when the Baba said he had no goomashta to send to Bombay, but that he would send for Joteshwur, and when he came they went and sat apart, and I and Lulloo sat apart. It was Tatia Nursoopunt that recommended to send a clever gomashta to Bombay. It was Baba mentioned Joteshwur; he said the goomashtas were Banians, and ignorant of Bombay, but there was the Gooroo Joteshwur to send. Nursoopunt said that he, Joteshwur, should meet Mr. Reid and settle the business about which Lardbhaee was gone, and then to carry on the other business. He was first to meet Mr. Reid in private, and then take the business to the cutcherry. I do not know what office Mr. Reid had, but Baba said that the business had been much improved by sending Joteshwur to Bombay. Joteshwur's pay was stopped in Shravun (July, August) last, I think; he has never received any since.

Cross-examined by the Accused.

You came two or three times to the shop. I do not know anything about your having gone to Joitabhaee on public business or not; I know when you came to dewan khana. You might have come to the dewan khana or elsewhere the two or three times I saw you. You came once or twice to the dewan khana, and the door being shut to, and a peon sent there; I know no more. The conversation about Joteshwur was in the Baba's house. I do not recollect what day it was, but it certainly was in Assad; it was three or four years ago. I do not recollect in what year Joteshwur first went to Bombay. We were sitting in the dewan khana, upstairs in Baba's house. It was at night you came; it was between eight and nine in the evening. I and Lulloo Bugwan were there, and you came after. It was in the dewan knana in the Baba's house. I saw you once in the Baba's house; I never saw you there oftener. I do not recollect whether Lardbaee was here or in Bombay at that time. Baba Nafra imprisoned me in 1906. I was sitting 15 cubits or so from you when you were talking to the Baba; I heard some, and lost some of what you were saying. The first of your conversation was about Joitee Shetanee's mother being in Bombay. How can I recollect now who spoke first? Your suggestion to send to

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to Bombay was part of the conversation I overheard, and so I know it. Joteshwur came after you did; you sat there for about an hour. I do not recollect whether Joteshwur was sent for, or came of his own accord. I have to go and pay my respects in the morning and evening, so I went to the Baba's; sometimes I do not go there. There were no others at that time in the house. I could hardly hear in the room, and how could people at that time of night below in the road hear what was said in the dewan khana. The dewan khana will be eight cubits or so above the road; there must have been sepoys and others at the door below. How can I recollect the sepoys' names; did I go and see who of the house were below: he has three houses, how can I tell them all? Consider the affirmation I have made in God's name to be in Runchor's. I will lay my hands on Runchor's feet, and swear that I saw you in Baba's house. I heard Mr. Reid's name, Joteshwur's, Brijlall Doolubh's name, and much more. I heard some, and did not hear some.

[The witness, admitting the above, withdraws.

Lulloo Bugwan is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Lulloo Bugwan.

I saw Nursoo Punt in Baba Nafra's house; it was once. It was in Asad; I do not recollect the year; it was about three years ago; he came to Baba's about a watch of the night. I, Bugwan, and Baba were sitting there, and when he came in we went to a distance, and Nursoo Punt and Baba conversed. I heard some of their conversation; they were talking about the Shetanee Joitee's child, and her mother having gone to Bombay, and about Basker Row and the Shastree. Nursoo Punt said that some good person should be sent to Bombay; the Baba said he had no confidence in the Banians, but that Briglall's Gooroo Joteshwur was right, and he would send him. Joteshwur was sent for, and they asked him if he would go to Bombay, but I did not hear more; and the Baba sent him in two or three days to Bombay. This conversation was in the upper room of the Baba's house. I do not know who went to call Joteshwur. He said that Mr. Reid was to be met in Bombay, and the business settled. It was Baba said that Mr. Reid was to be met; Nursoo Punt was present when the Baba mentioned Mr. Reid's name. I do not know where Mr. Reid was to be met; I do not know whether Nursoo Punt said anything about Mr. Reid. Joteshwur was sent, and drafts were sent with him, and he must have had money to spend; money was sent after him too. I have not seen any advantage from Joteshwur's going to Bombay; Baba Nafra knows whether there was any loss; I do not. Baba imprisoned me; he got up some accusation against me of conspiracy against him, and loss of money; he had guards over me for some weeks; this was last year. The guards were placed in Chyter last; the Guicowar removed them. I never made any complaint against him.

Cross-examined by the Accused.

It was in Asad that Joteshwur first went to Bombay; I do not know in what year. I do not know whether Baba had ever employed Joteshwur before. I go to the Baba's every day; it is my custom. There were no others upstairs at the time. I do not know how you came to the Baba's house; I was upstairs, and you came up, that is all I know. You sat there for an hour (2 or 2 ½ gurrees); it was in the dewan khana upstairs; I was sitting 10 or 12 cubits off apart. I heard what you said when you spoke well, but I lost the rest of what you said. I do not know whether there were any others with you; you came up alone. I remained after you went; the Baba went to send you; that is all I know. Lardbaee had run away at that time, and she was wherever she might please to be; I cannot tell where she was. I know you to be Nursoo Punt, and the Resident's karbaree, but have no other acquaintance with you. There was no charge about Joitabhaee Shetanee's child proved against me before the Guicowar authorities. My son is in prison because he might have written a paper in that case. The God by whom I have affirmed is Godunath. I would place my hands on Godunath's feet, and swear by him that I saw you in Baba Nafra's house, and heard you talk about Mr. Reid; I only heard Mr. Reid's name; I did not hear any other gentleman's name.

[The witness, admitting the above, withdraws.

These being all the witnesses that the prosecutor is desirous of examining in Baroda, and proposing to send questions to be put by the Commissioner to persons in Bombay, the Commissioner, as it is late, determines not to enter upon that subject, but adjourns proceedings till to-morrow.

(signed) *W. E. Frere.*

Thursday, 14 August 1851.

The Commissioner resumes his proceedings from yesterday.

The prosecutor and accused are in attendance.

The prosecutor submits questions, which he proposes to have put to Captain Barr in Bombay.

As the questions proposed tend only to show the steps taken by the prosecutor in tracing out the present case, with the exception of two or three upon which better evidence can be obtained elsewhere, the Commissioner does not think it necessary to have Captain Barr examined.

The prosecutor then gives in a paper of questions to be put to Ragoba Rorabee, a clerk in the Pay-office in Bombay, which after being corrected, are recorded (H.)

This witness not being mentioned in the list of witnesses, the accused is asked what time he will require to put in the questions on cross-examination, and as he states this evening will suffice, no further adjournment is required.

The prosecutor not offering any further evidence, the Commissioner is of opinion that the evidence of Brijlall Doolukh and Jewurchund Atmaram, or the Moonum Goomashta of the firm from whom Joteshwur says he received the money he spent in Bombay, should be examined, and he therefore determines to send the following questions:

1st. Did your firm, from the month of Magsur, Sumbut 1904 to the end of Jeyet 1906, pay any sums of money to Joteshwur Itcharam, vukeel of Baba Nafra, of Baroda?

2d. Have you entries of these payments in your books; produce them, and give extracts from them, from both the journal and ledger?

3d. Have you any means of ascertaining what were the numbers on the notes which you gave him, and if so, mention the numbers?

The prosecutor then requests to be allowed to open the bundle of papers belonging to Joteshwur, referred to in his memorandum of proceedings, forming Appendix (H.) to (A.), as Joteshwur, by having forsworn himself, has forfeited all right to have them returned to him unopened, as he now thinks it possible that papers throwing light upon this case may be found among them. The Commissioner being of opinion that this case is now involved in the greatest obscurity both as regards Nursoo Punt and Mr. Reid, and that any evidence tending to elucidate the fact how Mr. Reid's name was used, and how far Nursoo Punt was implicated in the use of it, and as secondary evidence might be found among these papers, though direct evidence is wanting from Joteshwur's perjury, determines to accede to the request, and allow the papers to be examined in his presence and in that of the accused.

The papers having been examined, all bear dates prior to Sumbut 1904, the supposed date of the commencement of the transactions in this case, so that further notice of them is unnecessary.

The accused proposes the following questions to be put on cross-examination to Ragoba, which are added to (H.)

1st. Did you ever meet me, and have you any acquaintance with me; and if so, state when and where in detail?

2d. If Baba Nafra wrote any letter to you about me, show the letter, whatever it may contain on the subject.

3d. If you had any correspondence with me, or with any one on my behalf, on any subject, produce the letter.

The Commissioner further appends questions on his part, and they, together with the questions to the Sowcars, are forwarded to the Commissioner and Clerk of the Court of Requests in Bombay (H.), with a request that he will take the several witnesses' answers on oath, and return them with as little delay as practicable; and this case is adjourned until the answers are received.

(signed) *W. E. Frere.*

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Monday, 8 September 1851.

RESUMED this case from the 14th ultimo.

The prosecutor and accused are in attendance.

The answers to the questions sent to Bombay on the above date are read and recorded.

Rugoba Moroba's answers (I.)

Vrijbookunda's Narayendar's answers on behalf of the firm of Brijlall Doolubdas (J.)

Takeedas Moolchund's answers on behalf of the firm of Jeverchund Atmaram (K).

The prosecutor having nothing further to offer in this case, the prosecution is closed, and the accused requesting to be allowed until Monday next, the 15th instant, to prepare his defence, proceedings are adjourned accordingly.

(signed) *W. E. Frere.*

Monday, 15 September 1851.

RESUMED this case from the adjournment of the 8th instant.

The prosecutor and accused are in attendance.

The accused gives in his defence, which is read and recorded (L).

The accused then calls for and puts in the following exhibits, which are recorded:

Letter from Mr. Secretary Malet, No. 2329, dated 24th June 1849, enclosing copy of petition from Banabhaee Teekum (M.)

Extract from Baba Nafra's explanation to the Resident, of sums said to have been embezzled by him (N.)

Extract from the decision of the jury appointed by his Highness the Guicowar to try Baba Nafra and others (O.)

The accused then calls the following witnesses:

Narrayenrow Gopalpadya is called in, and the Affirmation having been administered to him, he is examined by the Accused.

Narrayenrow Gopalpadya.

I have been 10 or 12 years in Baba Nafra's service; I never saw you come to Baba Nafra's house, nor have I ever heard that you did come. You never had any acquaintance or communication with him.

Cross-examined by the Prosecutor.

Baba Nafra used to sit to transact business on the upper story; what occasion was there for me to sit there of an evening; who knew when he would come; I know nothing of any who may have come there at night to speak with him.

I do not know whether Nursoopunt might have come there privately at night or not. I never saw Nursoopunt by day or night; what do I know of the night.

Re-examined by the Accused.

I do not remain in the Baba's house of a night. I know you by name; I might have heard your name; my work is worshipping in the temple; I do trouble myself about the house.

By the *Commissioner.*] There is a large road between the temple and the house; my house is separate; my business is in the temple; my house in 1848 was about a 10 minutes' walk from Baba Nafra's house. I left my house to come to the temple at sunrise and returned home sometimes at half-past seven in the evening, and sometimes at nine at night. It was not customary for me to salute Baba Nafra in the morning and evening, nor for him to salute me. Baba Nafra, if he was at home, came at prayer time to the temple, but not

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not otherwise. I had my meal in the evening before going home from Baba Nafra's, but in the temple, not in the house.

[The witness, admitting the above, withdraws.

Ramchunder Appabhut is called, and having had the Affirmation administered to him, is examined by the Accused.

Ramchunder Appabhut.

I have been 10 years in Baba Nafra's house; I have my meals in Baba Nafra's house; my residence is separate; my house is on the opposite side of the road from the Baba's; it is where the temple is. I never saw you come to the Baba's house; nor did I ever hear of your having done so. I have no acquaintance with you at all; I stay at the Baba's house till half-past eight in the evening; I know your name, that is true.

Cross-examined by the Prosecutor.

Baba Nafra sits up-stairs at night; I do not go and sit there, nor go there; I should know nothing about Nursoo Punt's going there, whether by day or night; I am not certain that there is any relationship between Nursoo Punt and the Baba, but I have heard that there is.

By the *Commissioner*.] I know nothing of Durbar business, whether there is enmity between Nursoopunt and the Baba or not; I am a Bhut and worshipper; that is my work.

[The witness, admitting the above, withdraws.

Prubakur Gopallbhut is called in, and the Affirmation administered to him, and examined by the Accused.

Prubakur Gopallbhut.

I have been six years in Baba's house this Shrawun; I have my meals in the temple; I am there night and day; I never saw you at the Baba's house, nor heard of your being there.

Cross-examined by the Prosecutor.

I do not know where Baba Nafra does his business; I am a worshipper in Nathjee's temple, and attend to that, and do nothing else; I should not know if Nursoo Punt came to the Baba's at night; I am at worship till nine, and then I and Thakorjee alone stop in the temple. What do I know about Nursoo Punt and Baba's relationship, I know my prayers and nothing else.

Re-examined by the Accused.

I do not know who there are staying at Baba's house, or anything about it.

[The witness, admitting the above, withdraws.

The accused stating that the Narrayenrow he required was Narrayenrow Carcoon, and that Narayenrow Poojarree is the man who has now been sent, he requests to be allowed until to-morrow to ascertain whether there is another Narrayenrow or not, and his request is complied with. The accused informs the Commissioner, that excepting as regards Narrayenrow his defence is closed; proceedings in this case are therefore adjourned until to-morrow, in the event of the accused finding his witness; and in the event of his not being able to find him, proceedings are adjourned until Monday, the 22d, when the prosecutor will give in his reply.

(signed) *W. E. Frere.*

Baroda, 22 September 1851.

Resumed proceedings from the 15th instant, Nursoopunt having informed the Commissioner that he had no witnesses to call on the 18th.

The prosecutor and accused are in attendance.

The prosecutor addresses the Commissioner in reply to the defence, and in support of it wishes to put in an explanation by his native agent to show that the month of Ashad 1904, which he has made correspond with July 1848, does really correspond, according to sowkars, with July 1847.

As

As it is in evidence before the Commissioner, having been stated by Jeyram Hybutrow, in his deposition on the Seventh Charge, page 1619, that the year of accounts commences with the Mrig. in this part of the country, and the accused has brought no evidence to refute it, the Commissioner does not think this proof requisite.

The prosecutor requests to be allowed to record his report to Government, No. 47, dated 31st March last, in the Joitabhaee case, to prove first, that Lulloo Bugwan and Bugwan Bowanee had, in July 1850, been admitted as approvers against Baba Nafra; secondly, that the further the inquiry was carried on, the more clearly did it establish their honesty and the truth of their assertions; thirdly, that they had been in the Baba's confidence, and were cognisant of his rogueries and the means by which he sought a successful issue to them, and therefore that it is probable they were in Baba Nafra's confidence at this time, and aware of his intention to send Joteshwur to Bombay, and the object in view.

This being already recorded in the first charge, and not being required to rebut evidence produced by the accused, the Commissioner does not think it requisite to record it here, as he can weigh what evidence has come before him in one case, against mere assertions in another.

Sundry memoranda from the Durbar, to prove that what in this case would appear to be July 1848, according to the common computation, does, according to a mode of computing time common in Baroda, really correspond with July 1847.

As this would be proved by the year commencing with the Mrig instead of the Dewallee, the Commissioner does not think the evidence requisite, nor, indeed, admissible, as it is not offered to refute evidence, but mere assertion.

The first part of Colonel Outram's report on Khutput, to prove that his inquiries into Khutput were not prompted by any ill-will to the accused, but was a mere continuation and development of labours on which he was engaged 13 years ago.

This being offered only to prove the prosecutor's motives, and not to refute evidence produced by the accused, cannot be received.

The prosecutor wishes to recall Bugwan Bowanee, to prove that the item of 2,000 rupees which he gave Joteshwur to take to Bombay is not the item of that amount referred to in the accused's defence.

The Commissioner is of opinion that from the Appendix to (A.) it appears that the hoondee in question was obtained from Bechur Soorchund, and from Exhibit (K.) that that sum was not paid upon Bechur Soorchund's hoondee, and therefore that further explanation is desirable, determines to comply with the request, and

Bugwan Bowanee is accordingly called in, and the Affirmation having been administered to him, he is examined by the Proseutor.

Bugwan Bowanee.

The hondee for 2,000 rupees which I gave Joteshwur to take to Bombay I got from Beechur Soorchund's. It was three or four years ago; by looking at the books I can tell the date. On looking at the books, I find it was in Sumbut 1903, Shravun Vud 9th, and that *Rs.* 2,297. 0. 9. were paid; 297 rupees was for premium.

Cross-examined by Accused.

The year in this book commences with the 1st of Karteg; Sumbut, according to all the sowcars and traders in Baroda, commences with Karteg; the Sumbut, according to the Government year, changes with the Mrig.; all the orders which I receive from the Durbar come with the date of the year as commencing at the Mrig.; they do not contained Fuslee or any other mark.

By the *Commissioner.*] The hoondee mentioned in my deposition of last year will be the above hoondee for 2,000 rupees. I have mentioned the hoondee in my deposition as being in 1904; as that was according to the Government calculation, the books are according to the mercantile calculation; the day of the 9th Shrawun is not entered in the books; but at the beginning of the month it is entered Shrawun Sood 1st, Wednesday.

[The witness, admitting the above, withdraws.

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Martundrow Madewrow is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Martundrow Madewrow.

I go sometimes to Baba Nafra's house; I go to worship in his temple; I have seen Nursoopunt there about three years, or two and three-quarters ago; he was in the temple; Nursoopunt and Baba Nafra were both sitting there in the temple; they were talking there, but what about I do not know. There were no others there at the time; it was about seven o'clock or so in the evening. I only saw them this once. My only reason for remembering having seen them is because they were there.

Cross-examined by Accused.

I have been Jumnabhaee's gomashta since 1901; I have known you since the 3d year of my being in Jumnabhaee's service. Sir R. Arbuthnot was then Resident. I and Puntojee were not in the habit of going to Baba Furkey when Jumnabhaee's case was going on. I do not know whether Puntojee was there or not. I never mentioned having seen you at Baba Nafra's before. It was the day before yesterday that Soorujram asked me about it, and then I mentioned it; it was in the office he asked me; no others were by at the time. I do not know whether you were favourable to Jumnabhaee or to Banabhaee in their dispute. It was in the afternoon Soorujram spoke to me; I live in Buranpoora. I do not know why Soorujram questioned me. I have business in the office, and came to inquire how it was going on.

[The witness, admitting the above, withdraws.

Gunputrow Sucaram is called in, the Affirmation having been administered to him, he is examined by the Prosecutor.

Gunputrow

I sometimes went to Nursoopunt's house when he was employed here; I have never been to Baba Nafra's. I never saw Nursoopunt go to Baba Nafra's house. I used to go every two or three days to Nursoopunt's; sometimes for business, and sometimes with no object; sometimes in the morning, and sometimes in the evening.

By the *Commissioner.*] I never saw Baba Nafra at Nursoopunt's. I heard that Nursoopunt and Baba Nafra had some dispute at the Residency about Govindrow Guicowar's business. I have not heard since whether they are friends or enemies. I told the native agent on Saturday that I saw Nursoopunt in his cart in the street in which Baba Nafra's house is, but whether he went into the house or not, I cannot tell; the street is a large thoroughfare.

[The witness, admitting the above, withdraws.

Hurreelal Brijlall is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Hurreelal Brijlall.

I am Bechur Soorchund's goomashta. On looking at my monthly cash accounts for the Shravun 1903, I find that a hoondee was drawn for 2,000 rupees on Goolabchund Nunchund, at Bombay, in favour of Joteshwur Icharam, for Bugwan Bowanee, who paid *Rs.* 2,297. 0. 9. for it and other items. On the 10th, 47 rupees of it having been paid on the 15th, the cancelled hoondee will be in my shop; I will send and fetch it. I have the hoondee before me now, but the date of payment is not on it. I have the letter of advice from Gulabchund's firm, returning this hoondee cancelled, which is dated Badrapud Sood 9th, Saturday, but I have no further advice of the date of payment.

The accused has no question to put.

[Witness withdraws.

Govind Row Kristna is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Govind Row Kristna.

I know both Nursoo Punt and Baba Nafra. About the year 5, before I went to Benares, I one evening, about seven o'clock, was coming from the palace and met Nursoo Punt, who was getting out of his cart, and going into Baba Nafra's house; I saluted him and passed on. I had a torch with me and saw him.

Cross-

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Cross-examined by the Accused.

I went to Benares in 1905, and returned in that same year; I mean the year commencing with Karteg. I do not know whether there was any turmoil of a marriage at Baba Nafra's that day. I make the same salutation to Bhow Shastree, when I meet him, as I did to you; I have no other acquaintance with him. I have no friendship with Baba Furkey; I merely salute him with two hands. I was alone on my horse with the keeper and torch-bearer when I met you. What occasion was there for me to mention this matter before to any one? I mentioned it a couple of days ago to Soorujram; I gave the information to him myself; I heard the question discussed, so I went myself and told Soorujram that I had seen you there; I went to his house to tell him; it was in the morning I went; there was nobody with him. I have been sworn in the court to speak the truth, but if that does not satisfy you, I will even put my hands on my mother's feet, and swear by them to the truth of what I have said.

By the *Commissioner*.] I never heard of Nursoo Punt and Baba Nafra's enmity; they were relations. I only saw him this once at Baba Nafra's, and have no particular reason for recollecting it.

[The witness, admitting the above, withdraws.

The prosecutor having nothing further to produce in this case, it is closed.

(signed) *W. E. Frere.*

Thursday, 25 September 1851.

THE Commissioner having observed that the defence in this case goes entirely upon the assumption, that the date on which the offence was committed was about July 1848; he therefore asked the accused whether altering the charge to 1847 would affect his defence. Nursoo Punt informs him that, in that case, he should wish to add a postscript, but will not require to examine any witnesses; he is therefore directed to send in his postscript on the 29th instant, when it will be taken into consideration.

(signed) *W. E. Frere.*

FINDING.—*Sixth Charge.*

IN the Sixth Charge Nursoopunt is accused of having, " on or about July 1848, instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council.

In support of this charge, the prosecutor has filed five letters written by him to Government, (A.), (B.), (C.), (D.), and (E.); and has called Joteshwer Itcharam (page 1587), the person said to have been deputed to Bombay; Ragoba Moroba (I.), who assisted him in Bombay; Bugwan Bowanee and Lulloo Bugwan (pages 1588 and 1589 respectively); persons present when the plan of sending a person to Bombay was matured, and who, with Heeralal Brijlal (page 1594), gave some money and a hoondee for the purpose; the evidence of Brijlall Doolub and Juverchund Atmaram (J. and K. taken by Commission in Bombay), who afforded money to Joteshwer while in Bombay; and Martundrow Mahdewrow, Gunputrow Succaram, and Govindrow Kristna, to prove that Nursoopunt was in the habit of visiting Baba Nafra.

On the other hand, Nursoopunt records (M.) a letter from Government to the Resident, No. 2329, dated 24th June 1847, to prove that Bhanabhaee Trickum, having been Baba Nafra's agent in Bombay a year before Joteshwer went there, it was not at his instigation that Baba Nafra sent an agent to Bombay. (N.), an explanation made by Baba Nafra of certain items found in his accounts to prove that Joteshwer was in Bombay in 1847, and that the item of 2,000 rupees which he received from Brijlall Doolub on the 20th December 1848 was not the sum alluded to as having been sent with Joteshwer to Bombay; and (O.), extract from the proceedings of the jury who tried Baba Nafra and others, to prove that Bugwan and Lulloo were not worthy of credit.

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He also calls Narayen Row Gopal Padaya (page 1591), Ramchunder Appabut (page 1592), and Prabakur Gopalbhut (page 1592), to prove that he never went to Baba Nafra's; and from this evidence the Commissioner is to satisfy himself,

1stly. Whether Baba Nafra deputed Joteshwer Itcharam to Bombay about July 1848.

2dly. Whether Joteshwer was deputed there with the object of bribing Mr. Reid.

3dly. Whether it was Nursoopunt who instigated Baba Nafra to depute Joteshwer.

And, first, whether Joteshwer Itcharam was deputed to Bombay in July 1848:

Joteshwer's deposition (page 1587) shows that he was deputed by Baba Nafra to Bombay in Sumvut 1903 (October 1846 to 1847) and returned in 1904, while Bugwan and Lulloo (pages 1588, 1589) cannot recollect when the transaction took place, except that it was in Ashad (June, July) three or four years ago. Nursoopunt, in his defence (L.), urges that there can be no mistake about the time indicated by the prosecutor, for not only in the charge does he lay the year as 1848, but also in Appendix (II.) to his letter, No. 207 B., dated 7th September 1850 (Exhibit A.), he mentions it in the last para., as well as in the heading of the memorandum, as having taken place in 1848; while Joteshwer, Bugwan, and Lulloo, in those depositions which accompanied the above report, all depose to the transaction having taken place in Ashad 1904, which corresponds with July 1848; but from Baba Nafra's explanations (N.), and the accounts received from Bombay (J.) and (K.), it appears that Joteshwer was in Bombay in September 1847 and May 1848; and further, that Larbhaee, who Bugwan Bowanee (page 1588) says was in Bombay, and on whose account Joteshwer was sent there, has been proved by Exhibits in the first charge (B. 12 to B. 27) to have been from June to September 1848 in Baroda; and consequently Nursoopunt urges the whole account must be a fabrication. In reply, the prosecutor recalled Bugwan Bowanee, who deposes (page 1593) to having got the hoondee he gave Joteshwer from Bechur Surchund, and on referring to his books, he finds that it was on Shravin Vud 9th, Sumvut 1903 (3 September 1847); and this is confirmed by the goomashta of Bechur Soorchund's firm Hurreelall, who (page 1594) on referring to the cancelled hoondee, and the letter returning it to him from Bombay, shows that it was paid to Joteshwer some time prior to Saturday 9th Bhadrapud Sood (18 September 1847)

Bugwan accounts (page 1593) for his having spoken of what occurred in 1903 as having happened in 1904, by the fact of the Durbar year commencing at the Mrig. (5th or 6th of June) in each year; and if he were talking of the transaction in court, he would have called it 1904, though as a merchant it would be 1903.

Nursoopunt, in the 3d clause of the 2d para. of his defence, does not seem to imagine that the difference in the date in the charge could be the effect of an oversight, and arise from a confusion in the eras when turning Sumbut into the Christian year; but he attributes it to design, and as done with the object of strengthening the second and third charges, in which his malpractices are alleged to have been committed in June, July, and August 1848. The Commissioner cannot see any grounds for this supposition, and if the point had not been so vexed by Nursoopunt, he would have looked upon it as a mark of carelessness to be regretted, but not of very serious importance; but if the depositions by which Nursoopunt has tied these witnesses down to 1904, and consequently the transactions, as laid in the charge to July 1848, are to be taken as literally exact, they may be supposed to tend towards an accumulation of malpractices at that time, but certainly do not corroborate what has since transpired; and though the fact is beyond doubt that in his Highness's Durbar they alter the Sumbut with the Fuslee at the Mirg, still the Commissioner would have hesitated before giving full credence to the explanation afforded on this head, did it not appear to him to be refining too much to take the statement of "about Asad 1904" as meaning positively July 1848? And when we refer to the same statement from which Nursoopunt fixes the date as being 1904,

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1904, and find that Bugwan says he got the hoondee from Bechur Soorchund's, and from his books find corroboration of the transaction having taken place in Shrawin 1903 instead of Asad 1904, we are justified in assuming that the fact of purchasing the hoondee from a particular person was more impressed on his memory than the date; and whatever effect it might have upon the charge and defence, the witnesses were on both occasions, before the Resident as well as before the Commissioner, deposing to a transaction which took place about August or September 1847, and that at that time, and not in July 1848, Baba Nafra deputed Joteshwer to Bombay.

The Commissioner having come to the opinion that the year mentioned was a mistake, and seeing that Nursoopunt in his defence had contented himself with little more than showing the mistake of time, informed him that if he had anything further to urge in his defence, assuming that Joiteshwer had been sent to Bombay in 1847, the Commissioner would receive it; and upon that Nursoopunt gave in on the 27th September a supplement to his defence, in which he further urges that the error in date was not the effect of accident, but design, and declares that, whether in 1847 or 1848, he was not concerned in Joteshwer's being deputed to Bombay.

The second question is, with what object was Joteshwer deputed to Bombay.

Joteshwer says (page 1587) that he went to Bombay, and in about three years spent 25,000 or 30,000 rupees, and that out of this he gave 10,000 rupees to Mr. Craig, who (from his statement it would appear he had met him almost accidentally) told him he would give it to Mr. Reid, but he denies that Baba Nafra deputed him from this to bribe Mr. Reid, though on a former occasion he declared that the Baba did depute him for that purpose. His evidence, therefore, now is of no use.

* Page 251.

Bugwan Bowanee (page 1588), and Lulloo Bugwan (page 1589), depose to having overheard the conversation about sending Joteshwer to Bombay, and that Mr. Reid's name was mixed up with it, while Ragoba, a clerk in the military pay office in Bombay, deposes (I.) to Joteshwer's having come to him with a letter from Baba Nafra to Mr. Craig, a person employed in the Political Department of the Secretary's office, and to whom Ragoba took him, in consequence of a note he had received a few days before from him (Mr. Craig). This letter to Mr. Craig was read in his presence, and it referred to an anonymous letter received by Baba Nafra from Bombay, and stated that 2,000 rupees, as therein required, were sent by Joteshwer, which was subsequently paid in Ragoba's presence. Craig told Ragoba that the money was to be paid to an influential person, but would not mention his name; so Ragoba refused to have anything more to do in the business, but appears to have relented when he himself got a letter from Baba Nafra. Joteshwer informed Ragoba that Craig made him believe that Mr. Reid was the person whose influence was to be obtained.

On this evidence Nursoopunt remarks upon Bugwan and Lulloo's characters, and the credibility to be attached to them, but as they are the only witnesses to establish the third point, the Commissioner will reserve his remarks until he comes to inquire into that.

In the 4th para. of his defence, Nursoopunt admits the fact of Joteshwer's having been deputed to Bombay, and of his having squandered money there, upon which they now attempt to found a charge against him, Nursoo Punt; and in the 5th para. he asserts it as a fact too well known to require any detailed explanation, that there are half-castes and English writers in Bombay who swindle agents sent there on business in every imaginable way, and the agents themselves also misappropriate the funds entrusted to them by falsely taking gentlemen's names, and by assertions of paying for information and writing petitions; so that we may take it to be admitted that Joteshwer did, in about three years spend about 30,000 rupees in Bombay, and of that gave 10,000 rupees to Craig about 20th January 1849, who, it appears from Ragoba's statement (I.), fled from Bombay early in that same year, and that he led his constituent, Baba Nafra, to believe that this sum, and probably more of his cash, was spent in corruption, and that Joteshwer was deputed to Bombay with that object. But any further inquiry into the belief here shown to exist, so detrimental to the character of Europeans in this country, is not within the province assigned to the Commissioner, and he will therefore proceed and consider the third point, whether it was Nursoopunt who instigated Baba Nafra to send Joteshwer to Bombay, which will also embrace the inquiry whether the object with which Joteshwer was sent to Bombay, and which we have seen above, was to corrupt certain parties there, was especially to corrupt Mr. Reid, or merely, as has been shown above, that he went to Bombay to carry his point by corrupting any or all who might be useful.

To this point we have the evidence of Bugwan and Lulloo alone; but both their accounts tally, that Mr. Reid was the person Joteshwur was sent to meet in Bombay, though Bugwan alone knows that Nursoopunt mentioned Mr. Reid's name, and suggested meeting him.

Against this evidence, Nursoopunt urges that he never was in Baba Nafra's except on one occasion in Sumvut 1905, when he went with the assemblage on the occasion of a marriage there, and that in 1904 he had frequent occasion to go there on business by the Resident's orders; but then he was always attended by peons, and of those visits minutes are to be found in his memorandum book. That the evidence of Joteshwer is defective, as not showing what means Nursoopunt had furnished to him to identify Mr. Reid, with whom Joteshwer was not previously acquainted; that he, Nursoopunt, had but the slightest acquaintance with Mr. Reid, only having seen him about seven or eight times in twelve years, and never having sat an hour with him at any time; that Mr. Reid's character was too well known, and was far above suspicion; that it would have been more probable that he should have recommended bribing the Resident or his assistant than a man drawing Mr. Reid's high salary; that he never heard Joteshwer's name before he saw that he was to be brought as a witness against him, and that Lulloo and Bugwan are not worthy of credit; that they have been convicted, as appears from Exhibit (O.), of being Baba Nafra's accomplices in the offences for which he is now undergoing punishment; but that having quarrelled with him, and made their peace with the Resident, they have escaped punishment, but that their characters are tainted.

The Commissioner is well aware that in inquiries of this kind, it is hardly possible to find untainted witnesses who have any knowledge of the transactions they are called to depose to. A man from being mixed up with wrongdoers must at the outset admit himself to be of doubtful character; but after the solemn adjuration with which Lulloo and Bugwan affirmed their depositions upon Nursoopunt's cross-examination, the Commissioner is bound to conclude that before Nursoopunt called upon them so solemnly to ratify their assertions, he was prepared to be satisfied with their answers, whatever they might be, whether favourable or unfavourable, to himself. Moreover, the very acts which Nursoopunt quotes against these men add probability to their stories, by showing that they were intimates and accomplices with Baba Nafra in one crime, and are therefore the very people to have been in his confidence and cognisant of his other misdoings. There is an inconsistency in Nursoopunt's assertions regarding these men, which the Commissioner cannot reconcile, and Nursoopunt does not account for. It is, how these men, when they quarrelled with Baba Nafra, threw themselves into Colonel Outram's hands, and turned against Baba Nafra's enemy, as Nursoopunt would make us believe himself to be. Surely if Baba Nafra and Nursoopunt were at enmity, it would be more natural for Baba Nafra's enemies to side with Nursoopunt than to turn against him.

To support his assertions, that he never but once visited Baba Nafra, and that on an occasion of rejoicing, in company with many others, Nursoopunt called three witnesses, Narayen Row, Ramchunder, and Prubakur, all worshippers in the temple at Baba Nafra's house, but none of them able to speak of what might occur there after eight or nine at night; so that their evidence is of no use. But to rebut it, the prosecutor produced three other witnesses, Martundrow, Gunputrow, and Govindrow. The first speaks to having seen Nursoopunt and Baba Nafra once in the temple together; but having no reason for remembering the circumstance, the Commissioner does not give much weight to this evidence. The second, Gunputrow, only saw Nursoopunt's cart in the street once; but as the street is a thoroughfare, this evidence is of no use. But of the truth of Govindrow Krishna's evidence, the Commissioner cannot entertain a doubt; for, independent of Nursoopunt's having put to him an adjuration similar to that he put to Bugwan and Lulloo, his manner placed him above suspicion, and the accused expressed his astonishment at seeing a man with whose father he had been for years on friendly terms appear against him. Subsequently,

Pp. 1591, 1592.

P. 1594.

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sequently, however, on the 25th September, Nursoopunt presented a memorandum to the Commissioner, in which he says that, upon further consideration, he recollects that this Govindrow Kristna had urged some petition to the Resident, which having been unsuccessful, he has now, with a view to obtain his object, and in anger against Nursoopunt, got himself called as a witness; and in support of this, he produces an order given by the Resident on the 20th October 1847, in which he informs the petitioner, Lado Kristna, on whose behalf Govindrow appeared, that he could not interfere regarding his claim for nemnook and a palanquin, but if he had anything further to urge regarding the land, he might present another petition. Colonel Outram, on the other hand, has, in reply, produced two orders given on the 8th and 20th January last, to this same party, more unfavourable than those Nursoopunt produced, and consequently Govindrow's desire could not be to requite Nursoopunt for the injury he had done him; his only object must be to obtain favour; but that idea does not alter the Commissioner's opinion of the evidence. The Commissioner makes no remark on the extraordinary nature of the causes for enmity here assigned by the accused, who in other cases has tried to prove that he was a mere carkoon, and not one supposed to be accountable for the orders given by the Resident, but must admit he never met with an instance of a witness coming forward as Govindrow has done; though still he has no hesitation in declaring himself satisfied with the evidence, which is the stronger from Nursoopunt's adjuration to the witness. It does not, however, go far, as it shows but one instance of meeting; it, however (if that had not been done in former cases), displaces any idea of enmity existing between Nursoopunt and Baba Nafra, and therefore overthrows all inferences which can be drawn from that, and opens out the probability that Nursoopunt went to Baba Nafra's more frequently than he admits.

To prove his assertion that he never saw Joetshwur before, Nursoopunt has produced no evidence; indeed, could hardly be expected to do so; but, as Joteshwur's evidence (Nursoopunt not having had an opportunity of cross-examining) could not be of much weight against him, the point is hardly of importance.

With regard to Ragoba's evidence, Nursoopunt remarks (para 2d., clause 8th) that it is evident Craig and Baba Nafra had been in correspondence before Joteshwur came to Bombay; and that it was Craig, and not he, who instigated Baba Nafra to send Joteshwur there. For this idea there certainly appears good ground, though, from its not being ascertained when Mr. Craig first spoke to Ragoba on the subject, we cannot decide whether Baba Nafra's correspondence was previous, or subsequent to the conversation he had with Nursoopunt; and as the witnesses Bugwan and Lulloo only overheard parts of the conversation, we cannot take it to be proved that what they heard was the first of the discussion. Further, we find from Joteshwur's deposition before the Resident, which accompanies Exhibit (A.), that Colonel Outram had difficulty in ascertaining whether it was Creed (which, in sound, closely resembles Reid) or Craig to whom Joteshwur said he had gone; the Commissioner is inclined to believe that Craig might have been the name the witness overheard, which the hearer's ignorance of English names, or the false pronunciation of the speakers, did not allow them to catch, but which circumstances have led them subsequently to believe was Reid; and, as they did not overhear the whole conversation, but only parts of it, and Joteshwur was sent to Bombay in the last quarter of 1847, but the bribe supposed to be for Mr. Reid was not paid until January 1849, there are not sufficient grounds to conclude (Joteshwur having now or previously perjured himself) that Nursoopunt suggested that Joteshwur should be sent to Bombay, or that he was sent there to corrupt Mr. Reid; but the evidence does satisfy the Commissioner that Nursoopunt knew with what object Joeteshwur was sent to Bombay.

It might be urged that the evidence of these two men alone, even when so strongly adjured by the accused to speak the truth, is not sufficient to allow the Commissioner to arrive even at this conclusion; and the probability is, that were there but this evidence alone, the Commissioner would not have come to that opinion; but in weighing this evidence, we must weigh it against that for the defence, the strongest of which is the enmity which has existed between Nursoopunt and his relation, Baba Nafra. Of this Nursoopunt has produced

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no proof; and if enmity did exist between the native agent at the Residency and his relation, the manager of the largest firm in Baroda, some notable instances of it must have occurred during the six years Nursoopunt was here, and it must have been known to many people; and as this enmity, if proved, would have acted in defence as a perpetual *alibi*, so, like that line of defence when it fails, must it not only be held to weaken the defence, but to support the prosecution. Had enmity been proved, the Commissioner would have rejected this evidence altogether; but proof of it not even being attempted, the Commissioner does not fear having given undue weight to the depositions of these two men.

It is perhaps hardly necessary to notice the arguments, that Mr. Reid was above corruption, and that it would have been better to have attempted the corruption of the Resident and his assistant. The Commissioner need only remark, that the Resident and his assistant being probably well known in Baroda, it would be folly to suggest corrupting them unless they were known to be corrupt, and then the money would be paid in the usual course in which those men received it. While as regards Mr. Reid, though there is nothing shown in this case to cast any slur upon him, and the Commissioner from many years' acquaintance with him would never suspect him, still if the unprincipled proceedings mentioned by Nursoopunt in the 5th para. of his defence do exist in Bombay, there would be no cause for surprise if we heard that no member of Government, or person in authority there, was allowed to retain an unblemished name. At Baroda the Resident stands alone—known, if not personally at least by character, to all the inhabitants; but men in Bombay are only known here by their names or offices, and it would be more easy to convince men that those whom they never saw were corrupt, than that he to whom they might have daily access would succumb to that influence.

From the above, then, the Commissioner arrives at the conclusion that Baba Nafra did, about September 1847, send Joteshwur to Bombay, with a view to corrupting certain parties there, and that Nursoopunt was aware of his sending him, and of the object with which he was sent; but there is nothing to prove that Nursoopunt was the original instigator to it, or that Joteshwur was sent under the pretence of bribing Mr. Reid.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

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SEVENTH CHARGE.

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(signed) *W. E. Frere*,
Special Commissioner.

Baroda, October 1851.

SEVENTH CHARGE.

(A.)

TRANSLATION of a Petition from *Venayk Dhondeo Ubhyshunker*, residing at Baroda, to the Right Honourable the Governor in Council, dated Monday, Karteg Vudh 10th, Sumvut 1905, and received 25 November 1848.

NURSOO LUXIMON, the native agent of the Baroda Residency, has been in the habit of receiving bribes from several parties in certain disputes in which both Governments are mixed up, and which cases were being investigated through the Resident, and thereon, although the plaints of the opposite parties might be just, yet he used to misrepresent matters to the Resident, and thereby utterly ruin these poor people. He has also acted improperly in various other ways, and accumulated lacs of rupees. About two months ago, the Resident, Colonel Outram, became aware of some of his treacherous acts; at which time he being alarmed lest his villany should be exposed, and he thereby totally ruined, begged pardon, and sent in a petition to Government to be permitted to retire on his pension. This circumstance rejoiced all the people of Baroda, excepting a few who used to give him bribes, and get him to manage their business to their satisfaction. However, this native agent has now begun to give out openly: "I have interest with Mr. Reid, the member of Council; I have forwarded to him a petition, together with a memorandum of 'Kulum Bundee,' as my friendship with him is of a secret nature; however great a crime I may be guilty of, he will protect me. What

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What injury can others do to me, when even Outram's father cannot hurt me? I shall take my pension whenever it pleases myself; no one has read the further representations of the parties whom I have injured. Although the charge of murder was proved against Baba Nafra, the manager of the firm of Hurry Bhugtee, I did not allow even a hair of his head to be injured; on the contrary, I have caused the widow of Hurry Bhugtee to go about begging. In like manner, I will bring to utter ruin those who have rejoiced at the prospect of my leaving this place. Gunesh Punt Azay and Baba Nafra are my relations, and consequently I have ample resources with the Guicowar government; therefore I am not afraid of anything. I will spend as much money as may be necessary to secure the assistance of European gentlemen at Bombay, and will continne to hold this situation." From these rantings of his, all the people have begun to take alarm again. Feeling for the poor people, I beg to represent to the Government, that although the complaints of many of the poor people of Baroda were just, yet they have experienced many hardships at his hands. I therefore request that Government will take pity upon these poor people, and remove this fraudulent native agent from his situation. I am fully confident that Mr. Reid will not stain his character for uprightness, known throughout India, by affording his protection to such a corrupt man. I beg to assure Government that if they will suspend this native agent, and cause an inquiry to be instituted, his treachery and corrupt practices will be fully established. He gave up the office of dufterdar to the revenue commissioner, where he used to receive 500 rupees per mensem, and has come here on a salary of 300 rupees per mensem. He suffers a great deal from ill health; still he does not wish to resign this appointment. I beg Government to take this point into consideration. If Government wish to benefit a large body of deserving people, they should give their attention to this petition.

(signed) *Venach Dhondeo Abesunker,*

The above was received here on the 8th of January 1849, along with a letter from Government, No. 60, dated 4th January 1849; and a report on the matter, No. 14, was sent in to Government on the 9th January 1849.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.)

LETTER from Lieutenant-Colonel *Outram*, dated the 7 September 1850, No. 207 (B)

Memorandum.

COPY of the above letter forms Enclosure No. 17 to Collection No. 1, accompanying these proceedings.

(C.)

Nursoo Luximon,

THE Honourable Mr. Reid directs me to inform you that your petition, dated the 18th September last, has been received by Government, and after carefully reading it, and taking into consideration your services for 30 years, Mr. Reid wrote a minute strongly recommending your case to the merciful consideration of Government; accordingly, an order will be issued in a few days to Captain French, desiring him to tell you that as Colonel Outram is gone from Baroda, if you wish to continue as native agent, Government will have no objection to your withdrawing your application for pension. Captain French will also be informed that Baba Phurkey is not to be allowed to have anything to do with Government business.

Mr. Reid says, when he goes out of Council, he will recommend you to the protection of Mr. Willoughby; but that you should be very careful how you conduct yourself. You must not on any account allow your private feelings of enmity against Baba Nafra to interfere with the business of the firm of Hurree Bhugtee at the Residency; that firm is an old firm; and in consideration of the services which that firm rendered in former years to the Gaekwar Government, the Bombay Government treats them with respect; and though Colonel Outram strongly recommended that their bandree should be cancelled, still by the favour of Mr. Reid and Mr. Willoughby, this has not been done; therefore you must not try from bad feelings to injure that firm.

Yours, &c.

3 January 1849. (signed) *J. R. Maurrice.*

P.S. Keep the contents of this letter secret, and as soon as you receive it, write an answer to me, and thank Mr. Reid for his kindness to you. Address me by post,

Mr. John R. Maurrice,
At Mr. Reid's House, Bombay.

Note.—This letter was enclosed in an envelope, endorsed "Secret;" and this packet was enclosed in a second envelope, addressed (it bears the Bombay post-mark of 4th January 1849)—P. N. P., Nursoo Luxumon, Native Agent, Baroda.

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(D.)

No. 59 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council, to acknowledge the receipt of Colonel Outram's letter, No. 217, dated the 9th September last, submitting an application from Nursoo Luximon, to be allowed to retire from the public service on the pension to which he is entitled.

2. In reply, I am directed to inform you, that, had the application of Nursoo Punt arisen from his feeling it impossible to serve under Colonel Outram, after what he may consider the unjust treatment he has met with at his hands, his Lordship in Council would not object to allow him to reconsider his application, now that Colonel Outram is no longer at Baroda; but such is not the case, as his intention to retire on the completion of his 30 years' service had been previously brought to the notice of Government; from which it is inferred that he has now no desire to continue in employment.

3. If, however, Nursoo Punt's services are required by you, his Lordship in Council will not object to give him the option of withdrawing his application; and should he persist in his intention to retire, he will, as a matter of course, be allowed his pension according to existing rules; but considering how his services in the revenue line have been rewarded, his Lordship in Council will be precluded from assigning him any further provision.

4. In reference to Colonel Outram's recommendation of Venaik Moreshwur Furke to succeed Nursoo Luximon as native agent, I am desired to call your attention to Mr. Chief Secretary Willoughby's letter, No. 905, of the 20th March 1844, and to instruct you not to allow the interference of this person in any Government business whatever.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 4 January 1849.

(E.)

TRANSLATION of a Mahratta Version of Mr. Chief Secretary *Malet*'s Letter to the Acting Resident, dated 4 January 1849, No. 59.

1. THE letter from Colonel Outram, dated 9 September 1848, No. 217, enclosing a petition from Nursoo Luxoomun, to be permitted to retire on pension, has been received.

2. In reply, I have been directed to inform you that as Colonel Outram is not now at Baroda, if from the circumstance of that officer's having behaved improperly to Nursoo Luxoomun, the latter should be unwilling to serve longer under him, Government recommend him (Nursoo Luxoomun) to reconsider his petition, after which they will have no objections to take anything he may have to say into their consideration; but it does not appear that he has solely petitioned on this account, for he had formerly informed Government that he intended to take his pension as soon as he had completed his 30 years' service, from which it seems that he does not want to serve any longer.

3. If you require his services, and he does not retire on his pension, Government has no objections to it. If he still keeps up his intention of retiring on a pension, he will receive in proportion to his present pay. As he is at present in the receipt of a pension on account of his services in the Revenue Commission, Government cannot sanction him any more.

4. With reference to the recommendation of Colonel Outram, that Venaek Moreshwur Fudkey should be appointed to succeed Nursoo Luxumun as native agent, I beg to call your attention to Mr. Chief Secretary Willoughby's letter on this subject, dated 20 March 1844, No. 905, and to direct that for the future he be not employed in any Government service.

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

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(F.)

The Honourable Mr. Reid directs me to inform you that your petition, dated the 18th September last, has been received by Government, and after carefully reading it, and taking into consideration your services for 30 years, Mr. Reid wrote a minute, strongly recommending your case to the merciful consideration of Government. Accordingly an order will be issued in a few days to Captain French, desiring him to tell you that, as Colonel Outram is gone from Baroda, if you wish to continue as native agent, Government will have no objection to your withdrawing your application for pension. Captain French will also be informed that Baba Phurka is not to be allowed to have anything to do with Government business.

Mr. Reid says, when he goes out of Council, he will recommend you to Mr. Willoughby, but that you should be very careful how you conduct yourself; you must not on any account allow your private feelings of enmity against Baba Nafra to interfere with the business of the firm of Hurree Bhugtee at the Residency. That firm is an old firm; and in consideration of the services which that firm rendered in former years to the Gaekwar Government, the Bombay Government treats them with respect; and though Colonel Outram strongly recommended that their bandary should be cancelled, still, by the favour of Messrs. Reid and Willoughby, this has not been done, therefore you must not try from bad feelings to injure that firm.

Yours, &c.
(signed) *J. R. Morrice.*

3 January 1849.

Keep the contents of this letter secret, and as soon as you receive it write an answer to me, and thank Mr. Reid for his kindness to you. Address me by post, Mr. J. R. Morrice, at Mr. Reid's house, Bombay.

(G.)

J. L. Johnson, Esq., Commissioner and Clerk of the Court of Requests, Bombay.

Sir,

I have the honour, under Act VII. of 1841, to enclose a paper of questions to be put to Mr. Morris, the assistant register in the Sudder Adawlut, together with a document (C.), which I request may be shown to him, and his answers taken, and returned to me.

I also enclose two papers of questions to be put to Mr. D. A. Fernandes and Mr. R. Eddy, clerks in the Secretariate, to whom I also request the above document (C.), and also the other enclosure in this letter (D.), may be shown, and their answers taken, and returned to me.

I shall esteem it a favour your examining the witnesses with as little delay as possible; and have the honour, &c.

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

(H.)

Questions to be put to Mr. *J. Morris,* First Assistant Register in the Sudder Adawlut, Bombay.

1. Look at Exhibit (C.), and state when and how it came into your possession?
2. What was the purport of Keyserow's conversation with you, when he came to Bombay in 1849?
3. Was it at his request you made inquiries into the matter, or did you ask him to send the letter to you, in order that you might make inquiries to your own satisfaction?
4. How long did you keep this letter?
5. Did he ever ask for it again; and if so, how often; and was it by letter, or how?
6. Did you answer his letter?
7. What conversation had you with Nursoo Punt on the subject?
8. Did Keyserow assign any reason for seeking the return of the letter?
9. Did you ever hear of any person by the name of Maurrice, employed as an amanuensis by Mr. Reid?
10. When did you give this letter to Mr. Malet, and why did you keep it so long before you gave it to him?

(signed) *J. Outram,* Resident.

Baroda, 16 August 1851.

QUESTIONS to be put on behalf of the Accused.

1. Do you recollect Kessowrow, when he called upon you in March 1849, making any remarks to you about the handwriting of Exhibit (C.), and the spelling of the signatnre it bears; if so, state what he said?
2. Do you recollect his giving his opinion about (C.); if so, state in detail what he said?
3. Do you recollect his mentioning what he suspected was the writer's object; and if so, state what it was?
4. Do you recollect Kessowrow telling you what inquiries he was going to make in Bombay; and if so, what were they?
5. What answer did you send to Kessowrow's letter sending (C.) to you?
6. Mention the names of the persons you told Nursoo Punt, when he called upon you in Bombay, you had shown (C.) to?
7. What did you then tell Nursoo Punt was the result of your inquiries?
8. Did Nursoo Punt ask you to return (C.) to him at that time?
9. Did he mention why he wanted it?
10. Why did you not return it to him then?

(signed) *W. E. F.*

Baroda, 16 August 1851.

ANSWERS to Questions put to Mr. *James Morris*, First Assistant Register in the Sudder Adawlut, Bombay.

1. IT was sent to me by Keshow, the son of Nursoo Punt, through the Post-office. I cannot state the time precisely, but it must have been between March and June 1849.
2. Our conversation was cursory, but it related principally to his wish to see Mr. Reid, who was living with Mr. Bell, and to his having failed to obtain an interview that morning, (the 3d or 4th of March); he also spoke of the letter alluded to in Question No. 1, which I pressed him to show me, and he promised he would do so, after consulting his father when he returned to Guzerat.
3. He appeared to hesitate about letting me have it at first, but I urged him to do so, with the view of discovering who made such a use of my name; he then seemed to fall into my views, and promised to send it.
4. Until I made it over to Mr. A. Malet, at his request, two or three months ago, it was for some time with Mr. Showell, to whom I gave it to make inquiries.
5. As far as my recollection serves me, he asked for it twice back, by letter.
6. I am not quite certain, but my impression almost amounts to a certainty, that I did not.
7. He asked me to return the letter; and I told him that I could not put my hand on it, and that I was afraid it was lost. I promised to search for it, and send it when I found it. His manner, more than his language, induced me to believe he was anxious on the subject, *i. e.* the return of the letter; we did not speak of the matter treated of in the letter.
8. Nothing further than what is mentioned in his letter to me from Bansda, which I made over to Mr. A. Malet. I do not remember that he assigned any particular reason in the matter.
9. No.
10. As stated in Answer 4, I gave it to Mr. Malet two or three months ago, at his request. Had he not asked for it, it is probable I would never have given it to him, as I saw nothing in the matter that required me to do so. I have explained to Mr. Malet how I lost sight of the letter for so long a time, and perhaps it is unnecessary to report here, that I had put it in a waistcoat pocket, and lost sight of it for many months; when it turned up again, I gave it to Mr. Showell to make inquiries, and it remained with him a long time; soon after he returned it to me, Mr. Malet sent for me, and asked me for it, and I gave it to him.

(signed) *J. Morris.*

ANSWERS to Questions on behalf of the Accused.

1. I do not recollect that he said anything about the handwriting, further than that when his father sent it to him, or showed it to him, he said it was not my handwriting, or my signature.
2. All I recollect at this distance of time is, that he said his father's enemies were trying to get him into trouble, and that the letter was written with that object, in the hope of drawing him into making disclosures that might be turned against him.
3. To get his father into trouble, as stated in Answer 2.
4. I think he told me that he was about returning to Goozerat immediately, not that he was going to make any inquiries in Bombay.
5. None; to the best of my recollection.
6. Mr. Rouget and Mr. Showell; both of the Secretariate.
7. That I had not discovered the writer.
8. Yes.
9. No.

10. Because

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10. Because I thought I had it not in my possession at the time; I thought it was with either Mr. Rouget or Mr. Showell, having entirely lost sight of it myself.

(signed) *J. Morris.*

Taken upon oath before the Court of Requests, Bombay, this 28th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

(I.)

Questions to be put to Mr. *D. F. Fernandes,* a Clerk in the Political Department of the Secretary's Office.

1. The letter (D.) now shown you is in your handwriting, is it not?
2. Did you write it from the minutes, or was a rough copy of it given to you?
3. In whose handwriting is the rough copy?
4. Besides you, the person who drafted the copy, and Mr. Eddy, who has compared this letter, who could have been acquainted on the 3d January 1849, with the minutes of Government, or the contents of this letter?
5. Did you know a man of the name of Craig, formerly employed in the secretary's office?
6. Do you know his handwriting?
7. Do you know in whose handwriting this letter (C.) is? Or any one whose handwriting in any way resembles it?
8. Does it at all resemble Mr. Craig's hand?
9. Was Craig any relation of Mr. Smith's, the first assistant in your office?
10. Do you know Mr. Smith's handwriting?
11. Does this letter (C.) at all resemble his handwriting?
12. Had Mr. Smith access to the minutes of Government, or this letter (D.), which you copied?
13. Are you aware whether Craig was acquainted with any person on Mr. Reid's establishment?
14. Do you know of any Mr. John R. Maurrice ever having been employed by Mr. Reid as a private clerk or amanuensis? and, if so, where he now is?

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

Answers to Questions put to Mr. *Doming Francis Fernandes.*

1. Yes, it is.
2. From a rough copy.
3. The rough copy was in Cassinath Govindjee's handwriting.
4. I do not know.
5. Yes.
6. I know his handwriting.
7. I do not know whose handwriting it is, nor whose it resembles.
8. It does not resemble Mr. Craig's handwriting.
9. Yes; Mr. Craig's wife and Mr. Smith's wife are sisters?
10. Yes, I know Mr. Smith's handwriting.
11. No, it does not.
12. Mr. Smith had access to the minutes of Government, but I do not know whether he had access to this letter (D).
13. I do not know.
14. I do not know.

(signed) *D. F. Fernandes.*

Taken on oath before the Court of Requests, Bombay, this 25th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

(J.)

Questions to be put to Mr. *R. Eddy,* a Clerk in the Political Department of the Secretary's Office in Bombay.

1. The letter (D.) now shown you, was compared by you, was it not?
2. Do you know in whose handwriting the rough copy was?
3. Besides you, the person who drafted the copy, and Fernandes, who wrote this letter, who could have been acquainted, on the 3d January 1849, with the minutes of Government, or the contents of this letter?
4. Did you know a man of the name of Craig, formerly employed in the Secretary's office?

5. Do

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5. Do you know his handwriting?
6. Do you know in whose handwriting this letter (C.) is, or any one whose handwriting in any way resembles it?
7. Does it at all resemble Mr. Craig's hand?
8. Was Craig any relation of Mr. Smith's, the first assistant in your office?
9. Do you know Mr. Smith's handwriting?
10. Does this letter (C.) at all resemble his handwriting?
11. Had Mr. Smith access to the minutes of Government, or this letter (D.), which you compared?
12. Are you aware whether Craig was acquainted with any person on Mr. Reid's establishment?
13. Do you know of any Mr. John R. Maurrice ever having been employed by Mr. Reid as a private clerk or amanuensis? and if so, where he now is?

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

ANSWERS to Questions put to Mr. *Robert Eddy.*

1. It was.
2. I do; in Cassinath Govindjee's.
3. The chief secretary and the uncovenanted assistant, Mr. Thomas.
4. Yes.
5. I don't know that I could swear to it.
6. No, I do not.
7. No, I think not.
8. Brothers-in-law. They married two sisters.
9. Yes; I think I know Mr. Smith's handwriting.
10. No.
11. I do not know that I can say whether he had or not; I was then an examiner; Mr. Smith was an assistant, and I was not supposed to know what Mr. Smith could have access to.
12. No.
13. No.

(signed) *R. Eddy.*

Taken on oath before the Court of Requests, Bombay, this 25th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

To —— *Johnson,* Esq.

Sir,

AFTER having given my deposition, the following amendment to one of the questions has occurred to me.

With reference to the question as to who could have access to the minutes from which the letter was drafted, I now reply, the chief secretary, Mr. Malet, the uncovenanted assistant, Mr. Thomas, and the person who drafted the letter, Mr. Smith.

(signed) *R. Eddy.*

This amendment was delivered into the Court of Requests by Mr. R. Eddy, in about an hour after his deposition had been taken, this 25th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

(K.)

My dear Sir, Bansda, 20 June 1849.

I BEG to enclose herein the secret note of which I spoke to you when I last met you in Bombay. My father is very anxious to find out its author. If you succeed in tracing him out, you will very highly oblige us by informing me of the same. When you are done with it, be pleased to return me the note. You will perceive that the envelope bears the Post-office stamp; but on inquiry in the Bombay Post-office, I learnt that its records could furnish us no clue to find out the rogue, for the names of the parties sending bearing letters through post are not registered as we supposed. Pardon my not having written to you earlier on this subject, as I had promised to do.

I have got another note of the same description, but it is anonymous, and purports to come from an old school friend of mine; while the one I now send you purports to come from you, though in the signature your name is not properly spelt. If you like, I can send you the other note also; but I must at the same time inform you that the handwriting of both the notes is not the same.

The

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The object of the anonymous note was to alarm my father, while that of the other was to entrap him; and the misspelling of your name is certainly a clever trick, which I think must have been purposely done by the writer (partly) with the view of escaping punishment should he be detected.

Excuse the trouble I give you. I could not stop long in Bombay to make myself acquainted with your son, yet I wish you will present him my best salams.

Hoping to hear from you soon,

I remain, &c.
(signed) *Keshow Nurshing.*

P. S.—Please to address your answer as follows:

Keshow Nurshing,
Manager of Bansda,
To the care of Mr. Andrews,
Agent G. Surat.

(L.)

Sir, Sudder Adawlut, 30/4/51.

Keshow must have first mentioned the letter to me on the 3d or 4th of March 1849, as on the same occasion he told me he had come to Bombay for the purpose of paying his respects to Mr. Reid, who was then on the eve of leaving India. The use of my name in such a transaction made me anxious to know more about it, and I asked him to let me have the letter, in view to detecting the writer and punishing him if possible, and he promised he would, which promise he fulfilled in his note from Bansda, dated the 20th June 1849. On its receipt it occurred to me to show it first to Mr. Rouget, but he failed to recognise the handwriting; and before I could show it to others in the Secretariate, as I intended, I missed it, and could not account for its disappearance, until it turned up in the pocket of an old waistcoat which had lain a long time disused. I then made it over to Mr. Showell, and again lost sight of it for a considerable time, in consequence chiefly of his having to give it to the magistrate, on evidence of a robbery that had happened in his house. From him I learnt that he had shown it to Mr. Thomas, and that neither of them could detect the writing.

I said yesterday I thought it bore the signature of "J. Maurice;" but it turns out, as you stated, that it is subscribed "J. R. Maurrice." After sending it to me, Keshow once or twice asked for it back, and his father also once asked me to return it during his visit to Bombay in the suit of the Gaekwar; but owing to one or other of the above accidents, I was unable to do so at the time.

On further consideration of your question of this morning, as to whether I ever wrote to the father or son on the subject of the letter, I can safely say that I never wrote to the father on any subject since I left the Revenue Commissioner's office; but as regards the son, whose application or applications for the return of the letter were in writing, I cannot make so sure that I did not write in reply, to tell him that I could not then put my hand on it; my impression is, however, that I never did.

Trusting that this account will give you a clearer view of how I got the letter, and what I did with it, than perhaps I was able to convey in my interviews yesterday and this morning, I beg to remain,

Yours, &c.
(signed) *J. Morris.*

To A. Malet, Esq.
&c. &c. &c.

(M.)

Received, 9 September 1851.

Sir,

I beg to be allowed to inform you of the doubt excited in my mind by Mr. Morris's answers (No. 188), regarding a point in my deposition, about which I now think I have spoken more confidently than I should have. The impression upon my mind, that I actually sent Exhibits (C.) and (K.) to Mr. Morris with Diaram, was so very strong, that the word "Paid" did not shake my belief. But when I observed in Mr. Morris's answers, that he got my letter from Bansda through "post," I referred to a copy of Exhibit (K.), and found it dated from Bansda; and ever since I have begun to think, whether on finding that I could not then return to Surat, or rather that Diaram, or any friend, was not going soon to Bombay, I may not have made up my mind to send it to Mr. Morris by post, to avoid further delay; and done so accordingly. At the same time, I feel so certain of having asked Diaram to take my letter on this subject to Mr. Morris, whenever he went to Bombay, and of having at last sent it with him, that unless I subsequently wrote to Mr. Morris with that man (inquiring whether the letter I had already sent by post had reached him, and if he had succeeded in tracing the writer), my first impression of having sent (K.) with Diaram, should be correct.

Under such circumstances, I cannot speak positively, either one way or the other, until I could make myself sure whether or not I came to Surat, or Diaram went to Bombay, just about

about that time. I therefore turned over the subject in my mind often, to try if I could think of any circumstance which could enable me to decide on the point; but unfortunately I have lost all recollection about that period, so that no circumstance occurs to me that can enable me to recollect the real fact; and I have at present no means to help my memory to say positively which of my confused impressions on this point must be correct.

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I should have informed you of this yesterday; but I saw Mr. Morris's answers (only when I took the paper for making a copy) after you had left the Court. As the Court is closed until Thursday, I have taken the liberty to write to you on the subject to-day.

I remain, &c.
(signed) *Keshow Nurshing.*

Baroda, 9 September 1851,
Tuesday.

(N.)

TRANSLATION of *Nursoo Punt*'s Defence on the Seventh Charge, addressed to *William Edward Frere*, Esq., on the 17th September 1851.

THE purport of the seventh charge preferred against me by Colonel Outram is, that at various times between the 12th September 1848 and the 1st May 1850, I made an improper and unauthorised use of the name of the Honourable Mr. Reid, late member of Council, and encouraged the belief at Baroda that I enjoyed the support and confidence of that gentleman; to substantiate which, the following witnesses and documents have been produced.

Documents:

1 Mahratta petition, signed by Venaik Dhondeo Abeunkur, dated 20th November 1848; and which Jairam Hybut now acknowledges to have written. Marked (A.).
1 The English paper, marked (J.), which accompanied the Colonel's report to Government; dated 7th September 1850, No. 250, marked (B.).
1 An English letter to my address, with envelope, signed by some one of the name of Maurice; dated 3d January 1849, marked (C.).
1 The Government order received by the Acting Resident, regarding the petition I sent into Government about my pension; dated 4th January 1849, No. 59, marked (D.).
1 A translation of the above letter, in Mahratta, marked (E.)
1 The copy of the above letter, signed by Maurice, and marked (C.); which the Colonel obtained from Muncherjee, marked (F.).
1 The Commissioner's letter to Mr. Johnstone, at Bombay, regarding obtaining and forwarding answers to certain questions; marked (G.).
1 The paper containing the replies received from Mr. Morris, to the questions sent to him, marked (H).
2 The original letter sent by Mr. Morris to Mr. Malet; and also, another from Kessorow to Mr. Morris; marked (K.) and (L.).
2 The answers from Mr. Fernandes and Mr. Eddy, writers in the Secretariate; marked (I.) and (J.).

12 altogether.

Witnesses:

1 Mr. Hykoop, head writer, Residency Office.
1 Hurry Appajee, carkoon in ditto.
1 Bajjeeba Bappoojee, ditto ditto.
1 Cawasjee Hormagee Parsee, head accountant in the Residency Treasury.
1 Muncherjee Merwanjee Parsee, of the Baroda Cantonments.
1 Jairam Hybut Purvoe, inhabitant of Borsud.
1 Bhow Nurotum, a Goozerat Brahmin of the city of Baroda.
1 Munsook Pranjeemun, a Bania of the town of Baroda.
1 Dwarka Vurijlall, a Bania of Baroda.
1. Keshorow Nursing.
1. Rowjee Hurree, a Deckanee Brahmin of the town of Baroda.

11 altogether.

The above documents and witnesses were produced, in reply to which I beg to submit the following remarks:

Para. 1. From the list of the charges, not understanding the full particulars of the present accusation, I could not comprehend who the witnesses, Munsook Pranjeemun and others, were, and for what purpose required; and on this account I was conjecturing in my mind as to the probable nature of the calumny about to be brought against me. At length, on the 15th August 1851, when the proceedings in this case were commenced, I became aware of the

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purport of it, that I had had a quarrel with Jairam Hybut, and during it that I had not only slandered the Colonel, but abused him, and boasted of possessing the interest of the Honourable Mr. Reid, &c. Now this is entirely false and fabricated, as will appear from the following reasons.

Para. 2. When the Colonel first sent in a report of this case to Government, an answer was received from them to the effect that they did not deem any further inquiry into the matter requisite; notwithstanding which, this false accusation has been brought against me, and an inquiry into it originated. Never mind; it is of no matter.

Para. 3. Jairam Hybut states, that in the month of Ashroun or Karteek, of Sumvut 1905 (October or November 1849), he went to my house, when I was engaged in the performance of poonja (worship), and said that, as I was going to take my pension, what would become of him, and that on saying merely these words I got very angry with him, abused the Colonel (the Resident), and alluded to my influence with the Honourable Mr. Reid, &c. In reply to this, I beg to observe that this man is an inhabitant of Borsud, and I was formerly acquainted with him. He was a thanadar in Jamboo Ghode, in the Rewa Kanta, when, having been found guilty of some offence, he was, in 1847, dismissed from that situation by order of the Bombay Government; and in addition to this, instructions were received from the Honourable the Court of Directors, that he should not be again taken into Government employ. After that, he may have come once or twice to my house; I don't exactly recollect; but I had no reason whatever for quarrelling with him, or entering into abusive language. I have heard, through others, that he was in the habit of visiting Baba Fudkey; that ever since then he has been in league with him, and entertained an illwill towards me; and, from his own acknowledgment, it would appear that he was the author of the petition sent in to Government under the fictitious name of Abeshunker, containing complaints against me. Regarding this, I beg to observe that the Colonel, in September 1848, sent in a report to Government containing strictures on my conduct; and, in forwarding on my petition to Government to be permitted to retire on pension, he recommended the nomination of Baba Fudkey as my successor, and then started for Bombay. What a season of difficulties that was to me I have already stated in my defence on the Fifth Charge; therefore it would be superfluous in me to detail the particulars of it again here. At that time I was too reserved and abashed, regarding what decision Government would come to, and the probable result of it, to enter into any kind of conversation with any one; therefore, on such an occasion is it probable that I would, as Jairam states in his petition and deposition, without any reason, be so presumptuous as to give utterance to such highly improper language before such an individual?

Para. 4. Should the Colonel suppose that I, thinking myself possessed of the interest of the Honourable Mr. Reid, entered into so foolish a conversation; then reflect on this, what hope could I entertain of having interest with that gentleman; and what power could that one gentleman possess to award a decision in my favour, that I should calculate upon his interest, and be guilty of such folly? I was not such an ignoramus as not to be aware that decisions were awarded according to the united opinion of the Governor and Council; therefore it is quite clear that it is both impossible and improbable that I should be guilty of the conversation that Jairam attributes to me. In short, the gist of the matter is, that Baba Fudkey began to entertain doubts as to whether or not he would succeed to my place; and therefore, to give rise to suspicions regarding me, in the mind of Government, Jairam, his confederate, penned this slanderous production. In support of this, I beg to state, that in the second report[*] of Baba Fudkey, recorded in the third charge, the family disputes of Bhow Shastree are taken notice of, and these same particulars appear in the deposition of Jairam taken at the Residency. The fact is, this Jairam was dismissed during the time my son, Keshorow, was native agent in the Rewa Kanta, and for this reason he has ever since entertained enmity against me; and the Colonel has stated, in his report of the 7th September 1850, No. 207, marked (B.), that he is a man of bad character; therefore what need is there of my enlarging on this head? I feel confident that my judge will easily perceive that Jairam's statements are not deserving of belief.

Para. 5. Jairam has produced four witnesses in this case who were present at the time of the quarrel. With reference to these I beg to observe, that I was not acquainted with Rowjee Hurree previously to his coming on one occasion to the kutchery, and reporting that Rupeekram, the pareek of the Pole, would not give him his full pay, when I told him to present a petition to Mr. Battye about it. After that he did not come to me again. As to Bhow Nurotum I was never acquainted with him, and he is not the gumashta of Gopal Meiral. From the time the Colonel deputed a carkoon to the villages of the Pole, the net produce was collected; notwithstanding this, he deposes that he came to my house regarding the affairs of the village. This is entirely false. From the statements of both, it appears that they were merely in the service of Rupeekram, who has, through enmity, been constantly in the habit of sending in petitions to the kutchery against me; and I have already stated, in my defence

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[*] In the 10th para. of the 2d report of Baba Pudkey, marked (W.), and recorded in the 3d charge, it is written:—Ball Gungadur Shastree (commonly called Bhow Shastree) produced the letters which had been received from Bombay, and showed them indisputably to the late Mr. Andrews, at the time this case was going on; and it is the popular rumour that that gentleman, taking into consideration Nursoo Punt's long period of good service, took no notice of the matter.

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defence on the Third Charge, that he is a confederate of Baba Fudkey. For this reason, therefore, they have entered into league with Jairam, and have deposed to the fact of there having been a quarrel, and other particulars; but without mentioning either days or date, everything is stated in an obscure manner. Munsook Pranjeewun is not the wakeel of Kuddum; he and Dwarka Vurijlall are poor Banyans of small means belonging to Baroda. I never in the whole course of my lifetime saw them until they appeared in this Court, nor have they ever been to my house; such being the case, how they have been produced as witnesses they themselves best know. The depositions of these people in this case were formerly taken at the Residency, and they have now appeared and given their evidence in the presence of the Commissioner, from a consideration of which he has, doubtless, ere this, noticed their manner of speaking and their fitness; I therefore refrain from picking to pieces and pointing out all the discrepancies in their statements; however, that of Munsook Pranjeewun is, from beginning to end, false, and indicative of discrepancies. Dwarka Vurijlall states, in general terms, that, after standing there for a short time, he went away, and that he did not see me. In the 47th para. of the document, marked (E.), and recorded in the Sixth Charge, the Colonel asserts, that there is no sign of any collusion between the witnesses in this case and those of the Sixth Charge; but on instituting inquiries into the matter, I have discovered that this Dwarka Vurijlall is a friend, and next-door neighbour of Bugwan Buwannee, one of the witnesses in the Sixth Charge.

Para. 6. It is well known to every one that Purvoes, Vaneeas, Shoodr, are invariably prohibited from entering the room where I am in the habit of performing (Snan, Sundhya and Poonja) my daily religious observances, and that it is not the custom at the time of Pooja to utter the names of Europeans, Mussulmans, or Parsees, or to talk about any such trifling matters as the present one, and as it was universally understood that it was a rule with me never to permit any one to come to my house to speak on Government business, people seldom or ever came; and if by any chance, on any occasion, a person, ignorant of this circumstance, happened to come and speak to me, I used to tell him to go the kutchery, and if he would not listen to me, but persisted in it, I had him driven away; this was my invariable habit. Who else can substantiate this statement, unless the people of my house, or those who are in the habit of coming there, do so? and it should be borne in mind, that no other evidence can be produced to prove the falsity of the oral statements of these lying witnesses.

Para. 7. The chief proof that these rascally witnesses have been got up as above described is, that Dwarka Vurijlal now states in his evidence that this circumstance occurred at the time the Guicowar and suite went to Peitlad; whereas it appears, from one of the questions put to him on his former deposition at the Residency, that the quarrel between me and Jairam in the present case occurred on Karteg Vudh 10th, Sumvut 1905 (A.D. November 1848), but on that day I was not at Baroda; I had accompanied Captain French to Peitlad, which will be proved by a reference to the memoranda kept in the office, in which the departure and return of that gentleman and his establishment will be found noted in the month of November 1848, from which it will be clearly evident that this charge has been falsely brought against me.

Para. 8. Mr. Hykoop has deposed, that when the Government order regarding my petition to retire on pension was received, I gave out that, through my interest with Mr. Reid, such an order had been sent; but from his evidence it will be clearly seen, that from his friendship for Baba Fudkey he bears enmity towards me. Hurree Punt, carkoon, has deposed in a similar manner, and it will probably have occurred to the mind of the Commissioner, from the replies to the questions he put to him at the time, that his reason for so doing was, that he had already experienced the effect of not giving evidence according to the pleasure of the Colonel. Hurry Punt further deposes that Naraeinrow, Moraba, and Bujaba, were near at the time, and they must have heard me mention the name of the Honourable Mr. Reid; of these the evidence of Bujaba has been taken, but it is totally different from the statement of Hurry Punt. The evidence of the other two, Naraeinrow and Moraba, should also be taken. From the evidence of Cawasjee this point has been fully cleared up.

Para. 9. The Colonel both writes and says that the forged note, marked (C.), received by post from Bombay, was made use of by me to show that I enjoyed the patronage of Mr. Reid, and to prove this fact he has produced the copy of this letter, marked (F.), which he received from a Parsee named Muncherjee, the intimate friend of Baba Fudkey. The original letter, having been received direct from Mr. Chief Secretary Malet, from Bombay, has been recorded, regarding which I beg to state the following particulars:

1st. In January 1849 I received this letter by post, which, after opening and hearing the contents read, it occurred to my mind that the Honourable Mr. Reid was not in the habit of writing such things to me; moreover, as allusion is made to Baba Nafra, and recommendations regarding the firm of Hurry Bhugtee, there must be some fraud in it; and some of my enemies, knowing I am acquainted with Mr. Morris, late head writer in the office of the Revenue Commissioner, have inserted his name in this letter, and forwarded it to me, in order that I might thereby be led into the belief that it was genuine, and send an answer, which they would get hold of; this letter has evidently been forwarded to me with this deceitful object in view. After forming these conjectures, I immediately wrote an account of the circumstance to Keshow Row at Bansda, and enclosed the

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the letter to him, and told him, as it was necessary to discover the writer of it, that he must write to Mr. Morris, and direct him to make inquiries, and try and trace the author of it by the handwriting. To this I received a reply from him, stating that the writing of the letter, marked (C.), was quite different from that of Mr. Morris, late head writer of the Revenue Commissioner, but that he was about to go to Bombay, when he would make inquiries regarding it. Afterwards, on his return from Bombay in March, he informed me that he had forgotten to take the letter with him, but that he had gone to see Mr. Morris expressly on the subject, told him all about the letter, and promised to send it to him, and asked him to institute inquiries, and as soon as he had succeeded in discovering the author of it, to write and let him know. This and other matters formed the subject of his conversation with Mr. Morris. Afterwards Kesho Row returned to Bansda, with the intention of watching an opportunity of some one going to Bombay to send the letter with; owing to which, and ill health, a delay occurred in despatching it. In June 1849 he forwarded the letter to Mr. Morris, and in his own, which he enclosed along with it, he repeated the purport of his conversation with him on his former interview; some time afterwards he received a letter from Mr. Morris, stating that he could not discover the writer of the letter; after which, I believe Keshorow made no further inquiries in the matter; subsequently, in March 1850, I was obliged to accompany Captain French to Bombay, on which occasion I paid a visit to Mr. Morris expressly on this account, and questioned him regarding it, when he informed me that he had tried to find out the writer, but could not discover him. I then, in order to make further inquiries, asked him to give me the original letter back again, to which he replied that he had taken it to show to some one, and that it had been mislaid there or elsewhere, but that he would search for it, and if he found it that he would send it to me; however, I did not again get back the letter from Mr. Morris, and therefore I could take no further steps in the matter. The above are the particulars concerning the letter.

2d. Mr. Morris, in his replies to the second and third questions put by the Colonel, now states that he himself first asked for the letter marked (C.) to make inquiries on the subject; but that Keshorow appeared to hesitate about giving it up, and afterwards upon his importuning him, he promised to send it after he had consulted his father on the matter. In reply to this, I would observe that Mr. Morris having probably heard it reported at Bombay that some charge had been preferred against me regarding this very letter, in order to exonerate himself, and that no one should find fault with him for having retained the letter so long in his possession, and seeing that circumstances demanded it, has given these answers; or what may have been his object I know not. But this assertion of his is not proper, because Kesho Row had no other reason for going expressly to Mr. Morris on such short leave, excepting about this letter. Mr. Morris acknowledges in his replies to the second and third questions put by me, that he understood from what Kesho Row told him at that interview, that some enemies of mine had caused this false letter to be written to get me into trouble; therefore there was no necessity for Kesho Row consulting me before sending the letter to Mr. Morris. It is quite clear, that as I sent Kesho Row down to Bombay for the sole purpose of trying to find out the writer of the letter, there was not the slightest occasion for Mr. Morris to have importuned him; and it is plain, from his reply to my first question, that Keshorow, in his personal interview with him, informed him that the writing and signature of the letter were not his, therefore what reason could he have for being so anxious to find out the author of it? Notwithstanding all this, if it be supposed that Mr. Morris really wanted the letter, then he would surely have written to Kesho Row during the three months that elapsed after his return from Bombay, to forward it to him; but he does not say that he did so.

3d. If it be supposed that Kesho Row delayed sending the letter to Mr. Morris, in order that he might obtain my advice, which was the cause of so long a time elapsing, then it should be considered, that if he had written to me on the subject, he could have had an answer within 15 or 20 days at the furthest; and as I was very anxious to discover the writer of this letter, how could it be done unless it was sent to Bombay, and while the letter was kept at Bansda? That the delay was consequent on the doubts existing as to whether or not the letter ought to be sent to Mr. Morris, is not the case; and it will be at once apparent, from the letter Kesho Row wrote to him, that I wanted very much to find out the author of it. Such being the case, what was there in the letter that I should, at the urgent entreaties of Mr. Morris, forward it to him? Kesho Row in that letter even informed him of the fact that he had inquired at the Bombay post-office, but that he could not discover the slightest trace of the rascally writer, as he (Mr. Morris) had fancied might be done.

4th. In like manner, I demanded the letter back again from Mr. Morris, and although I told him at the time that it was with a view to institute further inquiries, yet, in his reply to my 9th question, he states that I never told him my reasons for wanting the letter back. Now it appears to me that he must have either forgotten entirely what I told him, and therefore given this answer, or that he has done so to free himself from blame for having failed to fulfil the promise he made at the time, of not returning the letter, viz., that when he found it, he would send it to me.

5th. If it be urged, when I suspected the letter had been forged, why did I not forward it to the Honourable Mr. Reid or to Government, I would beg to ask what was the use of sending it to them without first finding out for a certainty who the writer was? On considering this point, I sent the letter to Kesho Row, in order that he might institute inquiries, and

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and what has since occurred I have already stated above. This point should be borne in mind. If I believed that the letter was genuine, then why should I have omitted replying to it? In short, from the very first, I never for a moment believed the letter to be authentic, or that it was sent by a friend or a well-wisher of mine. If I had ever harboured such an idea, then why should I have caused an inquiry to discover the author to be instituted through Mr. Morris? This fact is deserving of consideration.

6th. It was intended that the letter marked (C.) should be sent to Mr. Morris by some one proceeding to Bombay, in order that it might safely reach him, on which account so much delay occurred on the part of Kesho Row in forwarding it. It was afterwards despatched, and Kesho Row imagining from recollection that one Diaram, of Surat, had taken it, has deposed to that effect in his evidence; but a doubt has since arisen in his mind that, as he could not fall in with any one going solely to Bombay, and as a long time had elapsed, he may have probably sent it through the post. It is now 2¼ years since the circumstance occurred, therefore when one has to speak from memory without any paper or document to refer to, such a mistake will occur; and the fact of sending the letter was not a matter of such importance that it would be remembered. However, the letter was forwarded to Mr. Morris, and whether he received it through the post or from some individual going for the purpose, is of little consequence.

7th. If I had thought the letter marked (C.) authentic, then as the contents of it were of a secret nature, it is clear that I would never have gone about showing it to people. Moreover, I from the first imagined that this letter had been forwarded by some of my enemies; and it did not remain more than one day in my possession, but was kept by Kesho Row until it was sent to Mr. Morris. Notwithstanding this, to prove that I made use of it as if I believed it to be genuine, a copy of it received from Muncherjee Parsee, marked (F.), has been produced. But Muncherjee, in his evidence on this point, instead of stating the name and place of residence of the person from whom he received this copy, deposes vaguely, and says that he took a copy of it, thinking it might benefit his friend, Baba Fudkey. Now, is it probable that he would remain quiet, without making particular inquiries regarding the person who brought that letter to him? Some doubt consequently exists as to how, and when, this copy of the forged letter was got, and produced at the present time. Instead of enlarging on this point, I have confined myself to a narrative of the above particulars, sufficient to refute the charge brought against me.

From the above enumeration of facts, it will be seen that I did not put any faith in the letter in question, or make a boast of it, or in any other way act improperly in the matter; but that these false accusations have been brought against me through enmity. At the present time it has so far fortunately happened for me, that this, along with Kesho Row's original letter, have been handed up to Government through another channel, viz., Mr. Morris, which has led to the matter being cleared up. Had it been otherwise, it would have been very difficult to prove it.

Para. 10. The following proofs ought to be recorded in this case:

Documents.

1 Deposition of Dwarka Veerijlall, taken on the 6th September 1850, to be brought from the Residency dufters.
1 The memoranda kept at the Residency when Captain French, Acting Resident, proceeded to Peitlad, in November 1848.
2

Witnesses.

1 Carkoon Narrain Row Chimnajee.
1 Ditto, Moro Hurree.
1 Govindbhut bin Untajee Punt, Pooshalker.
1 Tatia Vitta Rishee, cloth merchant of Baroda.
1 Cassenath, doctor of Baroda.
5

17th September 1851, Badrapud Vudh 7th (Wednesday),
Sumvut 1907. Camp Baroda.

(signed) *Nursoo Luxumon,*
Late Native Agent, Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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(O.)

TRANSLATION of an Extract from the Memorandum Book or Diary for the Year 1848. (Page 36.)

19 November, Karteg Vudh 9 (Sunday), Sumvut 1905.

75. To-day, Captain French, Acting Resident, with his Assistant, Mr. Battye, and his establishment, started from Baroda for Peitlad, and at 10 o'clock, A. M., reached their tents at the latter place. Afterwards, at 7 o'clock in the evening, he (Captain French) went to the camp of his Highness the Guicowar, with whom he had an interview. After mutual inquiries regarding each other's health, &c., pan suparee was handed round. His Highness and Assistant Resident then went to the tent of Meer Surfuraz Ali, and after sitting in the assembly for some time, the latter returned to his tent.

20 November, Camp Peitlad, Karteg Vudhy 10, Monday.

76. To-day, at 8 o'clock in the evening, the Maharaj, accompanied by his suite, came to the tent of the Acting Resident, and, after mutual salutations, his Highness sat down. Afterwards, on receiving pan suparee, they got up, and his Highness and the Acting Resident having both seated themselves on one elephant, they went out, and, looking at the show of fireworks proceeded into the village, and thence to the camp of his Highness, where the gentlemen remained a short time, and having received pan suparee, the Resident and his party returned to the tents at 12 o'clock at night.

The above extracts were taken on the 17th September 1851, and compared.

Examined,
(signed) *Heerachund Hurree Baee.*

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(P.)

No. 595 of 1851.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 11, dated the 11th ultimo, requesting to be furnished with the copy of a petition presented to Government by your late native agent, Nursoo Punt, on the 18th September 1848.

2. In reply, I am desired to state, that as it was not at the time considered necessary to forward a copy of this petition to you, and as the petitioner merely requested that he might not be condemned without being heard in his own defence, his Lordship in Council considers it unnecessary to furnish you with a copy of the petition.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 8 February 1851.

(Q.)

No. 60 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Captain *P. T. French*, Acting Resident at Baroda.

Sir,

I AM directed to transmit to you an original petition, stated to be from Venayek Dhondeo Ubhyunkur, of Baroda, together with a copy of its translation, complaining against the native agent, Nurso Luximon, and to request that you will ascertain, and report to Government, whether the petition is *bonâ fide* from the party indicated.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 4 January 1849.

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Persian Department.

SUBSTANCE of a Petition from *Venayek Dhondeo Ubhyunkur*, residing at Baroda, to the Right Honourable the Governor in Council, without date, and received 25 November 1848.

NURSO LUXOOMON, the native agent of the Baroda Residency, having received bribes from some parties who had cases pending before the Resident, misrepresented matters to him, and has completely ruined the opposite parties, although their complaints were just. He acted improperly in various other ways, and has acquired lacs of rupees. About two months ago, when Colonel Outram discovered some of his treacherous acts, he being afraid lest all his frauds should come to light and prove his ruin, begged pardon, and applied for pension. This rejoiced all the people of Baroda, excepting a few who used to give him bribes, and get him to do their business. However, he now openly says, "I have the support of Mr. Reid, the counsellor; I have forwarded to him a petition, together with a memorandum of 'Kulumbundee;' as my friendship with him is of a secret nature, he will protect me from the consequences of any crime. Evan Outram's father cannot injure me; what can the others do then? I shall apply for pension whenever I like. No one has read the further representation of the parties whom I have injured. Although the charge of murder was proved against Baba Nafray, karbharee of Hurree Bhuktee, I did not allow even a hair of his body to be injured; on the contrary, I have made the widow of Hurree Bhuktee go about begging. In like manner I will ruin the persons who have been rejoiced by the hope of my leaving (this situation). Gunesh Punt Ozray and Baba Nafra are my relations, and consequently I have full means (to work) with the Gaikwar Government; therefore I am not afraid of anything. I shall spend as much money as may be necessary to secure the assistance of European gentlemen at Bombay, and shall continue to hold this situation." These boastings of his have frightened the people. Feeling for the poor people, I have addressed this petition to Government. Although the cases of the poor people of Baroda were just, they have suffered a great deal at his hands. I therefore request Government to be pleased to remove this fraudulent native agent from this situation. I am fully confident Mr. Reid will not stain his character for uprightness, known throughout India, by supporting such a corrupt man. I beg to assure Government, that if this native agent be suspended from office, and an inquiry instituted, his fraudulent and corrupt conduct will be proved. He gave up the office of Dufturdar to the Revenue Commissioner, where he received 500 per month, and has come here on a salary of 300 rupees. He suffers a great deal from ill health, but still he will not resign this situation. I beg Government to take this point into consideration.

(signed) *C. J. Erskine*,
Deputy Secretary Government.

(True copy.)
(signed) A. Malet, Chief Secretary.

(R.)

No. 14.

A. Malet, Esq., Chief Secretary, Bombay.

IN reply to your letter, No. 60, of the 4th instant, with enclosure, a complaint, signed by one Venayk Dhondra Ubhyunkur, against Nursoo Punt, native agent of this Residency, and charging him with corruption, &c. &c., I have the honour to say no such person can be found here.

My khucherry is open to all the world to resort to, and there is no such thing as transacting business privately, and this seems the best way of preventing the evils complained of, though of course they exist in all countries.

(signed) *P. T. French.*

Baroda Residency, 9 January 1849.

(S.)

TRANSLATION of Deposition of *Dwarka Vurijlal*, a Hindoo, of the Waira caste of Banyan; trade, Shopkeeper; age, about 50 years; inhabitant of Baroda; taken on oath before Colonel Outram, Resident of Baroda, on the 6th September 1850.

Question. ON the 10th Karteg Vudhy, Sumvut 1905, a conversation occurred between Nursoo Punt and Jairaw Hybutrow, and you were present at the time, at least Jairow Hybutrow has come and deposed that you are the person he took the peon to, and pointed out as such; you are therefore called up to state whether you were at hand when the conversation alluded to took place between Nursoo Punt and Jairow, or not; and if you were, be pleased to give the purport it.—*Answer.* About the 10th of Karteg Vudhy of the current year, at seven or eight in the morning, I went from my own house to that of Nursoo Punt, in the Kaka Saheb's warree, to inquire whether he wanted any ghee. At that time, Nursoo Punt was seated in a room, engaged in religious observances, and two Brahmins, and a peon who

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who had accompanied Jairow; these three were sitting near at hand, and I also went and sat down with them. Afterwards, another Banyan joined us, when Jairam observed, "O Tatia Saheb, if you resign the service, what will become of me?" After making some remark of this sort, Tatia Saheb all at once became very angry, and said to me, "What will you do, and what will your Saheb do?" On saying this he began to talk a great deal, and to give utterance to abuse, such as ought never to have escaped his lips, and observed that he had a powerful master and protector at Bombay. "What can any one do to me? I fear no one." To the best of my recollection, this was the purport of the conversation.

At the time he was conversing as above described, did he take the name of any particular gentleman?—The name which he took was Keer or Keery; but I do not exactly recollect the name.

Did you ever go to Nursoo Punt's house to take ghee there, or was this the first time?—I once or twice took some there from my house, and as I had received a fresh supply of a good sort, I went to inquire if any was wanted; but as, while there, a dispute arose, I came away without asking about it.

Have you been instructed to depose in this manner, or how?—No one has given me any instructions; I have stated exactly what I know.

Has any one offered you a bribe to give your evidence?—No, no one has.

A sepoy was sent to call you four days ago, and you have only now made your appearance, although you promised to come; what is the reason of this?—One of my male relations had died, and there were certain funeral rites to be performed, and I had promised to attend them. There were also certain ceremonies to be gone through to-day, but as the Government peon came to me, I thought to myself that I could not put him off any more, for which reason I deferred them, and came here.

Where did you meet Jairam, and the peon who came with him, to have you pointed out, and how did it happen?—Four days ago I was coming from the direction of Mahund Warree, when the sepoy and Jairow came up to me, and told me that I was wanted at the Residency; on which I replied that I had business, and that the people of the caste were assembled, for which reason I could not attend, but that I would come two days afterwards. The peon then asked me where I resided, and I said in the Gurealee Pole. After thus meeting me in the street, the peon always came to my house. This is the way it occurrred.

(signed) *Dwarka Vurijlal.*

Baroda, 6 September 1851.

Before me, on oath, this 6th day of September 1850,

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

LIST of Witnesses and Documents in support of the Seventh Charge.

Witnesses.

1. Jeyrow Hybut Row, inhabitant of Borsud.
2. Bhow Nurrotum, goomashta of Gopal Row Myral.
3. Azum Moorad, Residency peon.
4. Munsook Pronjeewon, vukeel of Bappoo Kuddum.
5. Rowjee Hurree, resident of Baroda.
6. Emam ——, Residency peon.
7. Dwarku Vrijlal, grocer in Baroda.
8. Mr. Hykoop, head clerk Residency Office.
9. Merwanjee Parsee, merchant, Baroda Camp.

Documents.

1. Anonymous petition, acknowledged by Jeyrow Hybutrow, dated 20th November 1848.
2. Statement of Jeyrow, dated 11th July 1850.
3. Deposition of Bhow Nurrotum, dated 31st August 1850.
4. Deposition of Jeyrow Hybutrow, dated 31st August 1850.
5. Deposition of Azum Moorad, dated 31st August 1850.
6. Second deposition of Azum Moorad, dated 2d September 1850.
7. Deposition of Munsook Pranjeewun, dated 2d September 1850.
8. Deposition of Rowjee Hurry, dated 4th September 1850.
9. Deposition of Emam ——, dated 5th September 1850.
10. Deposition of Dwarka Virjlall, dated 6th September 1850.
11. Letter from Mr. Morris, addressed to Nursoo Punt, dated 3d January 1849.
12. Letter to Government, dated 7th September 1850 (207 B., and its Appendix J.)
13. Letter to Government, dated 10th April 1851, with accompanying "Statement of Facts."

(signed) *J. Outram*, Resident.

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SEVENTH CHARGE.

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Jey Ram Hybut Ram -	1619.	Tatya Wittul - -	1626.
Bhow Nurrotum - -	1620.	Kassunath Mahadew -	1627.
Munsook Ram Pranjeewun	1620.	Heerachund Hurreebhaee	1629.

(signed) *W. E. Frere,*
Special Commissioner.

Baroda, 21 October 1851.

PROCEEDINGS.

Baroda, 15 August 1851.

PROCEEDINGS are continued from the adjournment of yesterday.

The prosecutor and accused are in attendance.

The prosecutor proceeds to address the Commissioner in explanation of the Seventh Charge.

The prosecutor then proceeds to exhibit documents in support of his case.

Anonymous petition to Government, acknowledged by Jeyrow Hybut Row, dated 28th November 1848 (A.)

Letter from the Resident to Government, No. 209 B., dated 7th September 1850, given in case, with Appendix (J. B.)

Letter from J. R. Maurrice, dated 3d January 1849, sent by the Chief Secretary to the Commissioner on the 24th June 1851 (C.)

The prosecutor informing the Commissioner that he will require the evidence of Kessow Row Nursew in this case, though his name is not upon the list, the Commissioner thinking that Kessow Row's evidence is required, inquires from the accused whether he wishes the proceedings to be adjourned for three days, the accused stating that he does not; Kessow Row, who has been assisting his father, is directed to withdraw, and the prosecutor proceeds to call his witnesses.

Mr. *Arnold Hykoop* is called in, sworn, and examined by the Prosecutor.

Mr. A. Hykoop.

I know the paper now shown me, it is not in my handwriting. One day Muncherjee, a merchant in camp, told me he had a paper about Nursoopunt, Mr. A. Kykoop, and asked me if it would be of use. A few days after, I spoke to Colonel Outram on the subject, and asked Muncherjee for the paper, and a few days after he brought me this paper. I do not know whether a translation of the letter, from Government to the officiating Resident, No. 59, dated the 4th January 1849, was furnished to Nursoopunt; when the purport of this letter was promulgated, I heard Nursoopunt say that it was from having Mr. Reid's support in Bombay he had got over it, or he would have been hurt.

Cross-examined by the Accused.

I wrote a note for Baba Furkey to Colonel Outram; there was something unkind to Nursoopunt in it. Captain French reported me to Government for it, and I was fined a month's pay, as Government said I was wrong in writing the letter. I suspected Nursoopunt of having informed Captain French of it, but I have not borne him any enmity in consequence; I have not since then been in consultation with Baba Furkey to injure you; Baba Furkey comes some-

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times to the office on business; he used to come about the Rewa Kanta business Nurwanjee told me that a person, he did not mention his name, had brought the paper to him to read; it was about December or January last. I have mentioned above, and now on my oath state, that you mentioned Mr. Reid's name, as favouring you regarding the letter No. 59, and that you did not merely say to me that Government had been very kind to you.

[The witness, admitting the above, withdraws.

The prosecutor, being desirous of proving a translation of the letter No. 59, referred to by the last witness, wishes to call Hurree Appajee and Bajaba Bappoojee, and the accused stating that he does not require an adjournment for three days.

Hurree Appajee is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Hurree Appajee.

The paper now shown me is in my handwriting; it is a translation of a letter from the Secretary to Government, Mr. Malet. Nursoopunt desired me to have a translation made of the letter, and I got it done by Cowasjee, the accountant, and then gave it to Nursoopunt. He then said that Colonel Outram had written against me to Government, but that Mr. Reid was strong in council, and so he got this order. This was in office; the carcoons were sitting by in cutcherry. He read the paper to himself, and then said the above; he kept the paper; I found it the other day when searching Narayen Row's papers.

Cross-examined by the Accused.

Those who were near might have heard you mention Mr. Reid's name; Narayen Row, Moropunt and Bajaba were by; I do not recollect what others there may have been; I swear that you took Mr. Reid's name, and did not merely say that Government had been kind to you. A man has* been sent from Broach for the place I held when I deposed here in your favour before. The carcoon was sent for from Broach before I deposed; Mr. Battye only told me that Narayen Row's place had been given to the Broach man. Mr. Battye told me I should not get the acting allowance, but he did not tell me why.

* *S. O.*

Re-examined by the Prosecutor.

Mr. Battye told me in general terms that he had no confidence in me; he did not say it was because I had perjured myself before the Commissioner.

[The witness, admitting the above, withdraws.

Bajaba Bappoojee is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Bajaba Bappoojee.

I do not know the day or date, but two and a half or two and three-quarters of a year ago, I heard that an order from Government had come for Nursoopunt to be re-employed, and not take his pension; I heard it in the cutcherry. I then asked Nana, Nursoopunt's son, and he said that an order had come for his father to be employed; I did not hear it from Nursoopunt himself; I never heard Nursoopunt mention any great European gentleman's name in office.

The accused having no questions to put, and the witness admitting the above, withdraws.

Cowasjee Hormusjee is called in, under the same circumstances as the two last Witnesses, and having been sworn, is examined by the Prosecutor.

Cowasjee Hormusjee.

I recollect having read the letter No. 59, but do not perfectly recollect whether I ever translated it or not; I am head accountant here; the letter has nothing to do with the accountant's department; I occasionally read any letters that come, and Mr. Hykoop sometimes reads letters of my department. I have translated letters by dictation to Hurreepunt, but very seldom; I do not recollect whether this was one of the few letters I translated to him; I do not recollect ever having heard Nursoopunt make any remarks about this letter; he might have spoken on the subject, but I do not perfectly recollect what he may have said; I never heard him mention any great European gentleman's name.

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The accused having no questions to put, and the witness admitting the above, withdraws.

The above letter and translation are read and recorded, (D.) and (E.)

Muncherjee Meerwanjee is called in, and having been sworn, is examined by the Prosecutor.

Muncherjee Meerwanjee.

The paper now shown me is in my handwriting; it is copy of an original letter written by Mr. Maurrice to Nursoopunt. A Deccanee brought me the letter to read and to copy, so I made the copy for him, and took one for myself at the same time; I do not know the man's caste; he also got an explanation of the letter from me; this was nearly two and a half years ago; I should know the original letter if I saw it; it was on white marbled note paper, as far as I can recollect, and in an envelope. I recognise the note (C.) now shown me as the same; the envelope might be the same, but I am not quite certain; I did not ask the man anything about the letter, I only saw Baba Furkey's name in it; he is a well-known friend of mine, so I treacherously kept a copy for myself. Nobody saw the letter besides me, that I know of; I gave the copy to Mr. Hykoop before Colonel Outram went to Bombay.

Cross-examined by the Accused.

The man wore a Maratha Brahmin's turban, very like the one you wear; I talked about this letter to Mr. Hykoop; Baba Furkey and I might have mentioned it to others, for I publicly spoke of the people going on in this way.

[The witness, admitting the above, withdraws.

The above copy is recorded (F.)

Jeyram Hybutram is called in, and the Affirmation having been administered to him, is examined by the Prosecutor.

Jeyram Hybutram.

I used to go sometimes to see Nursoopunt, when native agent; I heard him one day mention the name of an European gentleman in Bombay; it was Mr. Reid's name; I went to him to ask how my business would be settled now that he was about to take his pension; he was angry when I mentioned his pension, and asked who there was then to give him his pension, and that he would take it when he pleased; he abused the gentleman here; I cannot repeat his abuse. He said Mr. Reid was his protector, and he need not take his pension; this was in Ashwin or Kartey 1905. The year in accounts commences with the Mirig. There were two or four people then present; I do not know their names, but they are inhabitants of Baroda; I should know them if I saw them. He said he had sent a Kutumbund petition (written in paras.) to Mr. Reid. He said that the Resident had written about his taking his pension, but that he had sent a detailed petition of all his services, and had protection in Bombay, and would take his pension when he pleased. (A.) is a petition I sent to the Governor in Council; I sent it on the day it is dated, 1905 Kartey Vud 10th (20 November 1848). Nursoopunt did not say what his friendship was with Mr. Reid.

Cross-examined by the Accused.

There was no offence proved against me when I was carcoon at Jamboo Gone, but I was turned out through enmity; Kessowrow was then native agent there; it was in 1903 I was turned out; I came to your house after I was turned out; it was at prayer time that I came, when you were angry; it was from the enmity of the ryots, not the enmity of the employés, that I was turned out. I went to Baba Furkey's when he was dufterdar, and go there sometimes now in hopes of employment; it was before the first watch of the day that you were at prayers, as you always are.

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Re-examined by the Prosecutor.

Nursoopunt said that Baba Nafra had escaped through him; that those he chose escaped, and the others did not. He spoke in general terms that Baba Nafra was his relation, and could any one touch him; that nobody could take petitions against or question his relations; his protection was his situation, being the Resident's dufterdar; he said that his protection extended to Bombay, and who could take his relations' names.

By the Commissioner.

Two of the men who were at Nursoopunt's were Banians, and two like Brahims; one of them is called Dwarka, and the other Rowjee; my deposition was taken last year, and the Resident told me to point out my witnesses; I told him I did not know their names, but I pointed out their houses; the name of the third is Bhow, and the fourth is a vukeel, but I do not know his name; it is from last year that I have learned their names; the men were sitting with Nursoopunt, and I was sitting there also; Nursoopunt was angry with me, so we all got up at the same time, and went away, there was no use in remaining.

[The witness, admitting the above, withdraws.

Bhow Narrotum is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Bhow Narrotum.

I have been two or four times to Nursoopunt's house; I do not know Jeyram Hybutram, but a man has been shown me as Jeyrow, who I have seen at Nursoopunt's; I heard Jeyram ask Nursoopunt what they poor people would do, as he was taking his pension; Nursoopunt then gave him abuse, which a poor man like me cannot repeat to you. He said Mr. Reid was his protector, and what would Colonel Outram or any other do to him; I then got up and went away. He did not say how Mr. Reid was his protector; he said that he had before sent a petition, so what could they do to him? He did not say to whom he sent the petition; I was frightened and went away.

Cross-examined by the Accused.

I went to your house about having been turned off by the Pole. I went two or three times, not often. I am not sure in what month it was, but I think in Asvin or Kartey; it is two or three years ago. You were sitting where you perform worship, in the Kaka Waree. It was about six ghurrees or a watch of the morning; there were two or three persons there, I do not know their names. I have known you about the Pole's villages. What more do I know of you? My father was employed in the village, and when he went I did the work; it was in 1903 or 1904.

By the *Commissioner.*] I did not mention my business to Nursoopunt that day. There were two or three men sitting there when I went there. I went, and they remained. I stayed but a minute. Nursoopunt was speaking, and angry when I went in. The people that I saw at Nursoopunt's are here to-day.

[The witness, admitting the above, withdraws.

Munsookram Pranjwun is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

Munsookram Pranjwun.

I went once to Nursoopunt's about Gunputrow Talleekur's business, at the time there was a dispute with a Deccanee Brahmin. I do not know his name, but know him when I see him. Nursoopunt said, my Bombay gentleman is powerful, what can your's do. He mentioned Rete or Reid Saheb as the Bombay gentleman. I did not hear him say anything about having written to Mr. Reid.

Reid. I do not recollect his saying anything about friendship with Mr. Reid. It is some time ago, but they had a good altercation about it. I cannot say whether anything was said about Baba Nafra. There was a grand dispute, and it is a long time ago.

Cross-examined by the Accused.

Gunputrow Tulleykur is a Concanee. I came to you with a report about some dispute in his business, and as you were quarrelling, I went away. He is a soldier in the Guicowar's service. He had a dispute about his money being sunk, and I was sent with the report to you. I was his vakeel, his servant, and came to you on his account. This was in 1905, in Ashvin or Karteg. I did not know you before. I am an inhabitant of Ahmedabad, and they said if I took the business to Nursoopunt, it would be done; you were then at worship. I did not meet you then, and I have not been to you since. I stayed there for half an hour or so, and saw you disputing, so I went away. I was sitting for some of the time, and standing part of the time. There were two others there besides, but I do not know who they were; they were there before me; the other two men were sitting there; the Brahmin was standing.

By the *Commissioner*.] I went away first. The business remains as it was. I have made three petitions to the Guicowar authorities. The Guicowar authorities have sent the business to the treasury, so supposing it will be settled, I have not petitioned the Resident. I did not see Nursoopunt that day; he was behind a curtain at worship. The people who were sitting there told me that Nursoopunt and Jeyram were the combatants. It is from having been questioned so much, that I have now remembered the Brahmin's name; it has recurred to me. I forgot it before. People frightened me so I did not go again to Nursoopunt's. I went to the door, but turned back from there. It was before they were disputing that I went to him, and he told me, that when the Bundee Shet came from Surat the business would be settled. It was only once that I went while they were disputing. I went some time before that to his house. In all I have been there about three times. I meant above that I did not know the Brahmin before. I have seen him on the road.

[The witness, admitting the above, withdraws.

Dwarka Brijlall is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

Dwarka Brijlall.

I have been once or twice to Nursoopunt's house. I do not know Jeyram Hybutrow. There was a Brahmin there, and they were disputing, and I, having listened for some time, and heard their dispute, and some gentleman's name, went away. I do not know what the dispute was about. He said that he had a great man in Bombay, but I do not recollect the gentleman's name he used. I am only a labourer, and it is a long time ago. I do not recollect hearing Baba Nafra's name mentioned. I am shortsighted, and could not see the Brahmin well, but he came with a peon when I was at a caste dinner, and called me, then I saw him; they came to call me here.

Cross-examined by the Accused.

I went to your house to inquire about ghee. I went once to your house with Dhamodhur Khandass, Wagjee's carcoon, and he told me if I had ghee, to give it there, so I went to inquire. It was in the year the Guicowar went to Pitland, I do not recollect the month. I did not see you at the time. I am shortsighted, and you were within. I stayed only a short time; there was no occasion for me to wait, so I went away. I am a Brahmin, and sell ghee, nothing else. I sold you ghee once; I live in the Gurnaree Pole. It was before this dispute I gave you the ghee. We were as far apart as the width of this room (about 20 feet). There were two or four people there, certainly sitting there; they were sitting at the time I came.

By the *Commissioner.*] I sell three or four munds of ghee a year. I do not recollect how much I gave at Nursoopunt's; it was a couple of rupees worth.

[The witness, admitting the above, withdraws.

Kessowrow Nursew is called in, and the affirmation having been administered to to him, he is examined by the Prosecutor.

Kessowrow Nursew.

I RECEIVED the letter (C.) in a letter from my father, about January 1849, and he directed me to try and find out the writer of it; as I intended going to Bombay, I did not write, or do anything about it until I went there, which was in March I think. My servants unfortunately left the duftur, in which this letter was, at home. I discovered that only after landing in Bombay, when I was looking for the paper. As it purported to come from Mr. Morris, I went to him in the Sudder Adawlut, and informed him of the purport of the letter, and told him that as I suspected it was a trick of my father's enemies, I should be obliged if he would take the trouble to discover the author of it; then I went to the post-office, and inquired of a schoolfellow of mine, Babajee Sudoba, a clerk there, whether it was possible to trace the sender of it, but he said that it was a "bearing" letter, and so no register was kept. After my return to Surat, I sent this letter (C.) with a note to Mr. Morris, by Dyaram Petamber, a merchant who was going to Bombay. I asked him, as it was an important document, to be good enough to take it and give it to Mr. Morris himself, and also bring me back his answer. The answer I think I got from Mr. Morris about two months after, was to the effect, that he had not succeeded in tracing the author, and that writing from office (the letter was at home), so he did not return it, but that he would return it by some other opportunity. I showed the letter to Mr. Andrews, but am not sure whether it was before I went to Bombay, or after my return. The word "secret" was upon the inner envelope when I received it. I had two or three reasons for going to Bombay. I had a disease, and went to the Grant Medical College for advice, and I also went to see friends; they were mostly schoolfellows I went to see. I saw Mr. Malet in the secretary's office, though I was not previously acquainted with him. I saw Mr. Reid also going out of the secretary's office at the door. I went to see Mr. Reid at his house, but could not see him. I met him accidentally at the door of the secretary's office. I went and came back within about a week. I only called once at Mr. Reid's. I did not mention anything to him then about this note, nor to Mr. Malet. I do not know whether my father mentioned anything about it to Captain French. Nurbeeram did not tell me, when he returned from Baroda to Surat, that you had got a copy of this letter. My father did not mention to me what steps he had taken to trace the author of the note. I fancy he did nothing but send it to me. I do not know how a copy of it could have been obtained in Baroda. I think he sent it to me the day after he got it. I do not recollect whether my father's petition to Government was dated the 18th September, or whether his letter contained anything about Baba Nafra. It was because we could not find out who the person was that wrote the letter that my father did not mention it to his superior.

The accused does not wish to cross-examine the witness.

By the *Commissioner.*] I do not recollect my father's telling me when he sent the note, that a letter to the same purport had been received from Government; he merely said that the decision was in his favour, and that he had been acquitted. I never wrote to Mr. Morris, nor sent to him to get the letter back, except when my father was in Bombay with the Guicowar, he told me he had asked for it. My father did not write to thank Mr. Reid. Our reasons for thinking the letter a hoax were, first, its purporting to come under instructions from Mr. Reid, which we considered was impossible; second, that it was not Mr. Morris's handwriting; third, that it was not Mr. Morris's signature; and fourth, because we believed Mr. Morris to be a good man, who would not lend himself to such a thing. I never thought that it was Mr. Morris wrote it, but some person using his name. I am not aware of my father's ever having had any correspondence with Mr. Morris since he left the Reveune Commissioner's office. I do not think that there was reason to think this letter, dated as it is on the 3d January, and

and posted on the 4th, coming with a letter of the latter date, and to the same effect from Government, a genuine letter rather than a hoax. I knew nothing of the Government letter, and my father, I suppose, relied on me, so that I did not know how much of Mr. Morris's letter was fact or not. I told Mr. Morris that I wanted to see Mr. Reid and other friends also. I told him that one of the objects of my coming to Bombay was to pay my respects to Mr. Reid. I am quite confident that I went to Mr. Morris for the purpose of speaking to him on the subject, and that it was I asked him to find the writer of the letter, not he who asked me for the letter. I am quite certain that I never wrote a second time to Mr. Morris on the subject of this letter, or to get it back again.

[The witness, admitting the above, withdraws.

Rowjee Hurree having been called in, and the Affirmation administered to him, he is examined by the Prosecutor.

Rowjee Hurree.

I was Russeekram Dulputram's servant, and having a disagreement with him, went on that business to Nursoopunt's house, in Kartey 1905. It was about eight o'clock in the morning; he was at prayers. There had been some dispute between Nursoopunt and Jeyram Bawa before I went there; Jeyram said, I hear, Nursoopunt, you are going to take your pension; he said that was in Colonel Outram's time, and was very angry with Jeyram, and abused him, and gave Colonel Outram some abuse. I then got up, thinking if I spoke to him about money he would abuse me, so I went home. Nursoopunt said, "Mr. Reid, in Bombay, is my protector, so nothing can be done to me;" he said his memorandum had been sent to Bombay, and as there was a dispute, I went away. He did not mention what the memorandum was about.

Cross-examined by the Accused.

I have no acquaintance with you. I live near the Mudan Tank, in Baroda. I am a Rajvidu Brahmin. I have been five or seven times in your house. I went there once before the dispute with Jeyram. There were four men there certainly, when you were disputing; I was there for twenty minutes or half an hour or so, I am now out of employ; before that I was in Gorajee Pole's paga for five months, and before that in Juckla Mama's service. I do not go to Baba Furkey's. I came to your house last of all who were there. When I was going, the others got up. I do not know the names of those who were there, and people make all kinds of turbans now, so how can I tell whether a man is a Purboo or a Banian? I do not recollect the day I came to your house.

By the *Commissioner.*] I did not see Nursoopunt, he was at his prayers inside; I was outside. Nursoopunt was thoroughly angered, it was not mere warmth of expression he used.

The witness, admitting the above, withdraws; and in consequence of the lateness of the hour, proceedings are adjourned till to-morrow.

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

The Commissioner resumes his proceedings from yesterday.

The prosecutor and accused are in attendance.

The prosecutor states, that he has two witnesses remaining unexamined, whom he had called with a view to prove the manner in which the witnesses, Bhow Narrotum, Munsook Pranjeeram, Rowjee Hurree, and Dwarka Brijlall, were discovered, in order to show that there was no collusion in the case, but as the accused has not in cross-examining these witnesses suggested collusion, he will not call them, unless in his defence the accused should produce evidence of collusion.

The prosecutor then states, that he wishes to have Mr. Morris, mentioned by Kessowrow in his evidence, examined, and as the Commissioner is of opinion that

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that Mr. Morris's evidence is requisite, he receives the questions, and the accused giving in questions on cross-examination, they are recorded below.

The Commissioner observing that the letter, No. 59, of the 4th January 1849 (D.), is copied by Mr. D. F. Fernandes, and examined by Mr. R. Eddy, is of opinion that they must know who had access to the records, and who, if they did not themselves, could have allowed the contents of the letter to transpire; he therefore determines to send questions to be put to them on the subject.

Wrote letter to the Commissioner and clerk of the Court of Requests, enclosing the above questions, and exhibits (C.) and (D.), with a request that he will take the evidence of the witnesses, and return them with the least practicable delay, and further proceedings in this case are adjourned pending the receipt of his answer.

(signed) *W. E. Frere.*

Monday, 8 September 1851.

Resumed this case from the 16th ultimo.

The prosecutor and accused are in attendance.

The Commissioner proceeds to record the answers received from Bombay to the questions sent under the above date.

Answers to questions put to Mr. Morris are recorded (H.)

Answers to questions put to Mr. Fernandes are recorded (I.)

Answers to questions put to Mr. Eddy are recorded (J.)

The prosecutor wishes to record Kessowrow's letter to Mr. Morris, and Mr. Morris's letter to Mr. Malet, referred to in his answers above (H.) and as these letters have been sent to the Commissioner by the Chief Secretary, they are recorded (K.) and (L.)

The prosecutor offers to record copy of a letter, dated 13th August 1849, from Purshotum Bechurbhaee, the nominal head of the firm, to Mr. Willoughby, found among the papers of Baba Nafra, to prove that Baba Nafra believed that as stated in exhibit (C.), Mr. Willoughby, on the departure of Mr. Reid, became the secret friend of the firm, and watched its interest in those affairs which came before Government, thereby affording corroborative evidence that Nursoopunt boasted of his influence with Mr. Reid.

The Commissioner is of opinion, that as this letter makes no reference whatever to Mr. Reid's former protection, nor to his having promised to interest Mr. Willoughby in their favour, and as Mr. Willoughby was personally better known in Baroda than Mr. Reid, it cannot be looked upon as in any way united with Nursoopunt, and he does not record it.

The Commissioner is of opinion that the evidence recorded above requires that further questions should be put to *Kessowrow Nursew*, who is accordingly called in, and the affirmation having been administered to him, he is examined by the Commissioner.

Kessowrow Nursew.

The main object I had in going to see Mr. Morris, in Bombay, was to speak to him about the note (C.); I do not exactly recollect whether I told him how I came not to have the note with me. Mr. Morris did not ask for the note; I offered to send it. I did not say anything to him about consulting my father before sending in the note. I told Mr. Morris that I should make inquiries at the post-office, and may have said that I was returning to Guzerat immediately, and so could make no further inquiries, but of this I am not certain. I went in the morning, before going to Mr. Morris, to the Grant Medical College, and I may have gone that morning, or the morning before or after, to Mr. Reid's bungalow; I am not certain. I may have mentioned to Mr. Morris that I wished to see Mr. Reid, as he was going home. I am certain that the note was the principal subject of my conversation with Mr. Morris, not the wish to see Mr. Reid; by the principal subject of conversation, I mean what was uppermost in my mind. I was in Bombay during the Hooly holidays of 1849. I think I left Surat about the 4th or 5th of March, and came down in a steamer. It was, I think, the third day after I arrived in Bombay that

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that I went to see Mr. Morris; I remained six or seven days in Bombay. I am quite certain that the three months, and no part of it which elapsed between my return to Surat, and sending the note to Mr. Morris, was employed in consulting with my father whether to send the note or not. On my return to Surat I went to Bansda, I think immediately, and there fell sick, and could not return to Surat till about June. The note was in my papers at Surat, but I think I left that evening. I took the note with my papers to Bansda, because I did not like to send it by post so long as I could send it by a private hand. I cannot say why I did not mention the reason of the delay to Mr. Morris. Dyaram Petumber was, I think, going by the steamer to Bombay. I think the steamers were going then, but I am not certain. My letter to Mr. Morris (K.), and the letter (C.), must both have been enclosed in another envelope. I have three school friends in the Secretariate in Bombay. Venaik Wasdew, his brother Ramchunder Wasdew, and Wasdew Pandoorung. I cannot recollect any others except Mr. Brown and Juggenath, who have, I believe, both left. I do not know Casinath Govindjee, there was one Yknath Govindjee, but I never saw him in the secretary's office. The word "paid" on the direction of my note to Mr. Morris is a mistake. I usually post-pay my letters, so generally put "paid" on the direction.

[The witness, admitting the above, withdraws.

The case for the prosecution is here closed, and the accused requiring until Wednesday the 17th instant to prepare his defence in this case, the case is adjourned until that day.

(signed) *W. E. Frere.*

Baroda, 17 September 1851.

Resumed this case from the adjournment of the 8th instant.

The prosecutor and accused are in attendance.

Recorded letter from Kessowrow Nurseu, dated 9th instant, correcting his deposition of the 8th instant (M.)

The accused reads his defence, which is recorded (N.)

The accused wishes to record Dwarka Brijlall's original deposition of the 6th September 1850, to prove that the 20th November 1848 was the day on which he was reported to have made use of the abusive language concerning the Resident, and his friendship with Mr. Reid.

As a translation of this has already been recorded for the prosecution (B.), this document is not required.

The accused wishes to record the memorandum-book of the Residency for November 1848; the Resident having produced it, extracts, being memoranda of the 19th and 20th November, are recorded (O.)

The accused then calls the following witnesses:

Narayenrow Chimajee is called in, and the Affirmation having been administered to him, he is examined by the Accused.

Narayenrow Chimajee.

When Nursoopunt gave me the document (E.), I put it into the bundle; I know nothing else about it; you did not take any gentleman's name at that time; you only gave me the paper.

Cross-examined by the Prosecutor.

The paper is in Hurreepunt's handwriting, I do not know who went to take it; he might have gone; I do not know whether I was present when Hurreepunt returned with the translation; I never heard Nursoopunt say that any gentleman was his patron.

By

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By the *Commissioner.*] I do not know whether it was customary to make translations of such papers as these or not; there have been several translations made of letters from Government; there are many of them in the records. I am quite certain that Nursoopunt, when he gave me this paper, only said, put it in the bundle. I am sure he said nothing else. I have no circumstance upon which to found my recollection that the above was all he said. Besides letters to be communicated to the Durbar and guaranteed parties, it is customary to translate orders from Government which are to be communicated to petitioners, but I cannot say whether that is applicable to this paper or not; but Nursoopunt's petition is mentioned in it.

[The witness, admitting the above, withdraws.

Moroba Hurree is called in, and having had the Affirmation administered to him, he is examined by the Accused.

Moroba Hurree.

I recollect that about two and a half years ago Hurreepunt said that Mr. Hykoop had given him the answer which had come from Government concerning your pension, and Hurreepunt was sent to have it translated, and he brought back the translation, but what was written in it I cannot tell. I did not hear you mention any gentleman's name when the translation was brought to you.

Cross-examined by the Prosecutor.

I was sitting near Hurreepunt, who was sitting next to Nursoopunt at the time. I go to Nursoopunt's sometimes; I do not go to do anything there, I go to inquire after his health; sometimes I copy papers for him; I sometimes take Nursoopunt's papers to Mr. Williamson to translate, and he asked 230 rupees for the job. It was Nursoopunt got me my appointment in the Residency. I came to this part of the country on expectations from Nursoopunt, and had my meals in his house, until I got an appointment. I do not know what charge there is against me; I only know that Mr. Battye told me that an order had come from Bombay for me to be suspended, as I was in collusion with Nursoopunt.

By the *Commissioner.*] I was writing in the office when Hurreepunt brought the translation; I was about three cubits from Nursoopunt when Hurreepunt brought the paper; Nursoopunt took the translation from Hurreepunt, but I did not hear what he said to him; I think Nursoopunt must have kept the paper; I am not certain whether he returned it to Hurreepunt or not, but most probably he kept it in his own bundle.

[The witness, admitting the above, withdraws.

Tatya Wittul, Rushee, is called in, and the Affirmation having been administered to him, he is examined by the Accused.

Tatya Wittul.

I have been in the habit of going to your house every day in the morning for three or four years, since you have been in Baroda. You were not in the habit of taking any Moosulman, Parsee, or European's name when at your prayers; you were at prayers for about two hours and a half; no Purboes, Banians, or others came into the room while you were at prayers; none but Brahmins came there; you did not speak ill of any during your prayers. I know Jeyram Hybutee by sight; I have no intercourse with him; I never heard of your having any dispute with him in Sunbut 1904 or 1905; I am not of the same caste with you; I am a Deshust, and you a Kurara Brahmin.

Cross-examined by the Prosecutor.

I have known Nursoopunt since I was taught by the schoolmaster, who held a school in his house at Ahmedabad, since I was eight or nine years old; I am now about 50; I have been a cloth-merchant in Baroda; I have never been a servant;

servant; I go to Nursoopunt's for the toolsee flowers for worship, and sometimes I sell him cloth. I go every day, sometimes at about seven, sometimes half-past, sometimes at eight o'clock in the morning; there is no fixed time; sometimes, if I have any business, or am hindered, I do not go, but otherwise I go every morning to his house. I sit on the carpet, and Nursoopunt is inside at his prayers. Brahmins, beggars, and veydantee certainly come and sit on the carpet at that time; except Brahmins, no others come in at that time; Goozerat Brahmins are admitted; I never saw any Moosulman there. If any low-caste people were to come there, the people of the house would not send them away. I do not know what would happen if people came on business; that is not business time. I now go every day to his house.

Re-examined by the Accused.

Purboes, who live in your house, come as far the carpet, and sit there; they do not go inside. I know nothing of other purboes.

By the *Commissioner.*] Nursoopunt has made a new oratory of a room, and sits inside, at worship; the door is open; sometimes he puts up a curtain there; he does not always; generally it is open. When Nursoopunt is at prayers, people sitting on the carpet would see him; those not on the carpet would not see him; the carpet is outside on the veranda; the carpet is not all over the veranda, only on three or four cubits of it. Sometimes Nursoopunt sits on one side, at his prayers, and then people sitting in the veranda, and not on the carpet, would not see him; when he sits forward they might see him. In the hot weather Nursoopunt sits in front of the door, not in the cold weather, then he sits on one side.

[The witness, admitting the above, withdraws.

Kasunath Mahadew is called in, and the Affirmation having been administered to him, he is examined by the Accused.

Kasunath Mahadew.

I have been in the habit of coming to your house every day for three or four years while you were at Baroda; I came always at your prayer time; you never took any Parsee, Mussulman, or European's names while you were at prayers; you were not accustomed to abuse any people while at prayers.

Cross-examined by the Prosecutor.

I am a physician; I go to everybody's house who call me to attend them; I go constantly to those persons with whom I am on terms of friendship, and to others when they send for me. I have been on terms of friendship with Nursoopunt for four or five years, since he came to Baroda. I go to Nursoopunt's at about quarter past seven, or quarter before eight in the morning; my house is near Nursoopunt's, about half as far again as from this to the office (about 200 yards); I stay at Nursoopunt's till he has finished his prayers and bathing. If there is any occasion, I go into his house, otherwise I sit near him while at prayers. I sit quite close to the door where he is at prayers; there is carpet there; there is the carpet* there, and beggars and others sit there. There is no fixed number who come there; sometimes they come in numbers; sometimes but three, four, or five come there; no fixed number. They come to beg, and to salute him. No people come for conversation, or to petition him. People come there to sell clothes; ghee and things of that kind. People who come there can see him at prayers. I get some 50 rupees or so a year from him. I might have failed some days to go to Nursoopunt's house. I do not know of any responsible people besides myself who frequent the house daily; beggars come there.

*S. O.

Re-examined by the Accused.

People who come to your house with things for sale, go to the carcoon and others about it; they do not come to you.

By the *Commissioner.*] I know Tatya Rushee; he comes constantly to Nursoopunt's house; by constantly, I mean daily; he sometimes has business, and does not come. I never saw any low-caste people there. Banians and people with things for sale come there. Purboes might come there, but for the most part I should say they did not.

[The witness, admitting the above, withdraws.

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The accused having no further evidence to produce, the defence is therefore here closed; and the prosecutor requiring until Thursday, the 25th, to prepare his reply, the case is adjourned until that day.

(signed) *W. E. Frere.*

Thursday, 25 September 1851.

Resumed this case from the adjournment of the 17th instant.

Th prosecutor and accused are in attendance.

The prosecutor proceeds to address the Commissioner in reply to the defence.

The prosecutor then offers the following documents in support of his reply:

Nursoopunt's application for a pension, to prove that before November 1848 he had sought permission to retire from the service.

The Exhibit (D.), proving that the application had been submitted to Governmen on the 9th September 1848; this evidence is not required.

Letter from Government, No. , dated 8th February last, to prove that Colonel Outram had made an application to Government to be furnished with copy of Nursoopunt's petition of the 18th September 1848, and had been refused it. (P.)

Letter from Government, No. 60, dated 4th January 1849, forwarding Jeyrow Hybutrow's petition (A.), and Captain French's answer, No. 14, dated 9th January 1849, (Q.) and (R.)

The prosecutor offers Jeyrow's deposition before him, as well as the deposition of other parties, translations of which form the Appendix of (B.) As the translations have been filed, the Commissioner does not think it necessary to file the originals, and they are rejected.

The prosecutor then calls the following witnesses.

Muncherjee Mehorwanjee, who is sworn, and examined by the Prosecutor.

Muncherjee Mehorwanjee.

There was no other writing but English on the letter (C.), of which I made a copy; the sheet of paper on which the note was written was full; it was not torn at all. It is now torn, and must have been torn since I copied it. I have not told anybody that there was Maratha or Goozerattee writing on the paper; but I have mentioned to somebody that seeing it was torn, I suspected that there had been writing on it.

Cross-examined by the Accused.

I kept the letter for upwards of two years without producing it, because Colonel Outram was not here, and there was no occasion to produce it; I did not show it to Baba Furkey, because he does not understand English; but I spoke to him about it. I mentioned it to Colonel Outram a few months after he came here, when I heard that he was going to Bombay, and that charges were to be brought against you, now eight months ago nearly. I do not keep Baba Furkey's accounts; I cannot tell when he went to or came from Bombay in 1850.

[The witness, admitting the above, withdraws.

Kessowrow Nursew is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Kessowrow Nursew.

I cannot tell how the note (C.) came to be torn; it was not torn, I think, when I sent it to Mr. Morris. I never read any endorsement upon it; nor did I write any memorandum on it.

The accused having no questions to put, witness admitting the above, withdraws.

The prosecutor then offers to call eight witnesses to prove that Nursoopunt was in the habit of holding assemblies, and transacting business of a morning at his own house. As Nursoopunt in his defence has only produced witnesses to prove that he never mentioned the names of low-caste people while at his prayers; and merely asserts that he never had people on business at his house, but has produced no evidence of it, the Commissioner cannot under the Act receive this.

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Heerachund Hurreebhaee is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Heerachund Hurreebhaee.

The document now shown me is in my handwriting; the date which I have put there as Kartey Vud 10th, I must have done by mistake; I cannot find it in the depositions; but on looking at the petition (A.), I find that that date is to it, so my mistake has probably arisen from that petition.

Cross-examined by the Accused.

Though Jeyrow in his petition does not mention that he had had any conversation with you on the 10th Kartey Vud, still having the petition, and all the papers by me when taking Dwarka's deposition, the mistake arose from it. Jeyram might have been present sometimes, and sometimes not, when the depositions were being taken, but he was not sitting near; he must have been outside. It was not from my asking Jeyram, nor from his sitting by, when I took the deposition, that I inserted the date into the question. The deposition was taken in the Resident's presence, and read over to him, and his signature taken upon it.

[The witness, admitting the above, withdraws.

The above deposition of Dwarka Brijlall, dated 6th September 1850, recorded (S.)

The prosecutor having no further evidence to produce, this case is closed.

(signed) *W. E. Frere.*

FINDING.—*Seventh Charge.*

IN this, the last charge against Nursoopunt, he is accused of "having at various times, between the 12th September 1848 and 1st May 1850, made an improper and unauthorised use of the name of the Honourable Mr. Reid, late member of Council, and encouraged the belief at Baroda that he enjoyed the support and confidence of that gentleman." To this, as to all the other charges, he has pleaded not guilty.

From the evidence produced in the case, it would appear that the time within which the offence was committed might have been restricted to a much shorter period than a year and three-quarters, not only because Mr. Reid had left India in the month of March 1849, so that the use of his name after that could have been nothing but a vain boast, but also because the witnesses in their depositions restrict the occasions to once about November 1848, and a second time about January 1849, and in considering the evidence the Commissioner will examine that which bears on each occasion separately.

To prove the first occasion on which Mr. Reid's name was unauthorisedly and improperly made use of, the prosecutor has produced the witnesses Jeyram Hybutrow, Bhow Nurotum, and Rowjee Hurree, all Brahmins, and Munsookram Pranjeewun and Dwarka Brijlall, both Banians.

Jeyrow (page 1619) deposes to having gone to Nursoopunt's one morning at prayer time, about October or November 1848, and to have asked him how his business (apparently restoration to office), would be settled, as Nursoopunt was about to take his pension; at his pension being mentioned, Nursoopunt got angry, and asked who was going to give him his pension; he then abused Colonel Outram, and said that Mr. Reid was his protector, and that he need not take his pension, and though the Resident had written for him to take it, yet he (Nursoopunt) had sent a detailed petition of all his service to Bombay, and had protection in Bombay, and would take his pension when he pleased; that his protection extended to Bombay, and nobody could take his relations' names.

The other four men corroborate Jeyrow's account, and that forms the evidence to prove the first occasion.

Pages 1620, 1621, 1623.

Against this, Nursoopunt defends himself in the third and four following paragraphs of his defence (N.); in the two first, by showing that Jeyrow was not to be believed, and was at enmity with him, or at least a friend of his rival Baba Furkey. In the next para. he takes objection to the other four witnesses. In the sixth, he urges the impossibility of the witnesses having been at his house, or his having made use of the words imputed to him; and in the seventh para.

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para., he shows that if the 10th of Karteg be the day on which the conversation is said to have taken place, he was then absent from Baroda. The only evidence he has produced are two witnesses, Tatya Wittul and Kasinath Mahadew, to prove that low-caste men did not come to him at prayer time, and that he was not at that time in the habit of abusing people, or taking the names of low-caste men.

The Commissioner, in considering these arguments, will not follow the above arrangement, but will first consider the time at which the transaction is said to have taken place. The witness Jeyrow says, (page 1619), that it was in Ashwin or Karteg 1905, as if he had said December or January of such a year, but explains himself by showing that he meant Ashwin of 1904, or Karteg 1905. Nursoopunt, in his defence, para. 7, takes advantage of the question put to Dwarka Brijlall by the Resident on the 6th September 1850, (the last paper in (B.) in which Jeyrow is assumed to have stated that it was on the 10th Karteg, which corresponds with the 20th November of 1848, that the transaction occurred, and proves by extracts from the native agent's diary (O.), that on that day he was with Captain French, in attendance on his Highness the Guicowar at Petland, thereby completely proving an alibi, if the 20th November was the day of the quarrel. But there is nothing in Jeyrow's evidence to fix that day, nor does Dwarka, in his answer, assent to it; he merely says that it happened about that time; and the way in which Heerachund, the carkoon (page 1629), accounts for his having taken that day, is to the Commissioner satisfactory, viz., that it was the date of Jeyrow's petition to Government, which he had before him at the time, and that he put the date into the question by mistake, and the Commissioner is therefore of opinion that the conversation, if it took place at all, did not occur on the 10th Karteg, but on some other day about that time, as deposed to by the witnesses.

And next, as to the time of day, the witnesses show that it was during the first watch, Nursoopunt's prayer time, which according to his own witnesses was the time at which people attended him.

To this part of the evidence Nursoopunt, in the sixth para. of his defence (N.), answers that it was well known that Purvoes, Banians, and Soodrs of all kinds, were prohibited from entering his room while at prayers, and that it is not customary to mention the names of Mussulmauns, Europeans, and low-caste people, or talk of such trifles as the present at prayer time. That it was universally known as a rule with him never to allow people to come to his house and speak with him on matters of business, and if by chance any man came he told him to go to the cutchery, but if he persisted he had him driven away; of this, however, the only proof he has offered is the evidence of Tatya Vittul and Kassinath Mahadew, who had been in the habit of attending at his house at prayer time every morning, and depose to his never taking Mussulmauns' Parsees', or Europeans' names at that time, and that Purvoes, Banians, and others, except Brahmins, were not allowed to come into the room, and that they never heard him speak ill of, or abuse any people at that time. It appears, however, from their cross-examination, that Nursoopunt performs his prayers and ablutions in a room, and that in front of the door of this room a carpet is spread, upon which the Brahmins, whether those versed in the vedas, beggars or others, sit, while Purvoes, Banians and others keep off the carpet; but as this is only three or four cubits long, though the people of inferior caste do not come into his room, they still are not, by the showing of his own witnesses, very far off. The witnesses, however, cannot tell what would happen if people came on business at that time, and as they have been in the habit of attending his house for three or four years, it appears strange if Nursoopunt was so exact in keeping people from interrupting him at home with matters of business, that he should not have produced evidence to prove the fact, or his witnesses should not have in that time learnt what the consequence of interruption was. As regards the assertion that it is not customary to talk of such trifles at prayer time, the Commissioner does not clearly understand what trifles Nursoopunt refers to, whether his own business or the witnesses'; if he refers to the subjects upon which the witnesses say they came to talk about, they being matters of importance to the suitors, ought not to be looked upon as trifles by him; and the third para. of his defence, in which he says he was so downcast from the situation in which he was placed, prevents its being supposed that his own affairs were the trifles he could not talk about, so that there appears to be nothing to have prevented the conversation deposed to taking place, and the two Banians and three Brahmins

Page 1626, 1627.

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mins being present at that time in the morning when Nursoopunt was accessible to his friends or dependants.

As regards the witnesses themselves, Nursoopunt, in the third para. of his defence (N.), states that Jeyrow has been turned out of the public service, and ordered not to be re-employed, and though he may have come to his house since then, he had no reason whatever for quarrelling with him, but that the petition (A.) was sent to Government, and all this evidence, and the petition were got up against him by Jeyrow's friend, Baba Furkey, in hopes of strengthening the recommendation then made that Baba Furkey should succeed Nursoopunt. He then goes on and urges the depressed state he was in at that time, as a reason why he should not give utterance to such improper and presumptuous language.

Regarding his assertion that Jeyrow was turned out of the public service while his son Kessowrow was native agent in the Rewa Kaunta, he has produced no evidence, and Jeyrow himself declares that it was not the Government servants, but the ryots, who procured his dismissal, and Nursoopunt himself admits that he came sometimes to his house, so that there is nothing improbable in his story, and excepting that the prosecutor (B.), admits him to be a man of notoriously bad character, the Commissioner would have had no occasion to suspect him; his story is very plausible, and consistent with the native character, and nothing seems more likely than, visiting Nursoopunt sometimes as he did, he should have excited his anger by referring to his compulsory resignation.

As regards the other witnesses, Nursoopunt says, in the 5th para., that he never knew Rowjee but once, and that he never saw the other three in his lifetime; that as the Pole's villages were being managed by the Resident, Bhow Nurotum could not have come to him about them, and that he has ascertained that Dwarka Vrizlall is a friend and next-door neighbour of Bugwan Bowanee, one of the witnesses in the last charge; so that, although Colonel Outram, in the 47th para. of his statement of facts (E.), recorded in the Sixth Case, says there is no ground to suspect collusion, there still is every reason to believe it to exist.

The Commissioner here, as he has invariably, as the assertions occurred, informed Nursoopunt that he could not give any weight to mere assertions, and that whenever he made them, if he wished them to be believed, he must bring evidence to support them. This he has not done; so the Commissioner of course concludes that Dwarka's evidence is quite as good as that of any of the other witnesses; indeed, as regards him and all the three others, Nursoopunt has had their names before him as witnesses for upwards of three months, and if he does not produce anything to show that they are not worthy of credit, the Commissioner sees no reason why they are not to be believed.

The slanderous petition to which Nursoopunt refers in the 4th para. of his defence, as having been prepared against him by Jeyrow, is that which forms Exhibit (A.) in this case, which purports to be from one Venayek Dhondeo, and which it appears from Exhibit (Q.) Government received on the 25th November 1848, complaining that Nursoopunt was in the habit of receiving bribes, and had delared that as he had Mr. Reid's support, he cared for no one, and would not allow those whom he supported to be injured, but could debase all he liked, and he would do so to those who desired his departure. This petition was, on the 4th of January 1849, sent to Captain French, with Mr. Chief Secretary Malet's letter, No. 60, with orders that he should ascertain and report whether the petition was *bonâ fide* from the party indicated. From the endorsement on the letter, it appears to have been received on the 9th, and the letter-book also shows the same date. The petition, however (A.), bears a note in Mahratta that it was received on the 8th, and Nursoopunt informed the Commissioner, and it very well accounts for the difference in the dates, that the letter was received on the 8th, and the enclosure given to him then, but that it was not entered as received in the English writer's office until the 9th, when the letter was sent there, together with Captain French's answer, No. 14, of that date (R.) to be copied. In this letter Captain French informs Government that no such person as Venayek Dhondew Abhesunker was to be found.

It appears, however, from Colonel Outram's letter to Government (207 B.), dated 7 September 1850, that about the 11th July 1850, he discovered that a person named Jeyrow Heybutrow, a man of bad repute, was the author of Venayek Dhondew's petition.

We have above seen that there was nothing in the circumstances of the time and

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and place to render what the witnesses have deposed to improbable, nor in the witnesses themselves to render their evidence unworthy of credit; so we will now proceed and consider the evidence itself. Nursoopunt, in the 5th para. of his defence, says that there is no occasion for him to point out all the discrepancies in the evidence of these five witnesses, and consequently points out none whatever, but calls particular attention to Munsookram's. The Commissioner cannot see anything in it to justify his rejecting it, though some further observations will be made upon it below.

There is always much room for remark on the evidence of witnesses deposing to facts and conversations they have overheard, as these five men have done; and the Commissioner always receives such evidence with reluctance, and weighs it with a strong bias against its credibility; and in this particular instance it appears improbable that Jeyrow, who made the petition to Government on the 20th November 1848, should not, before the 11th July 1850, have ascertained the names of those who were present at Nursoopunt's with him, and that it was not until the end of August, though questioned in July, that he should have set about searching for them. In a word, the Commissioner cannot believe it; but his knowledge of the native character leads him to conclude that Jeyrow's statement that he did not know these men, but would recognise them if he saw them, was only what a native would say under similar circumstances, and it is what he really did say in his examination before the Commissioner upwards of a year after he had pointed the men out, and they had been examined by the Resident, when he, without doubt, and as he subsequently admits, became acquainted with their names. There is nothing tangible, or open to direct refutation in the witnesses' evidence, except that of Munsookram, who says he went to Nursoopunt's on Gunputrow Talleekur's business. This, though Nursoopunt had denied that he was the Kuddeem's vakeel, he has brought no evidence to controvert; and if his evidence is false, Nursoopunt could have proved his assertion that he was not the Talleekur's vakeel, and, moreover, that the Tallekur had no business pending at that time, with as much ease, and with scarcely more stretch of memory, than was required to prove his *alibi* on the 20th November 1848. Munsookrum's evidence, then, would lead to the conclusion that these men did meet at Nursoopunt's, but then Munsookram did not see Nursoopunt, nor could the others, for there was a curtain up. Again, Nursoopunt when cross-examining these witnesses, never suggested that his own witnesses, Kassinath Mahdew and Tatya Vittul, might have been present, which, to give the evidence of these latter any weight, he certainly ought to have done. And, lastly, as regards the words spoken, the Commissioner must admit that, though very unbecoming, they were what a man in Nursoopunt's situation would very probably use, and that the result has shown he used, with what to the ignorant must appear a great show of truth. Again, Venayek Dhondew's petition was written and received in Bombay nearly six weeks before Government had decided that Nursoopunt might be allowed to withdraw his application to retire, and the story therefore could not have been fabricated on the strength of the favour then shown him; grounds for it must have arisen before, and as the speeches alleged to have been made by Nursoopunt are not such as a man would invent without some foundation for them, the Commissioner, reluctant though he always is to admit such evidence, is compelled to declare his conviction that Nursoopunt did, prior to the 20th November 1848, boast of the support he received from Mr. Reid, as deposed to by Jeyrow and the other four witnesses.

We next come to the second occasion on which Nursoopunt is alleged to have made a similar boast.

On the 8th January 1849, Mr. Chief Secretary Malet's letter, No. 59, dated the 4th January 1849, Exhibit (D.), was received, in which Government acknowledge Colonel Outram's letter of the 9th September, enclosing Nursoopunt's request to be allowed to retire on his pension, but allow Captain French to retain him if he is content to remain. When this news was promulgated, Nursoopunt told Mr. Hykoop (pages 1617, 1618), that it was from having Mr. Reid's support that he got over it; and when he had had a translation of it made, he told Hurree Appajee, who brought it to him (page 1618), that Mr. Reid was strong in council, and so he got this order. This Bajeeba, another witness called (page 1618), did not hear, nor did Narayen Row and Maroba (page 1625, 1626), called by the accused (para. 8), hear it; but the Commissioner does not think their evidence of so much value as that of Hurreepunt, who brought the paper, or of Mr. Hykoop, both of whom Nursoopunt adjured to speak the truth, and, to

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to the former of whom Nursoopunt, in cross-examining him, admitted that he made some remark in acknowledgment of his good fortune.

But in addition to this, Nursoopunt received from Bombay the letter (C.), dated 3d January, but with a post-mark of the 4th, purporting to come from Mr. Maurrice, and to be written at Mr. Reid's desire, telling him that Mr. Reid had strongly recommended his case to Government, and that Captain French would be informed that if he, Nursoopunt, wished to continue as native agent, Government would have no objection to his withdrawing his application. This version of the letter, though, as far as Nursoopunt was concerned, having the same result as Mr. Malet's, was very differently expressed from his, which only gave Captain French the option of retaining Nursoopunt if he required his services, and Nursoopunt was content to remain; but the letter went on further, and stated that Baba Furkey was not to be allowed to have anything to do with Government business, which certainly was in Mr. Malet's letter, and almost in the very same words. Nursoopunt is also informed that, through the favour of Messrs. Reid and Willoughby, the guarantee to Hurree Bhugtee's firm which Colonel Outram had recommended should be cancelled had been saved, but this is not alluded to in Mr. Malet's letter.

This letter, Nursoopunt says (N., para. 9, clause 1), he sent immediately (clause 7), next day to his son, Kessowrow, at Bansda, near Surat, as he concluded it was a trap laid to catch him by some of his enemies, and directed Kessowrow to write to Mr. Morris, the only person with a name of similar sound that he knew, and ask him to make inquiries and trace out the author. However, from Munchurjee Mehawanjee's evidence (page 1619) it appears that somebody, he does not know who, brought him the letter, before it was sent to Bansda, to explain and copy, and as he was a well known friend of Baba Furkey's, and saw his name in the letter, he kept a copy for himself, which he gave some time ago to Colonel Outram. Kessowrow (page 1622), however, instead of obeying his father's orders, if they were such as he mentions, kept the letter intending to take it with him to Bombay, whither he was going in March. He, however, forgot it, but spoke to Mr. Morris about it. Mr. Morris, in his deposition (H.), does not bear out Nursoopunt (para. 9, clause 2) and his son, for he says that it was he asked Kessowrow to let him have the letter, with a view to discover who had made use of his name; and that Kessowrow, though hesitating at first, subsequently appeared to fall into his views, and promised, after consulting his father, to let him have the letter, but did not send it for three months; nor does Kessowrow in his letter (R.) account for the delay.

Mr. Morris, however, does not appear to have been more active in his inquiries than Kessowrow, for in his letter to Mr. Malet (L.) he mentions that he showed the letter to Mr. Rouget and Mr. Showell, and that the latter showed it to Mr. Thomas, but without being able to detect the handwriting, and that it was returned to him shortly before he gave it to Mr. Malet, which was in the end of April last. But the question of the handwriting is only of secondary importance, or rather, as regards Nursoopunt, of no importance at all; for all that concerns him is whether he made use of this letter as a boast, or whether he really did believe it to be, and treated it as if it was, a hoax.

There is, in the Commissioner's opinion, but one reason why Nursoopunt should have thought this letter a hoax, and to that Nursoopunt has not referred; it is because the letter was sent bearing postage, and not franked, as it ought to have been if it came from Mr. Reid, or was written with his permission. For if there was no objection to Mr. Reid's causing this news to be communicated, there could be no reason why he should not frank the letter; and even if he knew that he was doing wrong by desiring a man to communicate news to Nursoopunt, still his frank on the envelope would not have been more embarrassing to him than would his name mentioned by his amanuensis be in the letter itself. With this one exception, everything was in favour of the letter being genuine. It was accompanied to Baroda by a letter to the Resident, corroborating the fact that Nursoopunt might remain in office, and that his rival (Baba Furkey) was overthrown. It also mentioned a fact, apparently passed over by Government *sub silentio*, that Hurree Bhugtee's guarantee was not, as recommended by Colonel Outram, to be forfeited, and it desired Nursoopunt to thank Mr. Reid through the writer. Now, there does not appear anything in the letter to awaken the suspicions of the most distrustful, nor the fears of the most timid; but there is every reason why Nursoopunt should have believed the letter true, at once have acknowledged

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acknowledged the receipt of it, and have conveyed his thanks for the consideration shown him. If he had at once, in this apparently most natural manner, written to Mr. Reid himself, he would only have adopted the course which any man would be expected to do; and if he did not do that, we can only conclude that, contrary to all reason, he considered it a hoax, or else that he knew it did not come from Mr. Reid, but from one of his own correspondents in the Bombay Secretariate, or from some person there anxious to open a correspondence with him; for, except from the Secretariate, he could not have obtained this news so early, unless from one of the members of Government. And his answer might, and ought to have been, couched in such terms that his worst enemy could not have turned it against him, even if he had, as he says in the fifth clause of the ninth para. of his defence, from the first believed it to be a hoax.

If Nursoopunt ever did answer the letter to Mr. Maurrice, though no such name appears in the Bombay "Directory," it must have found its destination; for the Commissioner could not, from January to August 1849, find any "unclaimed" letters bearing that address published in the Government "Gazette."

But now, assuming that Nursoopunt did believe the letter to be a hoax, let us see whether his conduct justifies that assumption, and that he tried to discover the author. The plain and straightforward thing for a man to have done, would have been to have sent the letter to Mr. Reid, in order that he might find out the delinquent, and ascertain how the news got out of the Secretariate; but Nursoopunt, in his defence (N.), para. 9, clause 5), concludes there was no use in writing to Mr. Reid, or informing him, until he had ascertained to a certainty who the writer was; but this argument is puerile; what did it signify to Nursoopunt who the writer was; he had nothing at stake, he had nothing to lose or gain by discovering the delinquent; and he at Baroda, or his son at Bansda, or during a week's visit to Bombay two months after, were not likely to ascertain who had written a letter from Bombay, if the writer had any wish to remain concealed.

Nursooopunt's having a copy made of the letter, before sending it to his son, would in any case (if he admitted it) have been a very natural piece of procedure; and if, in addition, he wanted to promulgate his intimacy with Mr. Reid, and emblazon his victory over Baba Furkey, one of the Baba's friends was the best copyist he could choose. Kessowrow having forgotten the letter when he went to Bombay, and not sending it for three months after his return, shows great apathy on his part, even if we do not give the fullest weight to Mr. Morris's idea that he was reluctant for his having mentioned it at all to Mr. Morris, has a favourable appearance, whether it was done with a view to ascertain what Mr. Morris knew about it, or for any other purpose, but that alone is not sufficient to atone for his former and subsequent neglect.

The Commissioner pointed out to Nursoopunt the very strong proof his letter to Kessowrow on the subject would be, as he must have sent it through the post-office; but as he has not produced it, the Commissioner cannot believe that either the father or son were in earnest in their endeavours to discover the author of the note, if they did not from the first know who he was, and consequently that Nursoopunt's conduct does not justify the idea that he believed the letter to be a hoax, or that he treated it as such, or that he tried to discover the author of it.

Upon the whole of this case, then, the Commissioner arrives at the following conclusion. That Nursoopunt, when angered by Jeyrow, some time before the 20th November 1848, made an improper use of Mr. Reid's name; that he made a similar use of it to Mr. Hykoop and Hurreepunt, on or after the 8th January 1849; and about the same time, with a view to the further promulgation of his boast, he had a copy of a letter he had received from Bombay, purporting to come under instructions from Mr. Reid, made by Muncherjee Mehrwanjee, an intimate friend of his rival, Baba Furkey; and that Nursoopunt has not attempted to show that he was in any way authorised to make this use of Mr. Reid's name.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

EAST INDIA.

RETURN to an Order of the Honourable the House of Commons, dated 24 February 1853;—*for*,

COPIES "of all DESPATCHES, MINUTES, or other DOCUMENTS (not already laid before Parliament) relating to the attempts of *Dhackjee Dadajee* to Bribe the Bombay Government and its Servants:"

"Of all other REPORTS, LETTERS, or PAPERS received subsequently to the Year 1840, on the subject of the alleged Corruption of Officers in the Political, Revenue, or Judicial Departments under the Bombay Government, and not already laid before Parliament:"

"Of all REPORTS or REPLIES (not already laid before Parliament) returned by Political, Revenue, or Judicial Officers of the Bombay Government, to the Circular Letters on the subject of Khutput (illicit influence), addressed to them by the said Government in May 1850; with the Dates on which they were received by the Bombay Government, the Indian Government, the Court of Directors, and the Board of Control respectively:"

"Of all CORRESPONDENCE and PAPERS (not already laid before Parliament) on the subject of the said Circular Letters, or the said Reports or Replies, on the belief of the Natives in the corruptibility of the Bombay Government or its subordinate Officers, or the means of eradicating the same:"

"Of all CORRESPONDENCE and PAPERS (not already laid before Parliament) on the subject of the Conduct of the Bombay Government in 'arresting *in limine*' some of Colonel *Outram*'s most important Investigations of Official Corruption, as described in the Political Letter of the Court of Directors of the 23d day of June 1852 (Parliamentary Paper, No. 560, of Session 1852, page 17), or on the subject of the Charges against Colonel *Outram*, contained in Minutes of the Bombay Government or its members, of labouring under 'Monomania' (Parliamentary Paper, No. 560, of Session 1852, page 1285), and of being actuated by 'rancorous personal feelings' (Parliamentary Paper, No. 560, of Session 1852, page 913), in his conduct of certain of those Inquiries which the Court of Directors afterwards declare to have been conducted with a 'zeal, energy, ability, and success' entitling him to credit (Parliamentary Paper, No. 560, of Session 1852, page 27):"

"Of all DOCUMENTS on the RECORDS of the INDIA HOUSE, showing, or tending to show, the views of individual Directors in reference to Colonel *Outram*'s Removal from Office, or in reference to the treatment he received from the Bombay Government, or in reference to the probable consequences of his Removal, or in reference to the measures by which these consequences might be best averted:"

"Of all DOCUMENTS tending to show what Measures have been taken by the Bombay Government, or ordered by the Court of Directors, for the purpose of eradicating the belief in the corruptibility of high Officials, which has been declared to exist at Baroda, by Colonel *Outram*, and also by Mr. *W. E. Frere*, the Commissioner despatched by Lord *Falkland*'s Government to report on certain allegations made by Colonel *Outram*, and who furnished a Report dated the 22d day of October 1851 (Parliamentary Paper, No. 560, of Session 1852, page 1013), and by other Public Servants:"

"And, of all DOCUMENTS tending to show if any or what Measures have been taken to effect the removal of, or convey censure to, the Minister and other members of the Guicowar's Durbar, pronounced Guilty by the Bombay Government of having laboured to thwart Colonel *Outram*'s legitimate and official Inquiries, and to interpose difficulties in the way of his doing justice to oppressed individuals entitled by guarantee to British Protection (Parliamentary Paper, No. 560, of Session 1852, p. 17, and p. 411)."

East India House,
June 1853.

JAMES C. MELVILL.

(*Mr. Otway.*)

(PART IV.)

Ordered, by The House of Commons, *to be Printed,*
15 *June* 1853.

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Dissent by Lieutenant-colonel Sykes; dated 7 July 1852 - - - 2053
Dissent by R. D Mangles, Esq., concurred in by others; dated 1 July 1852 - - - 2057
Dissent by W. B. Bayley, Esq., and others; dated 1 July 1852 - - - 2058

PAPERS CONNECTED WITH BARODA INTRIGUES,

In continuation of former Return.

Case of Venaik Moreshwur Furkey, and Letter thereon, from Lieutenant-Colonel Outram.

Case of Venaik Moreshwur Furkey.

Political Department, 1 October (No. 85) 1850.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

In Collection No. 9, accompanying our despatch to your Honourable Court, No. 16, dated the 16th February last, we submitted our proceedings in the case of an individual named Venaik Moreshwur Furkey, who had appealed to us for protection from the proceedings towards him of his Highness the Gaekwar, but in whose favour we had declined to interfere for the reasons therein given.

2. We have now the honour to forward to your Honourable Court copy of a letter, No. 131, dated the 22d June last, from Lieut.-colonel Outram, Resident at Baroda, soliciting a reconsideration of Venaik Moreshwur's case, on the grounds that the persecution which he has suffered arose from the aid which he had afforded him (Lieut.-colonel Outram) and others in exposing the depravity of certain native officials, not only of late, but in former years.

3. On the receipt of this letter, our Right honourable President recorded a minute, under date the 18th August last, animadverting on Colonel Outram's letter, and stating that there was no reason whatever for the interference of our Resident between his Highness the Gaekwar and Venaik Moreshwur Furkey, and proposing that Lieut.-colonel Outram be so informed, with the intimation that the former decision of Government was final.

4. The Honourable Mr. Willoughby dissented, and advocated a full investigation of the case, stating that he was absent from the Presidency when the last decision was passed, for had he been here he would have suggested a call for full information from Captain French, then Acting Resident at Baroda, on the statements made by Venaik Moreshwur. Mr. Willoughby at the same time stated it as his opinion, that if it could be proved that Venaik Moreshwur had been maltreated in consequence of the assistance he had afforded in detecting bribery and corruption, he is entitled to all the protection which the Government can extend to him, although from his having resided several years at Baroda, and accepted service from that State, he cannot claim such protection because he was originally a British subject. For his further reasons why an inquiry should be instituted in this case, we beg to refer your Honourable Court to the Honourable Mr. Willoughby's Minute, dated the 20th ultimo.

5. The Honourable Mr. Blane having concurred with our Right honourable President in adhering to our former resolution, Lieut.-colonel Outram has accordingly been informed to the effect directed by his Lordship.

We have, &c.
(signed) *J. P. Willoughby.*
D. A. Blane.

Bombay Castle, 1 October 1850.

Extract Political Letter to Bombay, dated 15 January (No. 3) 1851.

Complaint of Venaik Moreshwur Baba Phurkey of oppressive treatment by the Guicowar Government.

8. Lieut.-colonel Outram's letter of the 22d June 1850 seems to establish conclusively that this individual is a British subject, and Captain French, who led Government to believe on most

Case of Venaik Moreshwur Furkey.

most insufficient grounds that he had forfeited the rights belonging to him in that character, is justly chargeable with culpable negligence.

9. Baba Purkey was for a short time in the service of the Guicowar, from which he was dismissed, and, according to his own statement and Lieut.-colonel Outram's, was, on a false charge of conspiracy, placed in confinement, his house searched, and many of his papers carried off. He was subsequently liberated on giving security that he should not leave Baroda for three months.

10. By accepting office under the Guicowar, Baba Phurkey voluntarily subjected himself to such chances of subsequent molestation by his Highness's officers as might arise from the customary practices of the Baroda State; although, therefore, Lieut.-colonel Outram expresses a strong conviction that the treatment to which that individual has been subjected was brought on him solely by the aid which he afforded to the Resident in detecting malversation and corruption; there would have been no ground on which we could be called on to interfere in the matter, were it not asserted by the petitioner that the harsh measures were adopted in concert with the Officiating Resident, Captain French. That officer admits that he suggested Baba Phurky's dismissal from office; instead, however, of referring Lieut.-colonel Outram's letter to Captain French for explanation, you gave a virtual rebuke to Lieut.-colonel Outram for bringing forward the subject. We regret that you did not accept Captain French's offer to give that full explanation which was due to Government, in regard to his alleged part in the transaction complained of, and we direct that the opportunity of giving such explanation be now afforded to him.

Political Department, No. 60 of 1852.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. With reference to our despatches ennmerated in the margin,* we beg to forward a memorial in original to the address of your Honourable Court, dated the 10th ultimo, from "Venayek Moreshwur Furkey," *alias* "Baba Furkey," soliciting the interference of your Honourable Court in his behalf in the matters therein complained of.

2. For our sentiments on this memorial we beg to draw the attention of your Honourable Court to a Minute recorded by our Right honourable President, under date the 3d instant, which has been concurred in by the Honourable Mr. Bell, and to the Minute by the Honourable Mr. Blane, dated the 5th instant.

3. In forwarding these proceedings we beg to draw the especial attention of your Honourable Court to Lieut.-colonel Outram's two letters to the address of this Government, dated the 12th September and the 22d November last, copies of which communications formed Enclosures Nos. 1 and 24 to the Collection accompanying our Political Despatch to your Honourable Court, dated the 3d December last, No. 92 of 1851.

We have, &c.
(signed) *D. A. Blane.*
A. Bell.

Bombay Castle, 5 June 1852.

Extract Political Letter to Bombay, dated 31 December (No. 38) 1852.

Answer to Political Letter, dated 5th June (No. 60) 1852. Memorial from Venayck Moreshwur Phurkey, commonly called Baba Phurkey.

6. In this memorial Baba Phurkey recounts his services to the British Government and his alleged injuries from the Guicowar, and requests to be restored to political employment, to receive a pecuniary remuneration for losses incurred by

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* Political despatch, dated 23d July, No. 28 of 1840, paras. 39 and 42 of Enclosure to Enclosure No. 54; ditto, dated 21st August, No. 58 of 1844, Collection, No. 30; ditto, dated 31st January, No. 5, 1849; ditto, dated 16th February, No. 16 of 1850, para. 6, Collection No. 9; ditto, dated 1st October, No. 85 of 1850, entire; ditto, dated 1st December, No. 90 of 1851; ditto, dated 3d December, No. 92 of 1851; ditto, dated 17 January, No. 6 of 1852.

by him in consequence of his fidelity to Government, and to be aided in settling certain old claims of his family against the firm of Hurry Bhugtee.

Case of Venaik Moreshwur Furkey.

7. We are willing to admit that Baba Phurkey has on more than one occasion rendered valuable service to Government in the exposure of corrupt practices, and we do not doubt that by this conduct he incurred the enmity of powerful persons at Baroda. It is also highly probable that the conduct of the Guicowar government in searching his house, seizing his papers, and placing him under personal restraint, was partly the consequence of the enmity thus provoked; but the Phurkey, though a British subject, exposed himself to the treatment he experienced by accepting pay from the Guicowar (the grant of which has not been satisfactorily explained), and we cannot authorise any demand of redress on his behalf.

8. Still less can we sanction any demand on the Guicowar connected with the private claims of the memorialist or his family on a banking firm.

9. With respect to his request for political employment, we think that the circumstances under which he lost his situation of native agent to the Rewa Caunta Agency (in which we agree with you that Mr. Remington acted without sufficient inquiry) would, if taken alone, give him some claim to consideration.

10. But on this occasion your President has brought before us in a Minute the opinion which he has formed respecting the letter of a treasonable character towards the Guicowar, purporting to be written by his Highness's minister, Bhow Tambeykur, which was brought to the notice of Lieut.-colonel Outram by Baba Phurkey through the indirect channel of Mr. Gregor Grant. For the part which Mr. Grant took in this matter that officer has been censured by your Government and by us. Your President is of opinion that the affair was an intrigue of Baba Phurkey to ruin the minister, or at all events that the letter was a forgery, and known by the Phurkey not to have been written by Bhow Tambeykur. We are of opinion that, under these circumstances, the question of his future employment in any public situation must rest with the local authorities, after his conduct in this matter shall have been fully inquired into.

EXTRACT Bombay Political Consultation, 22 May 1850.

From Lieut.-colonel *J. Outram*, C. B., Resident at Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

No. 3911.

Sir,

I HAVE the honour to submit, for such consideration as the Right honourable the Governor in Council may consider the case deserving of, a petition from Venayak Moreshwur Baba Furkeh, which I have this day received, complaining of certain acts of oppression which he asserts to have suffered from the Baroda Durbar.

I am aware that it has been decided by Government that the petitioner is not entitled, as a British subject, to its interference, but as the petitioner asserts, and which does not appear to have been known to Government when its decision was formed, that he was dismissed from the service of his Highness the Guicowar at the instigation of the Officiating Resident, and that the subsequent persecution which he declares he was subjected to, arose from the enmity of the native establishment of the Residency, owing to his having been employed by me to trace out certain frauds in which I had reason, I conceived, to suspect them of being implicated, I trust it will be deemed but just and necessary that I should institute an inquiry into the matter on my return to Baroda.

I have, &c.
(signed) *J. Outram*,
Resident, Baroda.

Baroda, 11 April 1850.

Case of Venaik Moreshwur Furkey.

To Colonel *Outram*, C. B., &c. &c. &c., Resident at Baroda.

Sir,

The glad tidings of your arrival at Bombay, and the report that it is your intention to resume charge, very shortly, of your post of Resident at this place, have occasioned me great satisfaction, as all my hopes of relief from the difficulties with which I have had, and have still to contend, are centered in the disinterested support you have always been known to afford those meriting the same. I now trust that you will have it in your power to relieve me from the operation of any further oppressive and tyrannical measures which his Highness the Guicowar's Government may adopt towards me, and that you will kindly render me your valuable aid and countenance in my efforts to obtain redress and reparation for my loss of character and reputation, and for the very severe injury which my health has sustained from the rigorous confinement which has been imposed on me, and the harsh and altogether unjust treatment which I experienced.

It is needless, Sir, to inform you that the bitterest enmity was occasioned, and is still manifested towards me, in consequence of my having proved somewhat useful in my employment under the British Government, especially in concluding an investigation into the affairs of Goddajee Poll that was fairly and impartially conducted, and having exposed the irregular and improper acts of your native establishment; but more particularly owing to your having sent in my name for the appointment of the native agent at Baroda. Accordingly on your departure from Baroda, means were immediately resorted to to procure my ruin, but as the parties who endeavoured to bring about this purpose could not effect it, they, with the officers of the Guicowar's Government, entered into a conspiracy against me. My enemies having thus combined together put forth their whole strength, and their plots and machinations very soon produced results which have proved very prejudicial to my character, and have nearly blasted all my future prospects.

Through the instrumentality of the Mama Saheb, I was induced to accept an invitation to enter the service of his Highness the Guicowar, and a salary of 200 rupees a month was appointed for me, but I was not required to perform any definite duty. My enemies, however, with their usual adroitness, contrived to communicate indirectly to the Acting Resident, Captain French, false and malicious reports calculated to bias his mind against me. That gentleman, knowing nothing of me or my past services, was naturally inclined to receive as true the imputations which were diligently thrown upon my character, since he heard them from persons who he could not imagine had any motive to fabricate falsehoods against me. If he had known that those false and invidious statements to which he attended, were concocted by persons attached to the Residency establishment, and that they had managed to have those very statements reach his ears from the lips of influential personages about him, after they had been persuaded to adopt and circulate them; if this infamous trick had been detected by Captain French, he would never, I am confident, have suggested, which I have the best reason to believe he did, to his Highness the Guicowar, to remove me from his service after I had been in his employment for a period of six months and a half.

As a specimen of the malignant and slanderous things which were said of me, I will mention one; this was to the effect that I had built a large mansion out of ill-got wealth. The fact of my having been in easy circumstances since my arrival at Baroda from the Deccan, and before I entered the service of the British Government, was carefully suppressed. Neither was anything said by my detractors as to my connexion with the son of Hurree Punt Futteh, the commander of the Peishwa's army, a personage who possessed an immense fortune, and with whom I stood in great favour, and had therefore honourable opportunities afforded me of securing for myself a moderately independent competence. A knowledge of these facts, if any chance had made Captain French acquainted with them, might very probably have caused him to reflect on my case, and have saved me from the misfortune of being prejudged by him on such worthless testimony as that which was so industriously and insidiously forced upon his attention.

My disconnection from the service of the Guicowar did not, however, fully satisfy the malignity of my enemies. They formed a grand and comprehensive design, which they intended to carry out to its full extent, and the events which have occurred at Baroda since your departure, have demonstrated clearly how very earnest they have been in endeavouring to do me all the mischief they possibly could do. They were well aware that the moment you, Sir, would return to Baroda, all their evil intentions would be effectually frustrated, and that considering my past services and claims on the British Government, you might probably provide me with a situation of equal emolument or trust, of which I had been unjustly deprived. They were therefore not at all slow in contributing indirectly, through various sources which he regarded as truthful, every false statement that they thought might deepen the unfavourable impression already left on the mind of Captain French in regard to me. They finally caused the Guickwar to charge me with the treasonable offence of assisting to supplant him, and to procure the accession of his brother Appa Saheb to the Gadee. On this occasion the Guicowar having consulted with Captain French, I was informed that the latter gave his opinion, that as I was a subject of his Highness, summary measures might be adopted against me, and that his Highness was at liberty to act as he might choose in my case.

This hint was not unheeded. The Guickwar, emboldened by such a recognition of his despotic power, despatched a large party of his retainers to my house, and to my astonishment and dismay had every corner of it searched. All my papers were seized and scrutinized, and

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and some of them were carried away. I entreated that they might be deposited in proper custody at the Residency, or taken under my seal and afterwards inspected in the presence of a British officer; but all my remonstrances and representations were utterly disregarded. A guard was placed over me; I was rigorously confined to my house. No communication was permitted to be held with me by any one; nay, I was subjected to every species of humiliating hardship and tyranny that could be practised towards me. In this state of suffering I passed several days, after which I was called upon to furnish securities. I tendered the names of unexceptionable parties; they were objected to for one frivolous reason or another. My confinement was consequently prolonged for a further period of 10 weeks, after which I was liberated on bail, on condition that I should not depart from Baroda for three months. This occurred a few days before the Guicowar left his capital to visit Bombay.

During the above protracted term of 10 weeks no attempt was made to enter into any investigation of my conduct. I need scarcely remark, that no letter or document identifying me with any political or other offence was found amongst my papers.

These matters I have taken care to bring publicly to the notice of the Bombay Government as well as the Acting Resident, but as yet I have not been honoured with any intimation as to whether redress in any shape is to be afforded me for the many injuries which I have in different ways sustained from the unjustifiable, harsh, and oppressive conduct of the people holding authority at Baroda. I am sure, Sir, that this appeal to your generous feelings will not be in vain to one who has so wholesome an abhorrence of every shade of wrong doing as you have and always had, and will I know always continue to have. I have been treated in a manner quite at variance with the common principles of justice. Without any criminality whatever having been discovered to render me deserving of punishment, I have been precipitately condemned; I have suffered all that I should suffer were I a culprit convicted of serious crimes against the State. I have had my domestic privacy invaded by a gang of unscrupulous men; suspicion, insult, and disgrace have been causelessly and cruelly heaped upon me. I have been made to feel the humiliation and degradation of imprisonment for no offence with which I could be charged, or which could be proved against me; and now I am released under surveillance to become the butt and scorn of every unfeeling and unprincipled myrmidon of the Government of Baroda. Broken down in health and deeply injured in my hitherto fair character and reputation, what is to become of me? Am I, a subject of the British Government, to fall a victim to the wiles of the managers of a petty native State? Sir, nothing of this kind I feel confident can happen, while I may presume to reckon upon the powerful and well directed influence of an English gentleman, possessed of such just and honourable principles as he whom I have the honour of addressing. In your hands, Sir, I may safely leave the investigation of my case. Justice, strict and impartial justice, is all that I pray for. Your assistance then I earnestly invoke, and I trust that you will set the subject of my complaints in such a light before the Bombay Government that they may refer its investigation to you. More than justice I do not desire, and with feelings of the greatest respect,

I remain, &c.
(signed) *Venayeck Moreswer Baba Fudkeh.*

Baroda, 4 March 1850.

No. 1751 of 1850.—Political Department.

DOCUMENT TO WHOM SENT.	FOR REPORT.
Captain French, Officiating Resident, Baroda -	For Report.

By order of the Right honourable the Governor in Council.

Bombay Castle, 15 April 1850.

(signed) *H. E. Goldsmid,*
Secretary to Government.

No. 69 of 1850.—Political Department.

No. 3911 A.

From Captain *P. T. French*, Acting Resident at Baroda, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

In reply to the petition from Venaiek Moreshwer, forwarded for report on the 15th instant, No. 1751, I have the honour to state, with reference to Colonel Outram's letter of the 11th idem enclosed therein, 2d para., that

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Venaiek Moreshwur Baba Phurkee was not dismissed the service of the Guickwar at my instigation. I now, for the first time, learn, from his petition, which accompanies Colonel Outram's letter, that he was as long as six months in the employ of his Highness; but soon after hearing he was in his service, I told his Highness there was little wisdom, after having so lately declined to meet the wishes of Government touching vaccinators on the score of poverty, in employing, on 200 rupees a month, a man his father had denounced to a former Resident.

2. As far as I know, the petitioner has experienced no enmity from the native establishment of this Residency. From no member of it have I received reports of him that I can recollect.

3. I could reply to each assertion made by the petitioner, but do not conceive more can be required than above given, as he has been living in his Highness's capital for years back, and was but lately in his service.

4. This very day I had a verbal message from his Highness, asking if he should institute any further inquiry touching the papers found in the house of Baba Phurkee, and my reply was, that as he had given satisfactory security for future good conduct to this Government, I could see no use in further agitating the matter. The message was of a private nature for my advice, and had not been given above an hour when your letter came to hand.

5. If it is the wish of Government, I will be happy to advert to each point of complaint made by the petitioner. I would be glad to be allowed to do so, as an opportunity would be afforded me of stating the experience of my sojourn at this court of 17 months, so far as it relates to such persons as the petitioner in any way having a hold on or claim to the protection of our Government.

I have, &c.
(signed) *P. T. French*,
Acting Resident.

Baroda Residency,
18 April 1850.

No. 3912.

MINUTE by the Right Honourable the Governor, concurred in by his Excellency the Commander-in-Chief and the Honourable Mr. *Blane*.

It would perhaps have been as well had Captain French abstained from expressing any opinion to his Highness the Guicowar in reference to the employment of the petitioner; but as we have already on a former occasion declined to interfere in his behalf, I think it would be inexpedient now to re-open the matter.

(signed) *Falkland.*
W. Cotton.
D. A. Blane.

27 April 1850.

No. 2203 of 1850.—Political Department.

No. 3913.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Captain French's letter, No. 69, dated the 18th ultimo, reporting on a petition addressed to you on the 4th of the preceding month, by Venaek Moreshwur, complaining of the proceedings of his Highness the Guicowar.

2. In reply, I am desired to state, that it would, in the opinion of Government, have been as well had Captain French abstained from expressing any opinion to his Highness the Gackwar in reference to the employment of the petitioner; but Government having already on a former occasion declined to interfere on behalf of this individual, his Lordship in Council deems it inexpedient to re-open the matter.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle,
14 May 1850.

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Extract Bombay Political Consultation, October 1850.

No. 131 of 1850.—Political Department.

No. 8111.

From Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to Mr. Secretary Goldsmid's letter to my address, dated the 14th ultimo, No. 2203, in reply to my communication under date the 11th April last, forwarding a petition from Venaik Moreshwur Furkey, intimating that "Government having already on a former occasion declined to interfere in behalf of that individual, his Lordship in Council deems it inexpedient to re-open the matter, I am reluctantly compelled, by a sense of both duty and honour, again to address Government on the subject, in the hope that a consideration of the facts which I have now to urge, in support of that individual's claim to the protection of Government as a British subject, will satisfy the Right honourable the Governor in Council of the propriety of revoking the decision by which I am precluded from investigating the case.

2. Being myself convinced of the petitioner's just claim to the rights of a British subject, and that I can substantiate that claim, I should be wanting in my duty did I shrink from soliciting from Government the revocation of what I consider an unjust decision, formed on a misapprehension of the rights of the case. But I am also called up in honour to seek justice for this individual, because I have every reason to believe, and have little doubt I shall be able to prove, that the persecution which he has suffered arose from the aid which he had afforded to myself and others in exposing the depravity of certain native officials, not only of late, but in former years. The more especially as it does appear, from the late Acting Resident's reply to the petition forwarded with Mr. Goldsmid's letter, that his Highness the Guicowar must have been influenced in dismissing the man from his service, in some degree at least, by the representations of that officer. And I am positively assured by the Durbar Carkoon, who attends at the Residency, that the further persecutions of which the petitioner complains, *i. e.*, close imprisonment for upwards of 2 ½ months, the seizure of his papers, and the high security exacted from him, not only for good conduct, but also that he should not leave Baroda for three months, (when by proceeding to Bombay he might have laid his case before Government, while his Highness the Guicowar and myself were both there,) were adopted with the sanction, if not at the instigation of the Acting Resident.

3. As Venaick Moreshwur's petition, alluded to above, was transmitted by Government to the late Acting Resident "for report," without restriction as to any particular point adverted to therein, implying, consequently, that a full report was required, I cannot understand why that officer should have avoided the opportunity thus offered to him of explaining other grave allegations contained in the petition, under the conception that no further reply was necessary, than the rather inconsistent if not unsatisfactory one which he has given to a portion of the petition merely, especially as Captain French states that he would "be happy to advert to each point of the complaint made by the petitioner, and would be glad to be allowed to do so."

4. As before remarked, the petition having been sent by Government for the late Acting Resident's report, afforded the permission and called for the explanation on every point which that officer expresses himself so desirous to be allowed to give. Unless, therefore, Captain French had causes, which I am not in possession of, for supposing that a full explanation would not be acceptable to Government, it is obvious that he should have been more explicit. But as he states that he "could reply to each assertion made by the petitioner," and as he was well aware of the strong impression I entertained that great injustice had been done to the petitioner, I trusted that Captain French would gladly avail himself of the opportunity to explain to myself what he had left unexplained to Government. Accordingly I addressed that officer officially on the subject; copies of my letter and of his reply are appended, from which it will be observed that the late Acting Resident declines to afford me the information I requested, thus: No. 1.

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thus: "For my official acts at Baroda I am solely responsible to Government, and as they have not called on me to reply, as I offered to do, to the unnoticed points in the petition referred to, I must decline, though very reluctantly, affording the information you require, unless called on to do so by his Lordship in Council."

5. It rests with Government to judge how far an officer who had been officiating for a few months in a political office, is warranted in duty, if not in courtesy, in denying, except through the intervention of Government, any information in connexion with its affairs to the person at the head of that office for whom he had been officiating; but thus, a second time withholding the information asked for in this case, certainly seems little consistent with that eager desire to afford it expressed by the late Acting Resident; for he well knew that the information called for by me was intended to be communicated to Government, I having previously intimated to Captain French that I purposed making this appeal. It must, I think, satisfy the Right honourable the Governor in Council, moreover, that further explanation is necessary to enable Government to judge to what extent the Acting Resident really did interfere in this matter; and the result will, I am confident, satisfy his Lordship that the nature of that interference alone would render further investigation imperative, even if the petitioner were not, as I shall hereafter show, entitled to the protection of Government as a British subject, whose persecution has arisen solely from the faithful manner in which he had performed very important services to Government.

6. The former decision of Government, not to interfere in behalf of this petitioner, alluded to by Mr. Goldsmid, was grounded on the supposition that Venaik Moreshwer Furkey is not a British subject, to which it had been led by the late Acting Resident thus erroneously reporting, on the 22d November last, on that person's petition, dated 13th idem, "The petitioner is not a British subject, though originally years back he may have been. In the words of Mr. Secretary Willoughby, 8th January 1846, No. 115, 'He has resided at Baroda for the last seven years; he has in this respect forfeited the claims of a British subject.'" These words of Mr. Willoughby, as here put, would appear to have reference to this particular individual, whereas they were applied to an entirely different person, and in no respect could they apply to Venaik Moreshwer Furkey, who, although he may have at different times resided twice seven years at Baroda, cannot by any interpretation be said to have forfeited his rights as a British subject; for he ever has been, and continues to this day, the accredited vakeel from the head of his own ancient family (that of the late Hurry Punt Furkey, who was commander-in-chief of the Peishwa's army), now residing, as also does the family of Venaik Moreshwer himself reside, on the family estates at Nassick, within the British dominions, by whom he was deputed to Baroda some years ago to prosecute certain pecuniary claims against the firm of Hurry Bhugtee, which claims have not to this day been liquidated, although an order on the firm by the late Guicowar, directing their adjustment, was among the papers taken from him on the occasion of his seizure and imprisonment, of which the petitioner now complains.

Letter from Political Commissioner to Government, dated 22d Sept. 1837, No. 710.

7. In 1836, the late Guicowar expelled the petitioner from the city, and requested the Resident to send him out of the Guicowar's dominions. "On inquiry, however, that officer found that he had an undisputed claim on Tyajee Row for a sum of money, which his absence would prevent any chance of his recovering. As he was a British subject, therefore he (the Resident) refused to remove him until this claim should be settled. This was not done until the month of August last (1837); since which his Highness has again been urgent for his departure from his territory. Venaik Moreshwer Furkey was, therefore, ordered by me to leave, and, in reply, has given in the enclosed yads, stating the business which he has to transact, and producing a mookteearnamah from the head of the family, empowering him to act for him in this affair." Under the consideration of Venaik Moreshwer Furkey being a British subject, and holding the "mooteearnamah" as vakeel from the head of the family for the prosecution of claims against one of the guaranteed firms at Baroda, the Resident referred the matter to Government in a letter from which the above quotations are taken, dated 22d September 1837, No. 710. I cannot find the reply of Government on the records, but conclude it must have admitted the right of Venaik

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Venaik Moreshwer Furkey to British protection as he was not expelled from the Guicowar territory, and has since continued at Baroda as accredited vakeel of his family, excepting during the period of 5¼ years that he was employed in the British service as head carkoon of the Rewa Kanta Agency, and 11 months in 1847-48 that he resided in Bombay and with his family at Nassick.

8. Moreover, were not this individual's rights as a British subject secured to him by the formal "mookteearnmah" alluded to, which, as recognised by both British and Guicowar Governments, remains in force to this day, he had not forfeited those rights by an "uninterrupted residence of seven years within the Guicowar territory;" on which assumption the late Acting Resident so readily pronounced that he had no claim to British protection, for at the date of that officer's report, 22d November 1849, it still wanted some months to complete seven years since Venaik Moreshwer Furkey was in the British service, which he had given up at the end of March 1843, and it was then but one year and three quarters since he had been residing for nearly a year within the British territory.

9. It is thus apparent that Venaik Moreshwer Furkey is entitled, as a British subject, to the protection of Government. I shall now satisfy the Honourable Board that this person is most particularly deserving of that protection, and that he has suffered unmerited persecution for many years past, solely owing to the very important services which he rendered to Government in 1837, when, through his aid, you were enabled to bring to light the abominable system of bribery and corruption which then prevailed throughout the native political establishment of the Residency. Without the zealous and unflinching assistance of Venaik Moreshwur Furkey on that occasion, it would have been impossible to have convicted the delinquents; consequently, he incurred their bitter animosity and that of their powerful supporters in this country. It is only by going through the whole correspondence which passed between the Resident, the Political Agents of Kattywar and Mahee Kaunta, and Government, during those bribery prosecutions in 1837-38, that any conception can be formed of the vast difficulties and vexatious obstacles by which your investigations in those cases were opposed at every step; suffice it to say, I have no doubt you were as much impressed, as I myself was at the time, with the bold and independent spirit with which this man openly stood forward in our aid on that occasion (at a time when no other native, of whatever rank or station, dared to do so, except clandestinely), in defiance of all the power and wealth and unscrupulous villany by which the cause of the delinquents was supported.

10. As a reward for his great services at that time, to the full extent and importance of which I can bear testimony, for I was engaged with you in the arduous work of attempting to root out the corruption referred to, Venaik Moreshwur Furkey was appointed, in December 1837, head carkoon or native agent of the Rewa Kaunta, and as such served under you until August 1839, when, on your departure for Kattywar, you recorded your sense of his services in a certificate,* dated the 19th of that month (copy appended), in which you certified to the zeal and ability with which he had conducted not merely the duties of head carkoon at Rajpeepla, but also in that capacity those of head carkoon on the establishment of First Assistant Political Commissioner, and also as your head assistant in the sequestration of Pitland, and you thus conclude: "I can confidently recommend him for any employ, as a most useful, able, and honest man, and from his character, particularly fitted for the appointment he now holds." You had previously, moreover, thus testified his services on the occasion of the Naikra settlement in 1838: "I have had much reason to be satisfied with the conduct of Venaik Moreshwur Furkey, my head native assistant, who having formerly managed the Godrà districts, possessed much useful knowledge, and whose acquaintance with the Mehwasee Thakoors of that part of the country was exceedingly serviceable to me."

* No. 2.

11. Venaik Moreshwur Furkey continued at the head of the native establishment of the Rewa Kaunta Agency until the end of March 1843, when he was removed from office in rather a questionable manner by Mr. Remington, then in charge of the Rewa Kaunta; no charge of misconduct was brought against the Furkey, who had then filled the office 5¼ years, but, without explanation or warning, his situation was suddenly divided into four carkoonships,

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ships, and one of these, with proportionately reduced salary, he was told to retain if he pleased. This, it does not appear clear whether he declined or not, but not having promptly acceded, he found himself out of place altogether. He then petitioned Government for re-employment in its service; the petition was referred to Mr. Remington, then Officiating Political Commissioner, whose report,* dated the 22d February 1844, on which alone Venaik Moreshwer Furkey was condemned by Government, and declared a very "unfit person to be employed in any political capacity," displays, and even avows, so much prejudice against the man, that I must confess I am surprised that so serious an injury should have been inflicted by Government on one who had done so much in its service, on the grounds alone set forth in that document, without at least some further inquiry.

* No. 3.

12. The feeling by which Mr. Remington was influenced against this unfortunate man is apparent from his own showing. "From the very first, I was struck with the high tone he (Venaik Moreshwur Furkey) assumed, unlike anything of the kind I had ever seen exhibited by others holding a corresponding situation elsewhere, which, however suited to a native Durbar, was quite out of place in my cutcherry. * * * Feeling his continuance as the principal native officer on the Rewa Kaunta establishment in every way injurious, I sought his removal at a very early period, which at last was effected by a new distribution of the salary he received." A prejudice thus appears to have been caused by the independent manner of Venaik Moreshwer Furkey, so different from the comparatively sycophantish bearing to which, it would be inferred from these extracts, Mr. Remington had been accustomed before he entered the Political Department. However that may be, it is not likely that gentleman's dislike to his native agent would long escape the observation of the numerous enemies by whom he was surrounded, and to persons acquainted with the native character it will be very apparent how ably and zealously wily Brahmins who had ready access to the ear of an unsuspecting English gentleman, would improve their advantage by insinuating such representations against their enemy, the Furkey, as they saw best calculated to turn his master against him; but is it not strange that with all his predisposition against this man, and surrounded by such ready and able assistants to spy out his misdeeds, Mr. Remington should have been unable to adduce anything whatever tending to criminate Venaik Moreshwer Furkey in any way, or to bring one single tangible fault against him from the 15th August 1839, when he received charge of the Rewa Kaunta, until the 22d March 1843 (an interval of upwards of 3 ½ years), when he so dexterously got rid of the man by lowering his position and depriving him of three-fourths of his salary?

13. I do believe that not one native, of whatever rank, in this country out of one thousand could have passed through the very trying ordeal to which Venaik Moreshwer Fudkey had been exposed during his 5 ½ years' service in the Rewa Kanta untainted by even an accusation of corruption or malversation in office; he succeeded to the position from which one of the most cunning and inveterate of the Nagur fraternity, Mottee Purshotum (who afterwards figured so conspicuously in the Dackjee Dadajee affair in Bombay), had just been dismissed for corruption, at the same time that others of the same fraternity had been expelled for the same crime from the Residency and other political offices in Guzerat, principally through the exertions of the new incumbent (the Fudkey). The minor situations of those offices were still filled by the relatives of the discarded Nagurs, and their creatures still continued in various offices throughout the Rewa Kaunta, all of whom were actuated by one interest and one spirit against Venaik Moreshwer Fudkey, that of revenge; to effect his ruin was their constant object; his every act was watched, and had he been caught tripping, not a moment would have been lost in exposing him; nay more, they would not scruple to throw temptation in his way, and I have not a doubt that many a tempting bribe has been placed at their instigation within his reach, with every inducement held out to swallow the bait; and what extraordinary facilities were afforded to Venaik Moreshwer Fudkey to enrich himself by such means had he been disposed to do so; not a more prolific field for such gains then existed in India perhaps than the Rewa Kaunta at that time; first, during the distractions caused by the Naikra's disturbances, where every petty chief who had in any way committed himself would look to the native agent

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agent as the only means whereby to escape the penalty; next, from the attachment of Pitland, every landowner in which district would try to secure better terms for himself under the new Raj, through the native agent; lastly, owing to the new arrangement then being brought into operation for the management of the Rajpeepla and other petty states, all affording great facilities for illicit gains to the native agent, through whom all parties looked to effect their object; yet not one single charge of any species of corrupt practice was brought against Venaik Moreshwer Fudkey during the 5 ½ years of his incumbency of the office of native agent in the Rewa Kaunta, or was ever afterwards brought against him when he had left office.

14. I question whether any native servant of Government ever passed a similar period of 5 ½ years in any office in Guzerat, offering inducements and affording facilities for bribery, without, as in this instance, a single accusation or even imputation being brought against him, even when no enmity was at work, as in this case, to draw the victim into error, and then expose his crime. To show that such hostile supervision was actively employed against every native servant who had in any way aided in the conviction of any members of the Nagur fraternity, I may instance the fact of Mahdowlall, the native agent in the Maha Kaunta, through whose exertions chiefly I was enabled to establish the guilt of Dowlutram (Nagur), the head carkoon of that Agency, having himself been convicted and dismissed for a similar offence within a year or little more of obtaining his new office. Now this man possessed the highest testimonials from the gentlemen under whom he had previously served in the Kaira Collectorate, where he had risen to the highest station (that of dufturdar, if I recollect aright) a native could fill, before he was transferred to the Mahee Kaunta; in his office the opportunities for receiving or the inducements to offer bribes were less, at the same time that the Nagur influence was much more limited than what then existed in the Rewa Kaunta, but no sooner was Mahdoolall securely seated, as he thought, in his office, than he fell into snares which the Nagurs had laid to test his integrity, and was lost. Again, in Kattywar, about the same time, a Mahomedan of high character and educational acquirements, enjoying the friendship of many English gentlemen, named Mahomed Lootfulla, who had aided Mr. Erskine in convicting Chotumlal (Nagur) the head of the native establishment in that Agency, having been appointed to the office from which the latter was expelled, similarly fell a victim to the temptations to which he was exposed, also, I believe, within about a year of his appointment.

15. Surely with these examples before Government, together with the fact that every native who had heretofore filled a similar office to that which Venaik Moreshwur Furkey had maintained under such adverse circumstances, without accusation or taint for 5 ½ years, whether in Kattywar or the Mahee Kanta, in the Rewa Kanta or at the Baroda Residency, had been found corrupt, the singular instance of integrity on the part of this individual might well have entitled him to more consideration from Government than he met with, when, after getting rid of him in the manner shown above, Mr. Remington attempted to justify the treatment to which he had subjected the man by his report, dated 22 February 1844, which charges Venaik Moreshwur Furkey with no offence beyond that of an independent bearing, and maintaining a more extensive retinue of followers than Mr. Remington deemed suitable to his position, and proffers no ground for suspicion of his integrity beyond a more liberal expenditure than Mr. Remington thought necessary, and the building of a house in Baroda which Mr. Remington estimated to have cost half a lac of rupees. I shall now test these grounds of Mr. Remington's objections and suspicions, merely here remarking in anticipation of the argument occurring to the Honourable Board, that the fact of no accusations or proofs of any kind having been brought against this person might be the result merely of his superior tact and cunning, that there is not a man in Guzerat, European or native, possessing any knowledge of the Nagurs, and particularly of the individual character and abilities of those of the clan who were expelled from office in 1837-38, of the extensive ramifications throughout the native establishments in every office in Guzerat by which they were assisted, and of the all-powerful influences of the Guicowar Court, and of the wealth of the banking firms of Baroda by which they were supported, who will not declare that it was utterly impossible for any individual inimical to

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to them, and therefore watched by them, to escape detection if he had in any degree committed himself by a single dishonest act.

16. With regard to Mr. Remington's objections, I have to remark, that, with respect to the independent manner of Venaik Moreshwur Furkey, although doubtless different from the servility which Mr. Remington had been accustomed to meet with in his Collector's cutcherry in the Concan and Guzerat, to which that gentleman's services had I understand previously been confined, it is but the demeanor which he would observe in the Deccan, or elsewhere throughout India, generally prevails among the class of native gentry of good family, such as that of the Fudkey, one of the oldest in the Deccan. It is a mere matter of taste, and I myself confess to prefer the independent bearing of the native gentleman, even though through poverty filling a very subordinate position, to the cringing humility of the suitors who resort to our cutcheries. Mr. Remington's next objection is, that the Fudkey's domestic expenses were unusually "profuse, and the number of servants and horses he kept up, and the large retinue which accompanied him about the country, indicated rather a man of rank than a mere carkoon in our pay. It was at once evident that he was a man of unbounded means and independent of his salary, that his expenditure, so inconsistent with his position on the establishment, remained to be provided from illegitimate sources." Now surely you, Sir, who preceded Mr. Remington in office, and had for so long a period witnessed the retinue and expenditure of the native agent, which I have every reason to believe continued under Mr. Remington just the same as it was under you, were as capable of judging as that gentleman was whether it exceeded the limit of the Furkey's legitimate means. That you did not think so, is shown by the fact that you did not object to it; but Mr. Remington appears to have put down to the train of the native agent all the suitors and others who follow the camp of the Political Agent, and he does not seem to be aware how far a salary of 200 rupees per mensem would go towards defraying the very limited wants of a numerous native retinue, should the recipient be so generous as thus to dispose of it. You, I have no doubt, must have been satisfied that the Fudkey's expenditure did not exceed his salary; but admitting that it exceeded the income he derived from Government, it strikes me as being neither just or generous to assume, on that ground alone, that the difference could only have been made good from illegitimate sources. Venaik Moreshwur Fudkey, it is well known, is not only a man of family, but one of considerable private means. In illustration of this, it is merely necessary to mention, that a debt was recovered for him through the Resident, in 1837, amounting to 12;815 Baroda rupees, and I understand that from his first arrival here, and therefore some years prior to his taking service under Government, he owned a share in some loans, which he still retains, and derives an income from the interest thereof. The other and only remaining objection urged against the Fudkey by Mr. Remington was, that he "lately has constructed a stately house, in the most commanding situation in the city of Baroda, at a cost certainly not much under half a lac of rupees." In reference to this I would simply observe, that the house in question occupies the site of the old Residency Hospital, a part of the city in which you are aware no persons of wealth or consideration reside; and in the matter of cost, the Durbar, which will not be supposed likely to frame a very low estimate in such a case, has just at my request given in a valuation of the said house, according to which the original cost is estimated at 32,933 rupees, and its present value at 23,477 rupees. The Fudkey himself declares that the entire expenditure incurred was 21,904 rupees, and he professes his readiness to produce accounts which will prove the accuracy of his statement.*

17. Such and such only are the grounds on which Government felt itself entitled to stigmatise as "a very unfit person to be employed in any political capacity,"

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* I had nearly overlooked another remark of Mr. Remington, which calls for notice. That gentleman observes: "Neither the present Resident, nor his immediate predecessor, Mr. Sutherland, regarded petitioner favourably;" to which I have to remark, that, were such the case, it ought not to weigh against the man, because, employed as he was in the districts, and having nothing to do with the Residents, it is impossible they could know anything about him, except what the Court and those who had access to the Residency, all being his enemies, chose to say against him.

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capacity," this devoted servant, who alone of all the native gentry was found willing to brave the hostility of the most powerful classes in this country, by aiding in exposing the corrupt practices of the Nagurs, and one who subsequent to the assistance thus rendered us, had performed 5¼ years' faithful service; and this decision went far beyond what even Mr. Remington looked for, whose only object was to oppose the claim the Fudkey had advanced to be appointed native agent at the Residency at Baroda.

18. On my return to Baroda in 1847, after an absence of some years, I was informed that Venaik Moreshwur Furkey had been dismissed from Government service for misconduct, and the Government letter, dated 20th March 1844, No. 905,* above referred to, was adduced to prove the fact. Being more sorry than surprised at such a consummation, after the example of the native agents of the Mahee Kaunta and Kattywar, who I was aware had, notwithstanding their previous high characters, been dismissed for bribery within a few months of their appointment, I had little expectation that this individual could have avoided the contamination of the corrupt atmosphere of this court, to which he had been so much longer and more immediately exposed. I took his guilt for granted, therefore, on the strength of the Government decision conveyed in that letter, and refused to receive him at the Residency, and it was not until driven to seek extraneous aid to investigate the frauds committed in the Ghoragee Pole case, that I was induced further to think of this man. Bearing in recollection as I did the great intelligence he had displayed in unravelling former frauds connected with the same case, which were exposed by you in 1837 (*vide* your letter to Government, dated 15th December 1837, appended to which is the Fudkey's report), this induced me to investigate the grounds on which Government had come to its decision against Venaik Moreshwur Fudkey, and a careful study of the whole case so satisfied me that the Honourable Board has been misled into an act of great injustice towards that individual by the report of Mr. Remington, that I should at once have appealed on his behalf for a reconsideration of his case, had I not then learnt that the prohibition of Government to his re-employment had been virtually annulled by a subsequent letter,† dated 5th July 1847, with which he had been furnished, intimating, that although the Honourable the Governor in Council saw no reason for interfering on his behalf, he "might, on a vacancy occurring, apply to the local authorities," which is tantamount, in fact, to rescinding the previous prohibition to his employment. This satisfied me that Government had become aware of the injustice of the previous prohibition, and that there could be no impropriety in my then making use of this able man's services in any manner I might find necessary, and accordingly I did employ him, as reported in my letter to your address, dated 7th September 1848, No. 215, and the zeal and ability which he displayed on that occasion were such as I trusted would be considered by Government a sufficient warrant for my recommending him for the office of native agent here, which was then likely to become vacant.

19. I observe that the Right honourable the Governor in Council directed you, in replying to that report, after my departure to Egypt, under date 12th January 1849, to express the opinion of Government that I had "greatly erred in seeking extra aid in that inquiry from a person whose employment in a political office had before been forbidden by Government, a procedure which makes it evident that he (Lieutenant-colonel Outram) could not have examined the records of his office." When this censure was penned, his Lordship in Council could not have been aware that the prohibition alluded to, which was dated 20th March 1844, had been annulled by the subsequent communication, under date the 5th July 1847. Under these circumstances, and in consideration of the facts which I have advanced above, tending so fully to exonerate this individual from the blame, a belief in which had caused Government to issue that interdict to his re-employment, will, I trust, render the Honourable Board desirous to relieve me from this censure.

20. So far, however, from Venaik Moreshwar Fudkey's exertions on that occasion, or my after recommendation of him for this office, benefiting him any way, all his late misfortunes and oppressions of which he now complains are to be attributed, he believes, to those circumstances, for they brought down upon him, he avers, the enmity of the native agent and his friends, who having ready access

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* No. 4.

† No. 6.

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access to the late Officiating Resident, easily succeeded in poisoning that officer's mind against the unfortunate man, as his enemies had previously succeeded in turning Mr. Remington against him. As Captain French has left unreplied to the allegations contained in Venaik Moreshwar's petition, that his arrest and the seizure of his papers were ordered by his Highness the Guicowar after consultation with the Officiating Resident, and his representations have been confirmed to me by the Durbar carkoon and others, I can only assume that those measures were adopted with the sanction, if not at the instigation of the Acting Resident. In that case, that officer unwillingly lent himself to a proceeding by which the most innocent man might, in this country, and at this place especially, have his character blackened by unfounded crimes being palmed upon him through the foulest treachery, without a chance of righting himself; for by permitting a Mahratta Durbar to seize any man's papers without taking measures at the same time to secure their being at once sealed up in the presence of a person in whom he (the Resident) could confide, to prevent the possibility of their being tampered with, the door was thrown open for the practice of any villany which the victim's enemies might choose to concoct against him. Such, it will be seen from the accompanying extract from a petition from the brother of Venaik Moreshwar,* was apprehended at the time, and it might naturally have been anticipated by the Acting Resident, for whose neglect of the usual precautions in such cases I cannot account for. Even admitting the fact of the Fudkey being a Guicowar subject (which it has been seen that officer too readily assumed without due inquiry, on the information afforded him by the native agent I understand), still if, as asserted, that violent measure was adopted after consultation with the Resident,† whether that officer advised the measure or not, having become privy to the intention, and being by his position bound to tender advice to his Highness, he ought to have advised this precaution. Moreover, he ought to have insisted on it at least until Government should decide whether the party about to be subjected to this illegality and violence was a British subject or not; for although he (the Acting Resident) chose to pronounce that the man was not a British subject, he was aware that his predecessors had, on the contrary, considered and treated him as such, and that too with the sanction of Government.

* No. 5.

21. Fortunately for the doomed victim, his enemies were unable to succeed in their intention from, I presume, the difficulty they found in imitating the Fudkey's handwriting, for, after two days' endeavour, they could produce nothing to criminate him, and the only documents which could be found (or fabricated) of a nature to be turned against him were two, said to have been found among the Fudkey's papers, and, although of a fictitious address, said to have been addressed to him, "either of which" the Acting Resident pronounced "sufficient from their contents to warrant the proceedings of his Highness." In that case, it is a pity their "contents" were not communicated with Captain French's report (dated 22d November last), which had thus referred to them, if only to prevent the chance of future tampering with them, or at any rate, that, having been made over to the Acting Resident, he should not have retained them, or at least taken authenticated copies of them before returning them to the Durbar or otherwise, that he did not show them to his Assistant, who might have retained a more distinct recollection of their nature than he himself appears to possess, so far as I can judge from his replies to queries which at my desire Mr. Battye had put to Captain French on the subject, for I have much reason to believe that one of these two papers has since been changed, from its being so very different from the recollection which Captain French has of its purport.

22. That such a fraud might be attempted is very possible, because the only parties who read their contents to Captain French were the native agent and Durbar

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† If the Acting Resident's wishes had not been consulted in the matter, why should the papers found upon the Fudkey have afterwards been brought to that officer, and why should the Durbar have sent the message five months afterwards, reported by Captain French on the 18th April last, which message, I may observe, is very significant in other respects. "This very day I had a verbal message from his Highness, asking if he should institute any further inquiry touching the papers found in the house of Baba Fudkey."

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Durbar carkoon (the parties most interested in injuring the Fudkey), who, in their reliance on that officer's imperfect recollections, and well knowing that I should not be so easily satisfied as he was, may have taken advantage of the opportunity of the papers being returned to their hands to substantiate what they hoped might be more likely to impress me with his criminality. But the spuriousness of the paper referred to is transparent, and will, I doubt not, be proved on the investigation which it is the object of this despatch to solicit permission for my entering into. The other papers, referred to by the late Acting Resident, contains nothing to turn against Venaik Moreshwar, and both together, admitting their genuineness, would by no means warrant the illegal measures which were resorted to against this man, far less the most harsh manner in which those measures were carried out, nor his continued retention in close imprisonment for 2 ½ months, notwithstanding the repeated tender of most unexceptionable security, nor his being enlarged at last only on a heavy penalty, to deter him from leaving Baroda for three months, lest he should lay his complaint before Government at the time when his Highness the Guicowar and myself were both at the Presidency.

23. The fact of Venaik Moreshwar Fudkey having taken service under the Durbar for a period of 6 ½ months, can in no way lessen his claim to British interference; for, by the late Acting Resident's own showing, in his reply to the Fudkey's petition, dated 18th April last, it is evident that the man was dismissed from that service in consequence of Captain French's interference, and he was no longer in the service of the Durbar when the oppressions complained of took place.

24. The circumstances above stated will, I confidently trust, satisfy the Right honourable the Governor in Council that it is necessary and but just that a thorough inquiry should be instituted into the case of Venaik Moreshwar Fudkey, as set forth in his and his brother's several petitions, dated 13th November, 4th, 10th, and 21st December 1849, and 4th March last.

I have, &c.
(signed) *J. Outram*,
Resident.

Baroda Residency,
22 June 1850.

No. 1.

To Captain *P. T. French*, Late Acting Resident at Baroda.

Sir,

Observing that in your report on the petition of Venayk Moreshwer Fudkeah, dated 18th April last, No. 69, you have not noticed the following passage, in which it is stated that the summary measures of which the petitioner complained were adopted by the Durbar after consultation with you; (may I request you will do me the favour to inform me whether those measures (*i. e.* the arrest of the petitioner and seizure of his papers) were suggested by you, or if not, whether the intention to adopt them was intimated to you, and directly or indirectly approved by you prior to their being carried into effect?

Extract.

"They finally caused the Guicowar to charge me with the treasonable offence of assisting to supplant him, and to procure the accession of his brother, Appa Sahib, to the Gadee. On this occasion the Guicowar having consulted with Captain French, I was informed that the latter gave his opinion that as I was a subject of his Highness, summary measures might be adopted against me, and that his Highness was at liberty to act as he might choose in my case."

I also beg to know whether the circumstance asserted by the petitioner of a condition being exacted from him "not to leave Baroda for three months," after he was liberated from confinement, was exacted with your knowledge, sanction, or approval, in which case I trust you will not object to inform me what was the object of such condition.

I have, &c.
(signed) *J. Outram*,
Resident.

Baroda Residency,
25 May 1850.

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To Colonel *Outram*, C.B. Resident at Baroda.

Sir,

I HAVE just had the honour of receiving your letter of the 25th instant, regarding the treatment by his Highness the Guicowar of Venaick Moreshwer Furkey when I was Acting Resident at Baroda, and in reply beg to state that if my memory be correct, for I have not at this moment a copy by me of the report on his case, to which you allude as dated the 18th ultimo, No. 69, I therein informed Government that I had left some points in the petition of the Furkey unnoticed, but would be happy, if it was the wish of Government, to reply to all in detail from memory. To that letter I have received no reply, nor have I heard of its being noticed by Government in any shape.

2. Government decided that Venaick Moreshwer, having entered the service of his Highness, he had no longer any claim on us as a British subject.

3. For my official acts at Baroda I am solely responsible to Government, and as they have not called on me to reply, as I offered to do, to the unnoticed points in the petition referred to, I must decline, though very reluctantly, affording the information you require, unless called on to do so by his Lordship in Council.

I am, &c.
(signed) *P. T. French,*
Late Acting Resident, Baroda.

Bombay, 28 May 1850.

(True copies.)
(signed) M. Battye, Assistant Resident.

No. 2.

Baroda, 17 August 1839.

THIS is to certify that the bearer, Venaick Moreshwer Phurka, has held the situation of carcoon at Rajpeepla for 20 months, and in that capacity has conducted the duties of head carkoon on the establishment of the Assistant Political Commissioner with the greatest zeal and ability, and to my entire satisfaction; he was also my head assistant in the sequestration of Pitlad, and I owe much to his experience in business and the respect in which he is held by all classes of natives; his knowledge of the manner in which native governments act was also of great use to me. I can confidently recommend him for any employ, as a most useful, able, and honest man, and from his character particularly fitted for such an appointment as that he now holds.

(signed) *A. Malet,* Assistant Political Commissioner.

(True copy.)
(signed) M. Battye, Assistant Resident.

No. 3.

No. 43 of 1844.—Political Department.

To *J. P. Willoughby,* Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, dated 17th inst., No. 336, giving cover to a petition from Venaik Moreshwar, late head carkoon on the Rewakanta establishment.

2. The object of petitioner appears to be to procure the situation of native agent at the Residency, to succeed to which, he considers he possesses "a stronger claim than any one else."

1. Political Commissioner to Government, dated 5 Dec. 1843, No. 232.
2. Government reply, 14 Dec. 1843, No. 3159.
3. Political Commissioner to Mr. Pringle, 17 Dec. 1843, No. 1031.
4. Mr. Pringle to Political Commissioner, 23 Dec. 1843, No. 1334.

3. Adverting, however, to the correspondence noted in the margin, the appointment has been already filled by the nomination of Nursoo Punt, at present dufterdar in the establishment of the Revenue Commissioner for the Northern Division, and consequently there being no vacancy, it only remains to consider the fitness of petitioner to be re-employed in some similar situation under Government.

4. Of the history of Venaik Moreshwar, commonly called by the appellation of Baba Fudkey, but little that is authentic appears to be known at Baroda. He belongs to the Deccan, and his alleged object in coming to Baroda a few years ago was to arrange some family matters at the court of his Highness; disagreeing with the Durbar, he took up his residence in camp, where, having assiduously cultivated the acquaintance of some officers of a regiment stationed at the time, he procured an introduction to the Residency, and was finally appointed to succeed Motee Purshotum, who had been turned out of his situation on account of malpractices. The appointment bears date 15th December 1837, but I cannot discover that his nomination was submitted to the confirmation of Government.

5. Very

Case of Venaik Moreshwur Furkey.

Mr. Malet's Letter, dated 31 August 1838, to the address of the Political Commissioner.

5. Very shortly after his introduction to the office the First Assistant proceeded into the districts in pursuit of the Naikras, in apprehending whom his services were called into requisition. It is only justice to say that they were duly appreciated, and highly commended, and that in reporting his proceedings Mr. Malet remarked, "I have had much reason to be satisfied with the conduct of Venaik Moreshwar Phurkey, my head native assistant, who having formerly managed the Godra district, possessed much useful knowledge, and whose acquaintance with the Mehwasee Thakores of that part of the country, was exceedingly serviceable to me." Further, on resigning charge of the Agency, Mr. Malet granted him a certificate in which honourable mention is made of his services during the time he was employed under that gentleman.

6. As stated by Mr. Malet, petitioner acted as manager of the Punch Mhals previous to taking service in the Residency. He admitted to me that he at one time sought employment at the Court of Indore, and was afterwards an unsuccessful applicant for a situation under his Highness the Guickwar, and having failed in his object, he ultimately succeeded to a carcoonship of 200 rupees in the Rewa Kanta establishment, which he retained until last year, when another arrangement took place.

7. The favourable testimony borne to petitioner by Mr. Malet is certainly no slight praise, and no one is less disposed than myself to doubt the sincerity with which it was accorded. My estimation, however, of petitioner's fitness for public employ unfortunately falls considerably short of the character sketched by my predecessor, in the certificate annexed to his address to Government, and as my acquaintance with him has been of some duration, it may perhaps be allowed to have possessed a fair opportunity of judging of his merits.

8. From the very first I was struck with the high tone he assumed, unlike anything of the kind I had ever seen exhibited by others holding a corresponding situation elsewhere, which however suited to a native Durbar, was quite out of place in my cutcherry; the influence he possessed over the carcoons, some of whom he had managed to get appointed, was immense, and in the same degree was the hold he appeared to possess over the karbarees of the native states. His domestic expenses were unusually profuse, and the number of servants and horses he kept up, and the large retinue which accompanied him about the country, indicated rather a man of rank and importance than a mere carkoon in our employ. It was at once evident, that either he was a man of unbounded means and independent of his salary, or that his expenditure, so inconsistent with his position on that establishment, remained to be provided from illegitimate sources. Lately he has constructed a stately house in the most commanding situation in the city of Baroda, at a cost certainly not much under half a lac of rupees.

9. In the praise therefore bestowed in the only certificate he possesses, I cannot join. His "ability" as a man of business was never very apparent to me, and his "honesty" I would by no means vouch for. That "his knowledge of the manner in which native governments act" is profound, may be allowed, and as with those people low craft and deceit, without any principle of honour and integrity, obtain the appellation of great [*illegible*], it may be that he is thought something of, though "respected" is not nearly the word I would apply to represent their opinion of him.

10. Feeling his continuance as the principal native officer in the Rewakanta establishment was in every respect injurious, I sought his removal at a very early period, which at last was effected by a new distribution of the salary he received. In desiring his departure I had no one's interest to serve, unless it be that of the petty State, burdened with a contribution for which it received no equivalent. My own establishment has been reduced in number, and the only benefit derived from the change has been a greater degree of efficiency in the country, which was partly my aim in soliciting the alteration.

11. Neither the present Resident, nor his immediate predecessor, ever regarded petitioner favourably, and the late Mr. Sutherland frequently expressed to me his surprise that a man so [*illegible*], and apparently so little deserving, should have succeeded to a situation which tried and faithful servants of our Government would have been too thankful to have received in the way of promotion.

12. For the situation then of native agent, the most confidential and important that a man can hold, and which officers of the highest rank and umblemished character, like Nursoo Punt, aspire to, I consider Venaik Moreshwar in every respect unfit, as also for any other post of equal importance.

13. Such being my own opinion of this individual, I would willingly have postponed a reply to your letter, had I not been persuaded that these sentiments are coincided in by the Resident; but as it is, should this representation be deemed by Government to be overcharged, Mr. Boyd can still be appealed to for a character. It will, however, be observed, that petitioner admits the Resident has never attended to his application for re-employment, a fair indication of what is thought of him in that quarter.

(signed) *A. Remington,*
First Assist. Pol. Com., and Resident in Charge.

Baroda Residency, 22 February 1844.

(True Copy.)
(signed) M. Battye, Assistant Resident.

Case of Venaik Moreshwur Furkey.

No. 4.

No. 905 of 1844.—Political Department.

From the Chief Secretary to Government, Bombay, to *A. Remington*, Esq., First Assistant Political Commissioner for Guzerat, in Charge.

Sir,

With reference to your report dated the 22d ultimo, No. 43, on the petition from Venaik Moreshwur Furkey, dated the 27th December last, I am directed to inform you, that from the account given by you of this individual, the Honourable the Governor in Council is of opinion that he is a very unfit person to be employed in any political capacity, and more especially so in the important situation of native agent at Baroda. Venaik Moreshwur has therefore been informed that his request to be re-employed by Government cannot be complied with.

I have, &c.
(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 20 March 1844.

(True copy)
(signed) M. Battye, Assistant Resident.

No. 5.

Extract of a Petition from *Kooshaba Bhow Furkey*, of Nassick, to the Address of the Right Honourable the Governor in Council, dated 10th December 1849.

14. Your memorialist has recently been informed that the native officers having made some adverse statement to his Highness, and having entertained some unaccountable suspicion, 50 sebundees with other persons in the service of his Highness, amounting altogether to about a hundred persons, came, and having made an attack suddenly upon the house of your memorialist's brother at Baroda, have laid it under an attachment, and placed your memorialist's brother and others under restraint. Having then searched the whole of the house, they inspected during two days all the documents and paper belonging to your memorialist's brother; but as those people did not find any documents whatever to accord with the suspicions which they seem to have entertained, the native officers tied up the papers in their roomals, or cloth coverings, and went away; but the sebundies were stationed there, and your memorialist's brother was left in confinement. On the third day the native officers having returned again, searched the house, and examined the papers and caused great distress to your memorialist's brother, who was suffering from indisposition. They on that occasion carried away some of those papers which they had inspected on the first occasion, and it is not known what plan was contrived by those people to injure your memorialist's brother. He was subsequently brought before the Durbar by force, as a prisoner. At that time he was in a very weak state of health, but this circumstance was not considered at all, and many false meanings having been assigned to the contents of the papers which were seized, your memorialist's brother was required to answer the questions which were put to him. Your memorialist's brother stated that he was then suffering from illness, and was physically unable to answer them, but that he would do so when he recovered, &c. Having sent a verbal representation to this effect to his Highness, your memorialist's brother succeeded in exciting his personal compassion for your memorialist's brother, who was therefore brought back to his house. Afterwards, security was demanded from him to the amount of 16,000 rupees, it being left optional with him to comply with this requisition, or to pay 16,000 rupees in ready money; but your memorialist's brother had it not in his power to raise so considerable a sum, nor could he see why such a demand was made. Nevertheless your memorialist's brother consented to give security in the persons of Bhaoo Sahbe, Shastree Putwurdhun, and other gentlemen of note; yet the public officers objected to them, and asked for security in the persons of great bankers like Hurree Buktee and Gopal Row Myrall; but your memorialist's brother being now a prisoner, how could a person in his situation get bankers to stand security for him? Your memorialist's brother would, however, have presented Kandass Wajjee's people and other bankers as his securities, but the public officers at once threatened them, and prohibited them from so assisting your memorialist's brother. On that account he could not obtain any banker to become his security, thus is your memorialist's brother tyrannically treated at Baroda without any cause whatever; but as he, as well as your memorialist, is indisputably a subject of the Honourable Company's Government, your memorialist on his part again reiterates his hope that your Lordship in Council may be pleased to order that your memorialist's brother may be immediately released from the restraint in which he is placed, and from the oppressive treatment which he is compelled to undergo.

15. Among the papers which the person before mentioned carried away from your memorialist's brother's house, there is not one relating to any political plot or disturbance, or

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or one document regarding any matters of the state. They probably relate to private family affairs, but those people having entertained suspicions that your memorialist's brother might be concerned in the intrigues which they have with one another in the household of his Highness, they therefore searched the house of your memorialist's brother in every way they chose, but as no papers or documents to serve their purpose had ever existed therein, they could not of course find any of that description. Nevertheless, they got up a false accusation and disgraced your memorialist's brother, and are still disgracing him. But your memorialist's brother had served the Honourable Company's Government, and still entertains a hope to be further employed in their service, and his good character and conduct are well known to the British gentlemen under whose control he was employed, and your memorialist can confidently aver that his brother is incapable of acting in the manner he has been charged with having acted, and your Lordship in Council may be convinced of his innocence from the fact, that notwithstanding all the inquiry which those people who are inimical to him at Baroda have caused to be instituted, nothing whatever has been discovered to criminate him. It is, however, their intention to carry away some other papers and documents, and to extract false meanings out of them to suit their purposes. The public officers and their partizans have conceived great enmity towards your memorialist's brother; therefore, your memorialist fears that those people will not scruple to fabricate false documents to carry out their views, for, on the first day when the whole of the papers of your memorialist's brother were examined, nothing in the shape of evidence against him could be found. It was then thought that all the harsh measures which had been adopted would have ceased, but instead of this being the case, greater oppression began to be practised. Your memorialist greatly fears that some treachery must be contemplated, since, not satisfied with their first examination of the papers, they have again examined them and carried away some of them, and have not removed the watchmen and sentries whom they stationed at the house of your memorialist's brother. But your memorialist fully relies upon the justice of the Honourable Company's Government, and that when an investigation takes place, no fraud or treachery will be allowed to take place, and if any offence can be justly and legally proved against your memorialist's brother, it is the Company's Government only who have the right to punish him. Your memorialist, therefore, begs that it may be ordered that any interrogatories which the Guikwar's Government may address to your memorialist's brother, may come to him through the British Resident at his Highness's Court, and that the Resident may be empowered to conduct the investigation.

(True extract.)
(signed) *M. Battye*, Assistant Resident.

No. 6.

No. 2463 of 1847.—Political Department.

From *A. Malet*, Esq., Secretary to the Government, Bombay, to *Vinayek Moreshwur Fudkey*, Bombay.

Sir,

In reply to your petition dated the 1st instant, soliciting that you may be appointed to some situation under Government, I am directed to inform you that the Honourable the Governor in Council sees no reason to interfere in your behalf, but that you may, on a vacancy occurring, apply to the local authorities.

By order of the Honourable the Governor in Council,

(signed) *A. Malet*,
Secretary to Government.

Bombay Castle, 5 July 1847.

(True copy.)
(signed) M. Battye, Assistant Resident.

MINUTE by the Right Honourable the Governor. No. 8112.

I REGRET that Lieutenant-colonel Outram has revived this question, more especially as I cannot but regard his letter to Government as intemperate and indiscreet.

2. I would inform Lieutenant-colonel Outram that our former decision in this case is to be deemed final, and that we see no reason whatever for the interference of our Resident between this individual (Phurkee), and his Highness the Guicowar.

18 August 1850. (signed) *Falkland.*

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No. 8113.

MINUTE by the Honourable Mr. *Willoughby.*

I WAS absent from the Presidency when the last decision was passed in this case, consequent on the receipt of Lieutenant-colonel Outram's letter of the 11th April last. Had I been present, I should have stated it to be my opinion that the statements therein made required an explanation from the Acting Resident, and that if it can be proved that Baba Phurkaee has been maltreated in consequence of the assistance he has afforded in detecting bribery and corruption, he is entitled to all the protection which we can extend to him; although from his having resided several years at Baroda, and accepted service in a foreign state, he cannot claim such protection because he was originally a British subject.

2. The extent of bribery and corruption among our native establishments in Guzerat, and especially at Baroda, is unhappily notorious. Some cases of this kind have very recently been before the Board, and more may soon be expected, in connexion with the case of Joitabhaee, the widow of the wealthy banker, belonging to the firm of Hurree Bukty & Co., at Baroda, who has for a long time past failed to obtain a hearing by the most corrupt means, to the great discredit I fear of the British Government.

3. It is evident that Lieutenant-colonel Outram believes, and I have not a doubt honestly and in good faith believes, that Baba Pherkeea has been subjected to oppression and ill treatment for having aided him in bringing corrupt practices to light, and that his dismissal from the Guicowar service was in part occasioned by the representations of Captain French; the Right Honourable the Governor* apparently not approving of the Acting Resident's proceedings.

4. With reference to paras. 2, 9, and 20 of Lieutenant-colonel Outram's present report, so far from considering that officer, with the impressions therein stated, to have acted indiscreetly and intemperately in submitting this representation to Government, I do not see how, as a man of honour, he could have avoided doing so.

5. I cannot therefore concur in the censure passed upon the Resident, but in order to support his meritorious exertions in the exposure of corruption, and in order that other persons may not be deterred from assisting those exertions, by seeing from the example of Baba Phurkeea, that maltreatment, instead of reward, is the result, I think the case should, as proposed by Lieutenant-colonel Outram, be fully investigated.

20 September 1850. (signed) *J. P. Willoughby.*

No. 8114.

MINUTE by the Honourable Mr. *Blane*, concurred in by the Right Honourable the Governor.

I QUITE concur with the Right honourable President in adhering to our former resolution, as to the claim of this individual to the interference of the British Government, and cannot but regard Colonel Outram's strictures on the proceedings of Mr. Remington, and the late Acting Resident, Captain French, as well as the tone of his remarks relating to the decisions of Government, as exceedingly ill-advised.

20 September 1850. (signed) *D. A. Blane.*
Falkland.

Seen (signed) *J. P. Willoughby.*

No. 8115.

No. 4489 of 1850.—Political Department.

From the Secretary to Government of Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 131, dated the 22d June last, soliciting a reconsideration of the case of Venack Moreshwur Furkey.

2. In

* See his Lordship's Minute, dated the 27th April 1850.

Case of Venaik Moreshwur Furkey.

2. In reply, I am desired to inform you that the former decision of Government in this case is final, and that his Lordship in Council sees no reason whatever for your interference between this individual and his Highness the Gaekwar.

I have, &c.
(signed) *J. G. Lumsden*,
Secretary to Government.

Bombay Castle, 1 October 1850.

(True extract.)
J. G. Lumsden, Secretary to Government.

Extract Bombay Political Consultation, February 1852.

No. 18 of 1852.—Political Department.

No. 912.

From Lieutenant *M. Battye*, Assistant Resident in Charge, Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to your letter of the 5th instant, No. 27 A., I have the honour to inform you that Venaik Moreshwur Fudkey has this day left Baroda for Surat, with the intention, I believe, of visiting the Presidency, and that I have afforded him the necessary protection for his safe transit through his Highness the Gaekwar's territory, agreeably to the instructions contained in your letter under acknowledgment.

I have, &c.
(signed) *M. Battye*,
Assistant Resident in Charge.

Baroda Residency,
19 January 1852.

No. 2570.

PETITION from *Venayek Moreshwur Fudkay*, of Nassick, at present residing in Bombay, to the Right Honourable the Governor in Council, Bombay,

Humbly showeth,

THAT your petitioner having been subjected to great injustice and oppression at the hands of the Gaekwar's Government at Baroda, from the year 1849 up to the present time, owing to the instigations of the Acting Resident, Captain French, which matters have been frequently brought to the notice of your Honourable Board in petitions from himself, his brother, and other persons on his behalf; consequent whereon reports may have been received from the Acting Resident, and orders and instructions issued thereon by your Honourable Board; and as, latterly, Colonel Outram may have reported, in reference to a petition of the 4th March 1850, from your petitioner to that officer's address:

Your petitioner, therefore, humbly prays that he may be permitted to have copies of all the documents in question, in connexion with the subject abovementioned, and that the same may be forwarded, with your Honourable Board's reply hereto, to your petitioner at his residence in Bombay, at Combahtokda.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Venayek Moreshwur Fudkay*.

Bombay, 5 March 1852.

No. 2571.

MINUTE by the Honourable Mr. *Bell*, concurred in by the Honourable Mr. *Warden*.

PETITIONER may be informed that his request cannot be complied with.

(signed) *A. Bell*.
J. Warden.

26 March 1852.

Case of Venaik Moreshwur Furkey.

No. 2572.

No. 1445 of 1852.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to *Venayek Moreshwur Furkay*, Bombay.

I AM directed by the Right honourable the Governor in Council to inform you, that the request contained in your petition, dated the 25th ultimo, cannot be complied with.

By order, &c.
Bombay Castle, 2 April 1852.
(signed) *H. E. Goldsmid*,
Secretary to Government.

From *Venayek Moreshwur Furkay* alias *Baba Furkay*, to *H. E. Goldsmid*, Esq., Secretary to Government in Charge, Political Department, Bombay.

Sir,

I DO myself the honour to enclose a petition, in triplicate, from myself, addressed to the Honourable the Court of Directors in London, and earnestly request that his Lordship the Right honourable the Governor in Council will do me the favour to take an early opportunity of forwarding the same to its destination.

I have, &c.
(signed) *Venayek Moreshwur Furkay* alias *Baba Furkay.*
Bombay, 10 May 1852.

To the Honourable the Court of Directors of the East India Company, London.

The humble Petition of *Venayek Moreshwur Furkey* (alias *Baba Furkey*) a native of Nassick, and now a Resident in Bombay,

Showeth,

THAT your petitioner was born at Nassick, a town within the British territories, in the Deccan, and was brought up by his late father, Moreshwur Bullal Furkey, who, being of the same family, was a protégé of the late Hurry Punt Furkey, commander-in-chief of the Peishwa's army.

2. That your petitioner is, has ever considered himself to be, and was considered by the late Messrs. Sutherland, Boyd, and Williams (all members of your Bombay Civil Service, and all at different periods Residents at Baroda), as a British subject.

3. That Sir Robert Arbuthnot, Baronet, late of your Bombay Civil Service, and formerly Resident at Baroda, also considered your petitioner to be a British subject.

4. That Lieutenant-colonel Outram, C. B., the late Resident at Baroda, also considered your petitioner to be a British subject, as also did Mr. Arthur Malet, of your Civil Service, formerly Officiating Resident at Baroda, now Chief Secretary at Bombay.

5. That, as a British subject, your petitioner comes before your Honourable Court, and humbly begs that his case, which is one of extreme hardship, and where great oppression has been used towards him, may obtain that justice which has hitherto been denied your petitioner.

6. That if your Honourable Court deems this petition long, or thinks that it enters too much into needless details, your Honourable Court will remember that your petitioner has no one to look to for justice but the Honourable Court of Directors, and that his earnest wish is to have his case fully understood by that honourable body.

7. That your petitioner can refer your Honourable Court, with confidence, to Lieutenant-colonel Outram, late Resident at Baroda, who will no doubt inform your Honourable Court what services your petitioner has performed while serving the British Government.

8. That your petitioner can also refer with confidence to the character which would be given him by Mr. Arthur Malet, of your Civil Service, under whom your petitioner served when that gentleman was Assistant Resident in charge of the Rewa Caunta.

9. That in the year 1831, your petitioner proceeded to Baroda, as the agent of Pandoorung Mahdowrow Furkey, grandson and heir of the late Hurry Punt Furkey, the commander-in-chief of the Peishwa's army.

10. That your petitioner's object in proceeding to Baroda was to recover, as agent of Pandoorung Mahdowrow Furkey, certain large sums of money which were owing to the estate

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estate of the late Hurry Punt Furkey, both by his Highness the Guicowar, and by the firm of Hurry Bucktee, the celebrated bankers of Baroda, as well as certain Enam villages which belonged likewise to the estate of the late Hurry Punt Furkey, but which had been taken possession of by his Highness the Guicowar.

11. That the said Pandoorung Mahdowrow Furkey gave your petitioner all the papers, sunnuds, &c., to prove his (Pandoorung's) claim to the above property. Your petitioner was also furnished with letters to his Highness the Guicowar, to the firm of Hurry Bucktee, and to the late Mr. Williams, the British Resident at Baroda; all these letters being for the purpose of accrediting your petitioner, as agent of Pandoorung Mahdowrow Furkey, the grandson and heir of the late Hurry Punt Furkey, to whose estate both his Highness the Guicowar and the banking firm of Hurry Bucktee owed such large sums.

12. That your petitioner, after his arrival at Baroda, presented his credentials to the different persons to whom they were addressed; but, for upwards of four years, during which he remained at Baroda, could obtain no settlement of the claims, either by his Highness the Guicowar, or by the firm of Hurry Bucktee.

13. That applications to Weneeram, the dewan of the Guicowar, and to Hurry Bucktee Walla Beechur Bhaee, the grandson of Hurry Bucktee, produced no better result; and that, weary with the four years of fruitless time spent at Baroda, your petitioner endeavoured to obtain the ear of his Highness through the influence of Larba Bhuggut, a man of great influence at the Baroda Court. This endeavour of your petitioner to obtain his rights through another channel greatly annoyed Weneeram, who declared that so long as he (Weneeram) was in the service of his Highness, none of your petitioner's claims should be settled, either by his Highness the Guicowar, or by any of his subjects.

14. That in the year 1834-35, your petitioner obtained from Scindia's Government the farm of some villages which were situated about 60 miles from Baroda; but that in 1835-36 your petitioner lost his farm, another person having offered a larger rent to Scindia's Government than your petitioner could afford to give.

15. That, upon losing the above farm, your petitioner again returned to Baroda, and endeavoured (through the influence of Ladba Bhuggut) to push his claims for a settlement of the monies due to him as agent of Pandoorung Mahdowrow Furkey.

16. That about this time your petitioner was induced to lend money to the above Ladba Bhuggut, and as security for the sum lent, your petitioner took some villages of the said Ladba Bhuggut in mortgage. Your petitioner lent the money as a private transaction between Ladba Bhuggut and himself. Your petitioner had ample security for the money lent, and nothing in the shape or nature of a bribe was intended by either party.

17. That upon it becoming known to Weneeram that your petitioner had lent money to Ladba Bhuggut, Weneeram showed tenfold greater hostility than ever to your petitioner, so much so, that your petitioner being aware that it was the intention of Weneeram to arrest him, took refuge in the British Camp, at Baroda, and put himself under the protection of the late Mr. Williams, of your Bombay Civil Service, who was then Resident at Baroda. Your petitioner did not take this step until peons were actually on the look-out for him in the city of Baroda. He then took refuge in a friend's house, and from that friend's house he acquainted the Resident with the great danger which then threatened him; upon which Mr. Arthur Malet, of your Bombay Civil Service (then officiating for Mr. Williams, who happened to be absent from Baroda), sent British peons into the city to bring your petitioner to the Residency, thus affording your petitioner the protection which, as a British subject, he demanded.

18. That when Weneeram was aware that the officiating British Resident had afforded protection to your petitioner, his Highness the Guicowar, influenced by this same Weneeram, made a request to the officiating British Resident that your petitioner should be sent out of the British territories. Upon this, Mr. Arthur Malet, the Officiating British Resident, questioned your petitioner, who, in answer, explained how he (your petitioner), a British subject, had been for some years in Baroda, endeavouring to obtain payment of certain claims which he, as agent for Pandoorung Mahdowrow Furkey, had against the Guicowar, and against the banking firm of Hurry Bucktee. How he had also lent money to Ladba Bhuggut in Baroda, and how he (your petitioner) would be unable to prosecute his claims if ordered away from Baroda, as was the desire of his Highness the Guicowar, instigated by his minister, Weneeram. Mr. Malet fully saw the justice of all that your petitioner had advanced, and wrote to the Guicowar accordingly, asking his Highness what specific charges could be brought by the Baroda Government against your petitioner. To this question no answer was given. Mr. Malet then urged the Guicowar to procure a settlement of the various claims which your petitioner had against his Highness, as well as against certain of his Highness's subjects. Owing to Mr. Arthur Malet's representations and remonstrances, a settlement was obtained of the debt due by Ladba Bhuggut to your petitioner; but the claims which your petitioner had against his Highness the Guicowar, and against the firm of Hurry Bucktee, are to this day unsettled. The fact of Mr. Malet, then your Officiating Resident at Baroda, having obtained a settlement of these claims for your petitioner, as also that the money was paid into the Treasury of the British Residency, and out of that paid to your petitioner, as also the various references and correspondence which took place at this and other times, will, your petitioner trusts, satisfy your Honourable Court that

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that your petitioner is justified in calling himself a British subject, and now as then, claiming redress at the hands of the British Government for all the wrongs he has suffered.

19. That about this time (1837), Lieutenant-colonel (then Captain) Outram was ordered by the Bombay Government to proceed to Baroda, in order to assist Mr. Arthur Malet, the Officiating Resident at that court, in the investigation of certain frauds and cases of bribery, with which the Nagur Brahmins employed as karcoons in the Baroda Residency were charged. The difficulties attending on such an investigation were very great, owing to all the head karkoons being of one caste, and combining with one another to prevent any inquiry taking place, or at any rate, to throw such obstacles in the way of Mr. Arthur Malet and Captain Outram, that it should be almost impossible for those officers to perform properly the task allotted them by the Bombay Government. Your petitioner had become known to both the above-named officers, and they requested him to help them in the work of detecting the alleged frauds. This your petitioner did without fear of, or friendship for, any one, and had the satisfaction of helping very materially in the discoveries of bribery and corruption which took place at Baroda at this time. The valuable friendship of Mr. Malet and Colonel Outram was gained by your petitioner, but owing to the discoveries made, and the just punishments which several of the Nagur Brahmin Karkoons met with, in consequence of their misdeeds, your petitioner made these men, several of whose relations now hold important situations about the Court of Baroda, his bitter enemies for life. Your petitioner undertook the above duty without any promise of payment or reward, nor did he receive any. Your petitioner considered himself amply remunerated, when he found that his exertions had gained for him the approbation of the local Government (to whose protection on a former occasion he most probably owes his life), and the friendship of the two distinguished officers referred to above.

20. That your petitioner can with confidence assert, that during the bribery prosecutions which took place in 1837-38 there was not a native except himself in Guzerat who dared to come forward openly and help the British Government in their investigations; and your petitioner can refer your Honourable Court to the opinions which Mr. Arthur Malet and Lieutenant-colonel Outram have repeatedly expressed (and would do so again if called upon) regarding the impossibility of convicting the Nagur delinquents, had not he (your petitioner) come forward at the time and in the manner he did.

21. That in December 1837 your petitioner was appointed head carkoon or native agent of the Rewa Caunta, and served as such under Mr. Arthur Malet until August 1839, when that officer was removed to Kattywar. What Mr. Malet's opinion was of the manner in which your petitioner performed his duty, will be seen in that officer's certificate, dated Baroda, 19 August 1839 (which is marked (A.) and annexed hereto). Your petitioner begs to remind your Honourable Court that Mr. Arthur Malet is an officer of great experience in the Political Department, and is at present political secretary to the Government of Bombay.

22. That upon Mr. Arthur Malet leaving the Rewa Caunta agency in 1839, Mr. Remington was appointed to that situation. Your petitioner continued to fill the situation of head carkoon or native agent under that officer until 1843. At this period a despatch was received from your Honourable Court, directing that as the debts incurred under the guarantee of Government in the dominion of the Rajpimpla were liquidated, and the balance due to the Guicowar's government was paid off, it was not proper on the part of Government to continue receiving from the Raja the sum of 200 rupees per mensem, for the purpose of paying a carkoon for the Rewa Caunta agency; and that if the services of a head carkoon (or duftardar) were required in that agency, the Government should pay his salary, and not the Raja of Rajpimpla.

23. That upon receipt of the above order, forwarded through the local Government, Mr. Remington reported to the Resident at Baroda, Mr. Boyd, that the head carkoon (or duftardar) was not required at the Rewa Caunta agency, and Mr. Remington suggested at the same time that four carkoons should be entertained upon the salary which was formerly paid to your petitioner. Mr. Remington wrote to your petitioner, acquainting him with the fact that the situation of head carkoon would be done away with, and offering your petitioner one of the inferior appointments which were about to be created. Your petitioner answered this communication, requesting to know what salary he might expect in one of these new situations, and asking at what station he would be employed. To this letter Mr. Remington vouchsafed no reply, and in consequence your petitioner found himself out of employ.

24. That upon finding himself out of employment, your petitioner (who was most anxious to obtain re-employment) memorialised Government, showing how he (your petitioner) had been, without any fault of his own (and after having given the greatest satisfaction to Mr. Arthur Malet and to Captain Outram), thus thrown out of employment and deprived of every chance of rising in the service of the British Government. The only answer your petitioner could obtain from Government was, that they declined to interfere with the arrangements of the local authorities, but that upon any vacancy occurring, your petitioner was at liberty to apply to these same authorities.

25. That your petitioner begs leave most respectfully to bring to the notice of your Honourable

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Honourable Court the following four facts connected with his dismissal from employment:—

1st. That without any fault of his own, he was turned out of the service of your local Government.

2d. That he has good reason to believe that the ears of Mr. Remington, who caused your petitioner to be turned out, were poisoned by one of the Nagur Brahmins, the brother of one of the men whose iniquities your petitioner had helped Mr. Malet and Captain Outram to discover at Baroda at the time related above.

3d. That being thus dismissed from employment, and any redress refused him by the local Government, was but poor recompense for his previous services at Baroda.

4th. That your petitioner has good reason to know that the refusal of the local Government to interfere on your petitioner's behalf was caused by an unfavourable report of Mr. Remington's, whose right-hand man was, as your petitioner has before observed, the brother of one of the Nagur Brahmins, whose villanies your petitioner was instrumental in bringing to light.

26. That your petitioner is far from attributing any unbecoming motives to Mr. Remington, but he believes that gentleman to have disliked your petitioner almost from the commencement of their official intercourse. This dislike was quickly noticed by the wily Brahmin, who had many opportunities of poisoning the ear of an honourable English gentleman, and in time this man so far succeeded that your petitioner was turned out of his situation, and an unfavourable report made of him to the local Government.

27. That notwithstanding the fact of your petitioner having succeeded at the Rewa Caunta agency to the situation from which one of the most cunning of the Nagur Brahmins (Mottee Purshotum, who afterwards figured in the Dhackjee Dadajee's affair in Bombay) had been dismissed for bribery and corruption; notwithstanding almost all the minor situations both in the Rewa Caunta agency and elsewhere were filled by Nagur Brahmins, most of whom were relatives, and all of whom were friends of the karcoons whom your petitioner had been instrumental in dismissing from the Baroda Agency for bribery and corruption; notwithstanding the enmity which these men bore your petitioner, and their constant unceasing endeavours to ruin him; notwithstanding the way in which every one of his acts was watched by these men; notwithstanding the great facilities which existed in those days throughout Guzerat for a corrupt native agent to enrich himself, were he inclined to do so, in an illicit manner, your petitioner can with truth, and with excusable pride, affirm (what can be borne out by the records of the various political agencies, and by the testimony of the different political officers who served in Guzerat at that time), that not one single charge on the score of bribery or corruption were his worst enemies ever able to make against him during the five and a half years which he served your local Government as native agent in the Rewa Caunta.

28. That shortly after Mr. Remington left the Agency at Rewa Caunta, his successor applied to Government for a dufturdar, or native agent, which was granted. This shows that such an official was considered by other political officers to be necessary for the Agency. Your petitioner cannot help thinking that the doing away with the appointment of dufturdar, or native agent, was suggested to Government by Mr. Remington for the purpose of injuring your petitioner.

29. That upon Mr. Remington's retirement from the Rewa Caunta Agency, your petitioner heard a report that that gentleman had requested his successor not to confer any appointment upon your petitioner. Such a report your petitioner could not believe at first, but was soon undeceived; for when the Raja of Rajpimple wished to appoint your petitioner to a situation worth 275 rupees a month, as carkoon for the management of the Raja's estates, Mr. Ogilvy, the successor of Mr. Remington, objected to the appointment taking place; although by Government orders of the year 1836, the Rajas were empowered to employ for their carkoons whom they pleased. Your petitioner does not attribute the above act of Mr. Ogilvy's to any hostility which that officer had for your petitioner. When your petitioner mentions that two out of the four carkoons who were employed at the Agency in place of your petitioner, were near relatives of those Nagur Brahmins whose dismissal your petitioner had been instrumental in causing at Baroda some years before, your petitioner believes that the reason of this continued persecution will be at once apparent.

30. That your petitioner entreats your Honourable Court to consider how his above dismissal from employment, and his subsequently being prevented from taking employment under the Raja of Rajpimple, by one of your Political Agents, must have affected his character. Your petitioner's dismissal from employment was known to every one; the Government's virtual refusal to employ him again was also known. No reason was adduced for either act of the local Government, nor to this day can your petitioner imagine why he was dismissed, except that the intrigues of the Nagur Brahmins were successful.

31. That after several unsuccessful applications to Government for re-employment, your petitioner came in 1847 to Bombay, and petitioned once more the local Government, detailing all the grievances which he has now related to your Honourable Court. The answer your petitioner received from the local Government, dated 5th July 1847, was to the effect, that the Honourable the Governor in Council saw no reason to interfere in your

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petitioner's behalf; but, that on a vacancy occurring in any of the political agencies, he (your petitioner) was at liberty to apply to the local authorities.

32. That a few months after receiving the above reply from Government, your petitioner went back to Baroda, and waited upon Colonel Outram, asking that officer to give him some employment. Colonel Outram answered your petitioner that, at that moment, there happened to be no vacancy; but that he (Colonel Outram) would bear your petitioner in mind on the first vacancy occurring.

33. That in July 1848, Colonel Outram sent for your petitioner, and informed him that he (Colonel Outram) strongly suspected some frauds had been committed in the management of the Jagadur villages belonging to Godajee Row Pole Pagadar; that an investigation had been going on for some five or six months; but, that as he (Colonal Outram) could not obtain the requisite information, he could not arrive at the truth. That owing to the carkoons employed at the Residency playing into each other's hands, and all being, apparently, in the pay of some other party, it was impossible for either Colonel Outram, or his European assistants, to unravel the thread which was entangled apparently on purpose to confuse the Resident and those who were helping him. Colonel Outram accordingly requested your petitioner to commence an investigation into this matter connected with the management of the above villages. The Resident paid your petitioner some compliments regarding the manner in which he (your petitioner) had assisted in discovering some frauds in the Baroda Residency Office, eleven years previously (as set forth in the former part of this petition). Colonel Outram, moreover, urged your petitioner to afford him this help, saying that he (your petitioner) was the only man upon whose zeal for the interests of the British Government, tried honesty, and great discernment, the Resident could place sufficient reliance to entrust with so important an inquiry as that now about to be entered into.

34. That your petitioner expressed over and over again the greatest reluctance to enter into this investigation. Your petitioner knew from bitter experience how many enemies he had raised up for himself, when he discovered the bribery in which the Residency carkoons were mixed up in 1836-37. Your petitioner was well aware that, if the alleged frauds which Colonel Outram now suspected, really existed, Nursoo Punt, the native agent at the Baroda Residency, must be deeply implicated in the same. Your petitioner knew that if he acceded to Colonel Outram's request, if he commenced the proposed investigation, and if Nursoo Punt was found to be guilty, that Baroda would no longer be a safe place for your petitioner to live in, and that his family, his property, and his very life would be in daily, hourly, danger. Your petitioner's reasons for thinking thus, were not without the strongest foundations. Nursoo Punt, the native agent at the Baroda Residency, was well known to be the great friend, the creature of his Highness the Guicowar, or rather of Bhow Tambekur, the Guicowar's minister. Your petitioner, moreover, knew the unflinching zeal of the Resident, Colonel Outram, in the cause of honesty, and he felt certain that if Nursoo Punt was convicted of any fraud or dishonesty, the Resident would at once have him turned out of his situation. Such an event happening through means of an investigation which your petitioner had conducted, would have caused the whole anger and persecution of the Baroda Court to fall upon your petitioner's head. Your petitioner had already experienced what it was to make the Nagur Brahmin carkoons his enemies. How much more might he expect to suffer were he to make enemies of a powerful prince like the Guicowar, of that prince's minister, and of all the great and influential men about a native court. Your Honourable Court may say, that in the event of your petitioner, having done his duty, and having thereby caused the enmity of the above personages, still he (your petitioner) could seek protection at the hands of the British Government. Such is generally the advantage which those who make the British interests their own enjoy. But with all respect be it spoken, your petitioner has twice bitterly experienced, that to work against the interests of the enemies of the British Government, to expose fraud and villany, and even to meet with the approbation of the most distinguished English officials, is only to lay up a store of persecution and misery for himself. Your petitioner most solemnly declares, that had he not served the British Government to the utmost of his powers on two several occasions, he would not now be a man without employment, with a tarnished name, and an impoverished purse.

35. That owing to the above considerations, your petitioner several times, upon being requested to undertake the above investigation, declined doing so.

36. That after some time, your petitioner being again requested by the British Resident to conduct the inquiry which no European official could, and no native functionary would, investigate thoroughly, consented to the proposal of the Resident. Your petitioner was assured by Colonel Outram that whatever might happen, and whosoever might be angry with your petitioner for bringing to light frauds or other rascalities, that your petitioner should not suffer. That your petitioner felt the British Government would, both for the sake of justice and of its own honour, shield him against any evil consequences of obeying the mandate of its representative.

37. That your petitioner entered into this inquiry under the eye of Lieutenant Battye, and all the witnesses were examined in the presence of that officer. The investigation lasted upwards of two months. Before the inquiry was over, and some time before your petitioner gave in his report to Colonel Outram, the native agent, Nursoo Punt, being well aware that his (Nursoo Punt's) corrupt practices would be brought to light by the investigation

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gation then going on, sent in an application for a retiring pension, which was tantamount to resigning his situation as head carkoon or native agent of the British Residency at Baroda. Upon Nursoo Punt having sent in this application to retire, Colonel Outram recommended your petitioner to the Bombay Government as a person in every way fit to fill the situation of native agent as he (your petitioner) had twice fearlessly exposed the frauds connected with the Baroda Agency. The report which your petitioner sent in to Colonel Outram on the above occasion relative to the fraudulent and corrupt practices of Nursoo Punt, as well as the Colonel's recommendation of your petitioner as a fit and proper person to succeed Nursoo Punt, must be now on the records of the Bombay Government.

38. That very shortly after Nursoo Punt had sent in his application for pension, and directly after Colonel Outram had recommended your petitioner to the Bombay Government for the appointment, the Colonel unfortunately became sick, and left Baroda for the Presidency on medical certificate. This officer was subsequently obliged to go to Egypt, after remaining about a month in Bombay.

39. That the moment Nursoo Punt heard that Colonel Outram had gone to Egypt, he (Nursoo Punt) wrote to his influential European friends at the Presidency requesting them to use their influence with the Bombay Government in order that he (Nursoo Punt) might be allowed to withdraw his application for pension. This was effected through the intervention of certain English gentlemen at Bombay, and Nursoo Punt was allowed, in spite of all that had been discovered against him, to remain at the Baroda Residency as native agent. What could people think?

40. That now, indeed, your petitioner began to suffer for the part he had taken under Colonel Outram in investigating the frauds connected with the British Residency. Your petitioner had incurred the enmity of Nursoo Punt owing to the investigations of the Polay's case related above. This same Nursoo Punt being once more in power, laid plans to ruin your petitioner, by causing to be misrepresented to Mr. Ogilvy, the Political Agent in Rewa Caunta, that the inhabitants of Bhadur and the soustan of that village had filed complaints against your petitioner; complaints had been filed, but they were fictitious, and were afterwards proved to be so by Mr. Ogilvy. When, however, Nursoo Punt had discovered that owing to the evidence of certain witnesses, the charges against your petitioner were discovered to be without foundation, he (Nursoo Punt) caused the original depositions to be altered, so as to cause the testimony given to be against, and not in favour of, your petitioner. Many of your Honourable Court are no doubt aware that the business of the Rewa Caunta Agency is transacted, and all the details of the office carried on at Baroda, in the compound of the Residency. This will account for (what your petitioner ought to have explained before) the reason which first caused your petitioner to accept the office of native agent in the Rewa Caunta, as he could carry on the business of his family at Baroda at the same time that he was performing his political duties; it will also explain to your Honourable Court how it was that Nursoo Punt, whilst native agent at Baroda, had such facilities afforded him of tampering with the papers of the Rewa Caunta Agency.

41. That when your petitioner discovered several of the written depositions of witnesses had been altered, he brought the fact to the notice of Lieutenant Battye, assistant to the Resident at Baroda; upon this Lieutenant Battye sent the papers to Mr. Ogilvy, Political Agent in Rewa Caunta, and from that day no further notice was taken of these charges against your petitioner. During the time that the above inquiries were pending, Nursoo Punt did his best to have the matter investigated by some of the Guicowar's courts, and not at the British Residency; endeavouring to make out and to convince Captain French, the Acting Resident, that your petitioner was a subject of his Highness the Guicowar, and not of the British Government. At first Captain French was inclined to believe Nursoo Punt, and intended to have every document sent and every question put to your petitioner through the Guicowar's Court; but Lieutenant Battye had been so long at Baroda, that to deceive him in these matters was very difficult; the last-mentioned officer showed Captain French that your petitioner was a subject of the English Crown, and not of the Baroda Government.

42. That a very few months after the above charges against your petitioner were found to be false, your petitioner was offered a situation at the Court of Baroda, which, by the especial desire of his Highness the Guicowar, he accepted. The duties which your petitioner had to perform were merely nominal; his pay was 200 rupees per mensem, but a promise was made him by the Guicowar that ere long he (your petitioner) should be appointed to some lucrative and important post. As soon as Nursoo Punt became aware of this, he, as well as Bhow Tambekur, the minister of his Highness, began to use their utmost endeavours to deprive your petitioner of his situation, Nursoo Punt being naturally afraid that your petitioner would find out the manner in which he (Nursoo Punt) had been selling the interests of the British Government, and would disclose the same to the Acting Resident, Captain French, or to the Resident, Colonel Outram, when the latter should return to Baroda, whilst the minister, Bhow Tambekur, was afraid that if your petitioner got a secure footing about the Court of Baroda, he would open the eyes of the Guicowar to the treacheries of his own minister, Bhow Tambekur.

43. That your petitioner's two great and powerful enemies, Nursoo Punt, native agent at

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the British Residency, and Bhow Tambekur, minister to the Guicowar, thus laid their plans together so well (the former poisoning the ears of Captain French, the Acting Resident, against your petitioner, whilst the minister prejudiced his master's mind by continually telling the latter how Captain French disliked your petitioner, and therefore his Highness ought not to entertain him in the service of his court) that ere long your petitioner was dismissed (without any reason being given) from the situation which had been pressed on him a short time before.

44. That your petitioner, having heard that the Acting Resident, Captain French, had (at the instigation, as your petitioner believes, of Nursoo Punt) personally requested the Guicowar, in open Durbar, to dismiss your petitioner from his Highness's service, went to call upon Lieutenant Battye in order to hear from that officer whether the above was true, and Lieutenant Battye, in the course of conversation, allowed that Captain French had requested his Highness to dismiss your petitioner from the service of the Court of Baroda.

45. That your petitioner subsequently called on Captain French, and asked that officer what objections he, as Resident, had to your petitioner being employed by the Guicowar; your petitioner at the same time told Captain French that he (your petitioner) was well aware how Nursoo Punt had slandered your petitioner to the Resident, offering at the same time to disprove any accusation which Nursoo Punt could bring against him (your petitioner), if Nursoo and your petitioner could be brought face to face before any British officer; your petitioner also told Captain French why Nursoo Punt was inveterate against your petitioner, and how the latter had proved the former to be a rogue, and a traitor to the British Government before Colonel Outram left Baroda; upon this, Captain French got very angry, and said that your petitioner was a subject of the Baroda, not of the British Government; that the Guicowar's father had disliked your petitioner, and that therefore he was unfit to be employed by the present Guicowar. After some further conversation, and after your petitioner had asked the Acting Resident why the British Officiating Resident, Mr. Arthur Malet, would in former years have interested himself to obtain justice from a subject of the Guicowar for your petitioner (as detailed in a former part of this petition) if your petitioner had not been a British subject, Captain French promised to inform his Highness, through the vukeel, that the latter might tell his master no objections now remained regarding the employment of your petitioner. Your petitioner made inquiry several times whether the Acting Resident had made this communication to the Guicowar, but finding such was not the case, your petitioner wrote a detail of his grievances to Colonel Outram, who was then in Egypt. This letter Colonel Outram forwarded to Captain French, asking the latter officer to procure justice for your petitioner. Upon the receipt of the communication from Colonel Outram, Captain French became more prejudiced than ever against your petitioner, as will be hereafter shown. Your petitioner was never restored to his situation under the Baroda Government, but, on the contrary, the Guicowar, perceiving the intense dislike which Captain French now evinced towards your petitioner, showed himself to be an enemy of the latter.

46. That your petitioner now asks your Honourable Court whether the protection promised him by Colonel Outram, in the name of the British Government, was afforded him, or not; or whether he (your petitioner) did not suffer persecution solely in consequence of having assisted the British Resident in his investigations? The results of the trial of Nursoo Punt by Mr. W. E. Frere will prove to your Honourable Court whether or not Nursoo Punt was an honest servant of the British Government. Against your petitioner nothing has ever been proved. On the contrary, whenever an inquiry has been instituted into his conduct, British officers have declared the charges brought against him to be the result of foul conspiracies. Once more your petitioner asks, has he received justice at the hands of either the late Acting Resident at Baroda, Captain French, or at the hands of the Bombay Government? Did not Colonel Outram promise him that if he helped in the late investigations at Baroda, no harm should come to him in consequence? Had the Colonel not been obliged to go away to Egypt, or even had that officer been allowed by the Bombay Government, upon his return from Egypt, to protect your petitioner, the above promises would have been fulfilled both in the spirit and the letter; but has such been the case? Your petitioner would humbly entreat your Honourable Court to inquire of Colonel Outram himself whether these assertions are true or false. Colonel Outram is now in England, and can be easily questioned by your Honourable Court. That officer's name stands too high in the estimation of every honest man in India, whether European or native, high or low caste, rich or poor, to need any praise from so humble an individual as your petitioner.

47. That did the above list contain all the wrongs which your petitioner has suffered at the hands of men who are alike the enemies of the British interests and of truth and justice, your petitioner would feel certain that the injuries he has suffered for having exerted himself to discover hotbeds of bribery, and nests of corrupted servants to English officers, would only have to be brought to the notice of your Honourable Court in order to meet with full redress; but whatever has been detailed before, is nothing to what must now follow, and your petitioner only fears that your Honourable Court will hardly believe that like injustice can be perpetrated by persons who declare themselves to be under the protection of the local Government. For what follows, your petitioner humbly but most earnestly entreats the attention of your Honourable Court. The natives of India say that when justice is denied them by the local authorities, they are nearly certain to obtain it from the Honourable Court of Directors. Your petitioner earnestly prays that such may be his fate, for so sure

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as there exists a difference between truth and falsehood, between honour and dishonour, between justice and injustice, so sure is your petitioner's cause one with that of British honour and common justice.

48. That soon after your petitioner was dismissed from his situation at the court of the Guicowar, the following persons, namely, Nursoo Punt (then the native agent at, but now dismissed from the British Residency), Bhow Tambekur (then a person of great influence at the court of Baroda, now the minister of the Guicowar, and denounced by Colonel Outram), Baba Nafray (chief manager of the banking firm of HurryBucktee, now a convict in irons), and Wamanrow Sathé (a confidential friend of Bhow Tambekur's), a dismissed servant of the British Government, conspired together to heap greater disgrace upon your petitioner's head. The leader of this band, Nursoo Punt, being believed in everything he said by the Acting Resident, Captain French, none of the party had any fear of their machinations not being crowned with success. The above persons influenced the Guicowar to charge your petitioner with treason against his Highness, in that he (your petitioner) had endeavoured to procure the accession of the Guicowar's brother, Appa Sahib, to the throne of Baroda, and to depose his Highness. Upon the above unfounded suspicion being entertained, your petitioner understands that his Highness consulted the Acting Resident, Captain French, and that the latter gave as his opinion, that your petitioner not being a British subject, but a subject of his Highness the Guicowar, the latter might, if he pleased, take summary measures for ascertaining the truth of the accusation. Thus with the sanction, if not at the instigation of Captain French, were measures adopted by which the most innocent man in India might be made by his enemies to appear the most guilty. These measures were as follows:—A large party, consisting of 200 armed sepoys, were, without any warning, despatched to your petitioner's house, which was surrounded by soldiers, and of which every corner was searched. All your petitioner's papers were seized, and whatever the searchers pleased they took away with them. The papers were not sealed, nor made over to Captain French, as earnestly prayed for, and thus was every encouragement given to your petitioner's enemies to blacken his character beyond the power of retrieving it. Upon this point your petitioner need not enlarge. Your Honourable Court, both individually and collectively, must be too well acquainted with India, not to be aware that if a native Durbar allows the enemies of an individual to seize his papers, without these papers being then and there sealed up and delivered to a British officer, there can be no means of preventing the grossest frauds being perpetrated by those who wish the ruin of their victim. Moreover, your petitioner is a British subject, and as such, the Acting Resident was bound to afford him protection; but even had your petitioner been a subject of the Guicowar's, surely the Acting Resident (who sanctioned, if not instigated, the search of your petitioner's house), and to whom (your petitioner has good reason to know) any papers found in the said house, and supposed to be of importance, were shown without delay, ought to have deputed some trustworthy person who would have prevented any documents being changed or tampered with. In addition to all this, 16 armed sepoys, two carkoons, and one jassood, were placed over your petitioner, nor was he allowed to eat, drink, or sleep, without two or three of these men being close to him. Thus was your petitioner at the mercy of his enemies, and thus was the promise of protection which he had received from Colonel Outram, in the name of the British Government, fulfilled! Upon the indignity, the disgrace, and the injustice of the above proceeding, your petitioner need not, and will not, enlarge. Again does he trust to the knowledge which your Honourable Court possesses of the manners, habits, and customs of the natives of India, and he will refrain from pointing out how he (your petitioner), a Brahmin of an old and highly respectable house, that of Hurry Punt Furkey, and who had filled high posts of trust under the British Government, must have felt degraded at his present position.

49. That your petitioner's enemies were unable, by God's goodness, to succeed in their intention of fabricating the charge of treason against him. Offers were then made to your petitioner of releasing him, either on bail, or on the payment of 16,000 rupees in cash. To the former offer your petitioner agreed, and offered as securities several highly respectable individuals at Baroda. One by one they were refused, until at last your petitioner's enemies hearing that Colonel Outram was about to return from Egypt, accepted as securities two persons whom your petitioner had offered as such. For upwards of two months did your petitioner remain a guarded prisoner in his own house. During this time, amongst other papers that were taken out of your petitioner's house, was a most important one regarding the claim which the estate of Hurry Punt Furkey had against the firm of Hurry Bucktee. This paper has not been restored at the present day. When your petitioner mentions that Baba Nafra, the principal manager of the firm of Hurry Bucktee, (and now a convict in irons), was one of the principal persons who took part against your petitioner, and that the said Baba Nafra was the protége and relation of Nursoo Punt, and friend of Bhow Tambekur, your petitioner feels certain that any comment upon these persons' conduct, or upon the injustice of the Acting Resident who santioned their acts, is unnecessary.

50. That your petitioner would here venture to draw the attention of your Honourable Court to the following facts and observations:

1st. That whether the Acting Resident, Captain French, advised the above harsh and unjustifiable steps being taken against your petitioner, or whether he (the Acting Resident), merely became privy to the intention of the Guicowar, he was equally bound to afford protection to your petitioner. Captain French assumed your petitioner to be a subject of the

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the Guicowar, but he must have been well aware that his predecessors had ever treated your petitioner as a British subject, and that as a British subject, redress had been afforded to your petitioner at the British Residency.

2dly. That from the manner in which your petitioner's papers were seized, without your petitioner being allowed to put his own mark upon them, or without his carkoons being allowed to make a list of them, that, so to speak, a premium was thus set upon frauds being committed, and some papers being substituted for others, the very fact of a valuable receipt signed by the firm of Hurry Bucktee having been taken away, and not returned to your petitioner, must at once stamp the acts of the Guicowar and his advisers as something worse than unwarrantable and unjust.

3dly. That your petitioner is confident his case will meet with justice at the hands of your Honourable Court.

4thly. Your petitioner may state that petitions regarding the last detailed outrage upon justice were forwarded from your petitioner's brother and himself to the Bombay Government; but your petitioner has hitherto met with no redress. A copy of one of these petitions, dated 4th December 1849, and marked (B.) is herewith annexed. Your petitioner has thought it better not to trouble your Honourable Court with too many documents, as the sum and substance of his grievances are fully detailed in this petition.

51. That shortly after the occurrences detailed above, your petitioner's enemies heard Colonel Outram was about to return to Baroda, and knowing that officer's determined hostility to anything like corruption, these same persons who had invented the falsehood of treason on the part of your petitioner against the Guicowar, now induced the Ranee of Bhadurwah, by name Sahib Khowa, to send in a petition to Major Brown, the Political Agent at Rewa Caunta, accusing your petitioner of having received a bribe from her in years gone by, when your petitioner was native agent in the Rewa Caunta under Mr. Remington. Upon this false accusation your petitioner need not enlarge, as the matter was afterwards inquired into by Major Brown, and upon his death, by Major Fulljames, the present Political Agent of Rewa Caunta, and pronounced by the latter officer to be the fruit of a foul conspiracy against your petitioner. The results of Major Fulljames's investigation must be upon the records of Government, in connexion with the Baroda Residency.

52. That whilst the above charge was impending against your petitioner, he (fearing that some injury would be done him through the instigation of Bhow Tambekur, Nursoo Punt, and the rest of his enemies) left Baroda, and came to Bombay for safety. Your petitioner would here observe, that however willing and anxious Colonel Outram might have been to afford him protection, it was almost impossible for him (the Colonel) to do so at this time, as the Bombay Government insisted that your petitioner was a subject of the Guicowar, and not of the British Government.

53. That after Colonel Outram's return from Egypt, when that officer was engaged in the investigation of certain matters, as he was directed to do by the Bombay Government in their "Kutput" circular, your petitioner was employed by the Colonel in certain inquiries which need not be here detailed; nor would your petitioner allude to them were it not to show your Honourable Court that Colonel Outram must have held your petitioner's character for integrity in high estimation.

54. That Colonel Outram used to employ your petitioner in the investigation of any papers, regarding which he (the Colonel) wished to obtain accurate information. Your petitioner acted the Colonel's orders, and reported upon any documents when called upon to do so. About this time Colonel Outram seized certain packets of letters, containing copies of Government letters, and of Minutes in Council, which had been obtained in Bombay, by Dajeeba Sathé (by means of bribing the clerks in the Secretariate) and forwarded (under cover, addressed to Wamanrow Sathé) to Bhow Tambekur. Other papers, the nature of which your Honourable Court must be fully aware of, were also seized at the same time. Colonel Outram requested your petitioner again to help in the investigation of these documents. Your petitioner again declined on the plea of the persecutions which he had lately, as well as formerly, met with at the hands of the Baroda Government, for daring to help the British Government in their investigations into fraud and bribery. Again did Colonel Outram overcome your petitioner's fears; again was your petitioner induced to consent; and again did he experience how foolish it was to risk his own safety for the sake of serving those who would not protect him from the power of his enemies.

55. That when Colonel Outram, by seizing these packets at the post-office, made several discoveries which were most unpleasant to the Court of Baroda, Bhow Tambekur, the Guicowar's minister, declared to his Highness that the discoveries had been chiefly made in consequence of your petitioner's exertions. The minister, moreover, advised his Highness, as the only means of silencing an active agent of the British Resident, to seize and imprison your petitioner. This advice his Highness concurred in; and under pretence of stopping by accident whilst out taking his evening ride, his Highness did actually go to your petitioner's house for the purpose of arresting your petitioner. Fortunately your petitioner had, before this, been warned of the evil intentions of his enemies; and, escaping in time from the city to the British Camp at Baroda, thus frustrated the machinations of these wicked men.

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56. That about the time of the above occurrence in December 1851, Colonel Outram proceeded on leave to Bombay, and, in consequence, your petitioner was in very great dread that his enemies would be able to carry out their evil intentions towards him. On the 1st January, your petitioner addressed a petition to the Bombay Government, praying for protection from the Baroda Court; and that a safeguard might be granted him (your petitioner), in order that he might reach Bombay in safety. The Bombay Government, without delay, sent an answer to Lieutenant Battye, the Assistant Resident in charge of the Baroda Residency, directing that officer to afford your petitioner a guard, in order that the latter might reach Surat without molestation. This Lieutenant Battye accordingly did. Your petitioner left Baroda on the 19th January, and came down to Bombay, where your petitioner is residing at this date.

57. That your petitioner may here bring to the notice of your Honourable Court, that when he received from the Bombay Government an answer to his petition of the 1st January 1852, the said Government wrote on the back of the petition, that your petitioner was referred by them (the Government) to the Assistant Resident in charge at Baroda.

58. That furthermore, when your petitioner did apply to Lieutenant Battye for a safeguard to enable him (your petitioner) to reach Bombay, your petitioner distinctly intimated to the above officer that he (your petitioner) was leaving at Baroda all his family, as well as his house and property, and that he (your petitioner) wished to go to Bombay for the purpose of petitioning the local Government, as also to endeavour to obtain justice for all the insults that had been heaped upon him, and the oppressions he had endured in consequence of his several endeavours to assist British officers in the investigation of frauds and other corrupt doings.

59. That your petitioner shortly after arriving in Bombay petitioned the local Government that he (your petitioner) might be permitted to have copies of the various documents relating to himself which had been received from the late Acting Resident at Baroda. A copy of the petition marked (C.) is herewith annexed. To the above petition a direct refusal was the answer from the Bombay Government, as will be seen by the answer herewith annexed, dated 2 April 1852, and marked (D.)

60. That your petitioner most humbly, but at the same time most earnestly, requests that your Honourable Court will take into consideration the wrongs he has endured. Your petitioner is a British subject, and has never done anything to forfeit his right to be considered such. It is true that Captain French, the late Acting Resident at Baroda, declared your petitioner was not a British subject, and that therefore the Court of Baroda might deal with your petitioner as they thought fit; but your petitioner begs to state that he is in possession of a Wuttun estate and house at Monjeh Koordha, in the Rutnagiree Talooka; that he was born at Nassick, in the Ahmednuggur Collectorate; that his forefathers resided 125 years at Nassick; that your petitioner himself has a house at Nassick, and that all his relations still inhabit that place, where they carry on the business of a banking firm, as their forefathers did in former years. Your petitioner himself has several times resided at Nassick. In short, your Honourable Court will find, on referring to clause 2, section 3, chapter 1, of Regulation XI. of 1827, that your petitioner comes under the description there given of "native-born subjects of the Bombay Government." That the Bombay Government considered your petitioner to be a British subject is evident, otherwise they would not have ordered an inquiry to be made into the unfounded complaints brought against your petitioner for alleged misconduct in the Rewa Caunta. This complaint was brought and the inquiry was instituted by the Bombay Government, about nine years after your petitioner had quitted the service of Government. Had your petitioner not been a British subject, he would (according to the third clause of the Regulation cited above) have ceased to enjoy the rights of a British subject on the expiration of six months after he had quitted the service of Government.

61. That Captain French, the late Acting Resident at Baroda, entirely misrepresented this matter to the Bombay Government, by stating your petitioner had entered into the Guicowar's service (which was but for a short time), and that Government should not interfere in his behalf. Now there was some years ago a certain Mussulman, by name Akbar Alli Pealla Shah, who had been very many years in the service of his Highness the Guicowar of Baroda. This man had received a monthly allowance from his Highness, and had been elevated to high posts in the service of the Baroda Court. This same Akbar Shah was in after years accused of some crimes, but upon his petitioning the Governor-general in 1836, directions were issued by the British Government that this man should be forwarded to the British Resident at Baroda, which was accordingly done. This fact is on record, and was brought to the notice of the Bombay Government in a petition forwarded to them by your petitioner's brother on your petitioner's behalf, when the latter was a prisoner at Baroda. Although, as before stated, this fact was thus brought to the notice of the Bombay Government, no notice was taken of the same by them.

62. That your petitioner feels the deepest regret at what he has been told, namely, that in endeavouring to procure justice for your petitioner, Colonel Outram has incurred the displeasure of the local Government. If this be true, your petitioner is indeed unfortunate, and he would gladly have suffered in silence any injustice, sooner than others should do so whilst endeavouring to procure justice for him.

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63. That your petitioner feels convinced a recapitulation of this already too long petition, would be perfectly unnecessary. Your Honourable Court will see that your petitioner is a British subject, and entitled as such to the protection of the British Government, which has not been afforded to him. Your petitioner need not again bring to the notice of your Honourable Court how faithfully he has served the British Government, whenever called upon to do so by its officers. Had your petitioner been a dishonest man, had he screened (as it was in his power to do), those persons implicated in the frauds which were discovered in the Baroda Residency in 1836–37, he would not now be a disgraced and impoverished man, seeking in vain for redress at the hands of the Bombay Government. Had your petitioner taken the same measures which but too many of his countrymen have taken, viz., to hide from the eyes of British officers the frauds of their native subordinates, there would have been no plot formed against him, and it is more than probable he would, by this time, have been a rich man, and high up in the service of the British Government. The same may be said of the other instances (detailed in this petition) where your petitioner has lent his aid, has worked hand and heart to root out dishonesty, and to expose fraud and corruption.

64. That if your Honourable Court doubt the truth of anything stated in this petition, your petitioner would humbly entreat of you to question an officer now in England, who has long served his country in the Political Department of India, Lieutenant-colonel Outram, C.B., of the Bombay army. That officer is now in England, and can speak to the truth of all which your petitioner has advanced.

65. That your petitioner would now humbly beg your Honourable Court to take his case into consideration, and would also entreat that he may meet with that justice which has never been denied to a native of India whose case has been found worthy of redress by your Honourable Court.

66. That it would be presuming and unseemly were your petitioner to point out how his wrongs should be redressed by your Honourable Court. Nevertheless, he does beg that steps may be taken to restore him to a suitable employment in the Political branch of your service; from which, as has been before shown, your petitioner was turned out solely on account of his fidelity to the British Government. Not only does your petitioner solicit this favour to make up for the nine years he has been without pay or allowances, but also that the unmerited disgrace he has suffered in the eyes of all his fellow countrymen, may, in some measure at least, be cancelled by your Honourable Court's orders.

67. That your petitioner would also beg that your Honourable Court would take into consideration the losses he has suffered in a pecuniary manner, all on account of the faithful manner he has served the British Government, and that some remuneration be awarded him for the sums of money he has lost.

68. That your petitioner would also beg of your Honourable Court to issue such orders as you may deem fit to your Resident at Baroda, in order that steps may be taken by that officer to induce his Highness the Guicowar, as well as the banking firm of Hurry Bucktee at Baroda, to settle the claims which your petitioner has against them, as agent of the late head of his family, Hurry Punt Furkey.

69. That in conclusion your petitioner begs pardon for any expression in this petition which may not meet with the approbation of your Honourable Court. For the truth of all that is contained in the foregoing your petitioner can vouch, as can more than one English officer who is acquainted with the details of the last 12 years of petitioner's eventful, but most unfortunate life.

Your petitioner now leaves his case in the hands of your Honourable Court, feeling certain that he will meet with speedy justice at your hands.

And your petitioner, as in duty bound, will ever pray.

(signed) *Venayeck Moreshwur Furkey*,
alias *Baba Furkey*.

Bombay, 10 May 1852.

(A.)

Baroda, 17 August 1839.

THIS is to certify that the bearer, Venayeck Moreshwer Furkay, has held the situation of carkoon at Rajpeepla for 20 months, and in that capacity has conducted the duties of head carkoon on the establishment of the First Assistant Political Commissioner with the greatest zeal and ability, and to my entire satisfaction. He was also my head assistant on the sequestration of Pitlad, and I owe much to his experience in business, and the respect in which he is held by all clases of natives, and his knowledge of the manner in which native governments act was also of great use to me. I can confidently recommend him for any employ as a most useful, able, and honest man, and from his character particularly fitted for such an appointment as he now holds.

(signed) *A. Malet*, First Assistant Political Commissioner.

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(B.)

TO the Right Honourable Lord Viscount *Falkland.*

The humble Petition of *Bulwant Row Eswunt,* Carkoon, belonging to Venayak Moreshwur, *alias* Baba Furkey,

Most respectfully showeth,

THAT your petitioner's master, Baba Furkey, through the animosities of the several karbharees at the Guicwar's court, has been placed at present in confinement; that his master is the original resident of Nassick and Poonah, and therefore a subject of the Government. His master has already submitted a petition on the subject, which has been referred to the Resident at Baroda, but as yet his master has not been released. His master imagines that the Resident considers him not a subject of the British Government, but that of Guicwar, since he resides in his territory; and he is afraid that that officer has already made a report to your Lordship in Council to the same effect.

2. That Baba Furkey is at present in strict confinement, and he is therefore not able to make a petition on the subject to your Lordship in Council; he has therefore authorised your petitioner to make one on his behalf, and to solicit your Lordship in Council will be pleased to take the same into your Lordship's kind consideration.

3. That several individuals, who were formerly residents in the Company's Government, proceeded afterwards to Baroda state, built their houses in it, and sought employments in the Guicwar's government; that, on the occasion of their receiving oppressions from that government, their complaints were heard by the Bombay Government, and they were released from the oppression, on the plea of their being formerly British subjects. There are also several instances in which, though the individuals were not British subjects, and were actually the servants of the Guicwar's Government, they have been released by the Bombay Government.

4. That there are several instances on the subject, but your petitioner quotes a few of them, and begs that your Lordship in Council will be pleased to take them into your Lordship's kind and humane consideration, and to issue orders for the immediate relief of his master, Baba Furkey:—[*A memo. on a separate sheet.*]

5. Your petitioner begs that, on reference to the foregoing instances on the records of Government, your Lordship in Council will be satisfied that his master, Baba Furkey, is the subject, and was a servant, of the Company's Government; and it is incumbent on your Lordship in Council, therefore, to release him, and to cause justice being done to him by the Bombay Government at their Court.

Bombay, 4 December 1849.

Memorandum.—Venyram Adetram was for several years a servant in the Guicwar Government; he had built a house and lived with his family at Baroda. On the occasion of a dispute between the Bombay and Guicwar Government, he was distinguished as a British subject, and was therefore discharged from the latter Government.

2. Dhagjee Dadajee was a karbhary in the Guicwar Government; had built a house at Baroda and lived in it. The Guicwar Government exercised violence on him, but he was distinguished as a British subject, and the Bombay Government interfered in his behalf, and the settlement of his was determined through them.

3. Wullubhdass Maniechund was a native of Wissanuggur in the Guicwar's territory, but he had for some time resided in Bombay for mercantile business; he again returned to his country and undertook some Mahals in ; the Guicwar Government, on a pretence of his having committed some frauds, exercised oppression on him; he therefore made a complaint on the subject to the Bombay Government, and on their deciding him as a British subject, his case was inquired into by them; he was relieved from the oppression, and was reimbursed with the from the Guicwar's Government.

4. Palasha, a native of Delhi, was for several years in the service of the Guicwar's Government. He incurred the displeasure of that Government, and was placed in confinement on the Sunwaut year 1885. His brothers made a petition to the Government at Fort William on the subject, which was inquired into, and he was released on the distinct understanding that he was a subject of the British Government.

5. On the occasion of the restoration of the Pedlad Mahal, the late Sir James Carnac, when he went to Baroda in 1843, sent a memorandum, the purport of one of the paras. of which was, that all those individuals who assisted the British Government at that time, though

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though they might be subjects of the Guicwar's Government, the British Government should render them assistance if any unjust oppression should be exercised on those individuals. How zealously and faithfully had Venaik Moreshwur exerted himself in the collection of the revenue of the Mahals, &c. would appear by a reference to the several reports made to Government by Mr. Malet on the occasion. He has, therefore, according to the tenor of that para., strong claims on the British Government for support on this occasion.

6. Gopall Row Atmaram, *alias* Raojee Oghubpugay, Gunput Rao Muhiput, and Ahmedkha Jamadar, were for several years in the service of the Guicwar Government; they incurred the displeasure of that Government during the administration of Weneeram, and the Paga in their possession was therefore resumed from them, and they were driven out of the state. They possessed no guarantee of the Bombay Government, neither were they its subjects; but the Bombay Government interfered in their behalf, and they were restored to their former employment, and the displeasure of the British Government was announced to the Guicwar Government. This occurred during the time of Mr. Sutherland.

7. Meersudphuraj Alli was a resident of Baroda. His house was attached, and he was driven out of the state during the administration of Weneram. He therefore lived for many years in another government. He possessed no guarantee, but the Bombay Government interfered in his behalf, and he was called back and was restored to his former state and Jahageer. This occurred during the time of Mr. Sutherland.

(C.)

To the Right Honourable the Governor in Council, Bombay.

The humble Petition of *Venayeck Moreshwar Furkey*, of Nassick, at present residing in Bombay,

Humbly showeth,

That your petitioner having been subjected to great injustice and oppression at the hands of the Guicowar's Government, at Baroda, from the year 1849 up to the present time, owing to the instigation of the Acting Resident, Captain French, which matters have been frequently brought to the notice of your Honourable Board, in petitions from himself, his brother, and other persons on his behalf; consequent whereon, reports may have been received from the Acting Resident, and orders and instructions issued thereon by your Honourable Board; and as, latterly, Colonel Outram may have reported, in reference to a petition of the 4th March 1850 from your petitioner to that officer's address.

Your petitioner therefore humbly prays that he may be permitted to have copies of all the documents in question, in connexion with the subject above mentioned, and that the same may be forwarded with your Honourable Board's reply hereto to your petitioner at his residence in Bombay, at Combarlokda.

And your petitioner, as in duty bound, shall ever pray, &c. &c.

Bombay, 25 March 1852. *Venayeck Moreshwer Furkey.*

(D.)

No. 1445 of 1852.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to *Venayek Moreshwar Furkey*, Bombay, dated 2 April 1852.

I am directed by the Right honourable the Governor in Council to inform you that the request contained in your petition, dated the 25th ultimo, cannot be complied with.

By order of the Right Honourable the Governor in Council.

(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle, 2 April 1852.

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SUMMARY.

1. UNDER date the 31st December 1839, Mr. Remington, First Assistant to the Political Commissioner for Guzerat and Resident at Baroda, addressed a letter to the Political Commissioner (the late Mr. Sutherland), in which he observed as follows:—" Amongst the charges borne by the Rajpeepla state there is an item of 2,400 rupees per annum, the cost of a karkoon, as the entry runs, stationed at Nandod, but who, by some transformation, is no less a personage than head karbaree of this office, at present held by a person of much influence and consequence in the place, and who has filled some influential situations in other parts of the country."

" On this subject I would remark, that nothing appears to me more vicious in principle, (because it detracts from the weight rightly due to the important post occupied by the Assistant when a servant of such high rank, in the pay and employment of a foreign state, is permitted a place on his establishment); nor faulty in practice, (because, as no one is supposed capable of serving two masters, the source from whence the emolument comes must in the mind of such a person be the more regarded), could be imagined than such an appointment; and, convinced as I am of the utter inutility of it for practical purposes of good administration, I cannot resist the opportunity the present posture of affairs offers to suggest its discontinuance, in order that it may yield to some other arrangement which promises greater advantage. Towards the individual against whom these observations are directed, I entertain no other objection than a dislike to the influence it is too certain he exercises, not always in a direction coinciding with my views and wishes; and as the legitimate establishment is sufficient for the proper discharge of all the duties required, it would be infinitely preferable that the independent access to all the Government records and accounts should be removed from the control of the person so entirely irresponsible. I would, therefore, relieve the state from the useless expense of nominally keeping a karkoon at Nandod, but, in fact, supplying my office with a karbharee on the handsome salary of 200 rupees per mensem, and in the room of such person propose the appointment of a thanadar at the lower salary of 50 rupees, which, with establishment, would be increased to 75 rupees, making an annual charge of 900 rupees, whereby the state would save 1,500 rupees a year, and be as much benefited in the end, as the efficiency of this office would be increased by the loss of the undue influence which now tends to diminish it."

2. In reply to the above suggestion, Mr. Remington was informed on the 26th May 1840, that Government did not consider that the situation of the native agent stationed at Rajpeepla should be abolished, but saw no objection to his being employed, as of late years, in the general duties of the Rewa Kanta Agency. It was at the same time observed, that if the individual then filling the above office should be unfit or above the duties he was called upon to perform, another person should be substituted, his appointment being of very recent date; but that were Government to sanction Mr. Remington's propositions, it was very likely that an application from him would soon follow for an increase to his establishment, an expense which it appeared to Government might be legitimately avoided by not disturbing present arrangements. This agent, it was added, although paid by the Rajpeepla state, is subject only to the British Government, whose servant he is.

3. The above proceedings having been reported to the Honourable Court of Directors, that authority, in a letter dated the 16th March 1841, replied as follows:—" We cannot concur with you in the opinion expressed in your letter of the 26th May 1840 (to the Political Commissioner for Guzerat) that there is no impropriety in continuing the system by which the Rajpeepla state is burthened with the salary of an officer who is sometimes called the 'native agent' and sometimes the 'karkoon stationed at Nandod,' but who is in reality one of the principal native officers of the Rewa Kanta Agency. If the Agency requires such an officer, he must be borne upon its establishment. All servants of the British Government should, at least while employed as such, be paid by that Government, and by it exclusively."

4. The above sentiments were communicated to Mr. Boyd on the 13th August

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August 1841, with instructions to call upon Mr. Remington to submit his opinion, and report upon the view taken of this subject by the Honourable Court.

5. In reply, Mr. Remington on the 9th April 1842, brought to the notice of Government that great inconvenience was experienced in consequence of the want of a sufficiently vigilant control over the Bheels who reside within the jurisdiction of the Rajpeepla state. These individuals Mr. Remington represented as being "a turbulent population of Bheels, who, whether that they are subject to no control, or that the local Government feels itself too weak to judge it prudent and proper to interfere, have managed to carry on for a long series of years a career of depredation and plunder with the greatest impunity."

6. With the view, therefore, of controlling the future conduct of these Bheels; Mr. Remington suggested that the karkoon who had hitherto been stationed at Nandod, on a monthly salary of 200 rupees, be discharged, and that two mehtas be entertained in his room at an annual total expense of 600 rupees. Mr. Remington proposed to employ one of these mehtas on police duties, and to assign to the other mehta a general superintendence over the affairs of Rajpeepla, similar to that entrusted to the mehta in charge of the tannah at Sagtallah over the districts of Deoghur Barriah, namely, to exercise a general control over the Bheel classes of the population, with the view of preventing their committing any acts of plunder or aggression.

7. In justification of his proposition for discharging the karkoon then employed at Nandod (Venaik Moreshwur, *alias* Baba Phurkey, the present memorialist), Mr. Remington stated, that this individual had never served the British Government previous to his appointment as Rajpeepla karkoon; that his former experience had been gained exclusively under native states, whose revenues he had farmed, and managed their districts, and at the same time observed, "This is perhaps not exactly that sort of education which is suited to qualify a person to discharge properly the first post in any of our offices, and such as I formerly described his character have I found him throughout."

8. In submitting the above communication from Mr. Remington, the Political Commissioner for Guzerat (Mr. Boyd) observed, that the individual whose situation Mr. Remington proposed to abolish, and who was in reality employed as his head karkoon, "has no more essentially to do in Rajpeepla than in any other petty district under the charge of the First Assistant." Mr. Boyd at the same time stated, that he was quite of opinion that intelligent karkoons, stationed as thanadars, are extremely serviceable, and that he would, therefore, suggest that no part of a fund over which Government had such an acknowledged control as the salary of this karkoon should be withdrawn from its original purpose and destination. That instead, however, of one, he is of opinion that at least four individuals of this class might be appointed to different stations in Rajpeepla with great effect as police officers, and that the salary of 2,400 rupees per annum, which was then charged to the Rajpeepla state on account of the karkoon, would provide very handsomely for the expense which would be incurred by the appointment of four individuals to be stationed as thanadars.

9. In conclusion, Mr. Boyd remarked, that if the karkoon alluded to by the Honourable the Court of Directors in their despatch dated the 16th March 1841, continued to be employed by Mr. Remington upon his present duties, his salary should, he conceived, in accordance with the instructions of that authority, be defrayed by the British Government. Mr. Remington, however, reported that he considered the further entertainment of this individual's services will be unnecessary, provided thanadars are appointed in his place.

10. In reply, Mr. Boyd was, on the 8th March 1843, informed as follows:— "I am directed by the Honourable the Governor in Council to acknowledge the receipt of your letter dated the 14th May last, No. 402 A., submitting, with your opinion thereon, copy of a communication from your first assistant, Mr. Remington, suggesting certain arrangements consequent on the proposed abolition of the situation of karkoon at Nandod. In reply, I am desired to inform you, that it appears to Government very doubtful how the plan proposed in the 4th paragraph of your letter will answer, namely, the entertainment of four thanadars

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thanadars in the room of the karkoon above alluded to, to be posted at different stations in Rajpeepla. The Governor in Council, however, considers it highly desirable that an efficient police should be kept up Rajpeepla, with reference to its contiguity to the Broach districts; and as no such efficient police is now maintained, he is disposed to accede to your proposition as an experiment, to be reported upon at the end of 12 months."

11. These proceedings having been reported to the Honourable the Court of Directors, that authority in reply, under date the 17th December 1844, observed as follows:—"Already in abolishing by our orders the arrangement under which the principal native officer of the Rewa Kanta Agency was stationed at Nandod, and paid by the Rajpeepla state, you had sanctioned experimentally a proposition of Mr. Remington as amended by Mr. Boyd, whereby the salary thus saved to the state was employed in paying four karkoons, to be stationed in different parts of the Rajpeepla territory as channels of communication with the Bheel population, and generally for the more efficient management of the Rajah's police. These officers, though paid by the Raja, were nominated by the Political Agent. You have now, at Mr. Remington's suggestion, directed that these karkoons should assist in the collection and management of the revenue of the seven principal pergunnahs of the state. The object of this arrangement is to afford assurance that no more shall be exacted from any ryot than is fixed in his engagement, and that the whole of what is collected shall be brought to account. The Political Agent should be directed to give such instructions to the karkoons as shall limit their interference to what is necessary for these purposes. The executive duties should remain with the Rajah's officers."

12. Venayek Moreshwur (the memorialist), in the month of May 1843 addressed a petition to Government, in which he enumerated his former (alleged) services to the British Government, and solicited to be employed as native agent to the Resident at Baroda. This petition was, by order of Government, returned to the petitioner on the 30th May 1843, with the following intimation—"Petitioner is informed that his application for employment under the Resident at Baroda should be preferred to that officer, and not to Government."

13. On the 27th December 1843, Venayek Moreshwur presented a further petition to Government, in which he stated that consequent on the intimation alluded to in the preceding para. he had applied to the Resident at Baroda (the late Mr. Boyd) on the subject of the above appointment, but had received no reply; this individual at the same time drew the attention of Government to the following certificate, which he stated had been granted to him in the year 1839 by Mr. A. Malet, then First Assistant Political Commissioner for Guzerat:

"Baroda, 17 August 1839.

"This is to certify that the bearer, Venayek Moreshwur Phurkey, has held the situation of karkoon at Rajpeepla for 20 months, and in that capacity has conducted the duties of head karkoon on the establishment of the First Assistant Political Commissioner with the greatest zeal and ability, and to my entire satisfaction; he was also my head assistant in the sequestration of Petlad, and I owe much to his experience in business, and the respect in which he is held by all classes of natives, his knowledge of the manner in which native governments act, was also of great use to me. I can confidently recommend him for any employ as a most useful, able, and honest man, and from his character particularly fitted for such an appointment as that he now holds.

(signed) "*A. Malet*,
"First Assist^{t} Pol^{l} Commissioner."

14. With reference to the foregoing petition, the Right honourable Sir George Arthur, on the 5th February 1844, record a Minute,* from which the following are extracts:

"The petitioner at the same time solicits that his present petition may be referred to Mr. Boyd for consideration whether he is capable of conducting the duties of native agent, and whether, in consideration of his past services, he possesses any claim to such a reward.

"If

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* Which was concurred in by the Board.

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"If the certificate appended to the petition be genuine, it is clear that Mr. Malet and Mr. Remington entertain very different opinions in regard to the qualifications and character of the petitioner. The situation for which the petitioner applies appears to have been lately filled up, and is moreover one, the nomination to which it has been customary to leave to the Resident, subject to the confirmation of Government. With reference, however, to the terms in which Mr. Malet speaks of this person in the certificate dated the 17th August 1839, this petition may perhaps be referred for any remarks Mr. Remington may have to offer, on the receipt of which we can determine whether this person possesses sufficient claims to induce us to recommend him to any of our authorities for employment on the occurrence of any suitable vacancy."

15. This petition was accordingly on the 17th February 1844 transmitted to Mr. Remington, then First Assistant Political Commissioner for Guzerat in charge, for any remarks he might have to offer; and in reply, that gentleman on the 22d of the same month made the following report to Government:—

"I have the honour to acknowledge the receipt of your letter dated the 17th instant, No. 536, giving cover to a petition from Vinayek Moreshwur, late head karkoon on the Rewa Kanta establishment.

"The object of petitioner appears to be to procure the situation of native agent at the Residency, to succeed to which he considers he possesses 'a stronger claim than any one else.'

"Adverting, however, to the correspondence noted in the margin, this appointment has been already filled up by the nomination of Nursoo Punt, at present dufturdar on the establishment of the Revenue Commissioner for the Northern Division, and consequently there being no vacancy, it only remains to consider the fitness of petitioner to be re-employed in some similar situation under Government.

"Of the history of Venayek Moreshwur, commonly called by the appellation of Baba Phurkey, but little that is authentic appears to be known at Baroda. He belongs to the Deccan, and his alleged object in coming to Baroda a few years ago was to arrange some family matters at the court of his Highness. Disagreeing with the Durbar, he took up his residence in camp, where having assiduously cultivated the acquaintance of some officers of a regiment stationed at the time, he procured an introduction to the Residency, and was finally appointed to succeed Motee Pershotum, who has been turned out of his situation on account of malpractices. The appointment bears date 15th December 1837, but I cannot discover that his nomination was submitted for the confirmation of Government.

"Very shortly after his introduction to the office, the first assistant proceeded into the districts in pursuit of the Naikras, in apprehending whom his services were called into requisition. It is only justice to say that they were duly appreciated and highly commended, and that in reporting his proceedings Mr. Malet remarked, 'I have had much reason to be satisfied with the conduct of Venayek Moreshwur Phurkey, my head native assistant, who having formerly managed the Godra district, possessed much useful knowledge, and whose acquaintance with the Mehwassee Thakoors of that part of the country was exceedingly serviceable to me.' Further, on resigning charge of the Agency Mr. Malet granted him a certificate, in which honourable mention is made of his services during the time he was employed under that gentleman.

"As stated by Mr. Malet, petitioner acted as manager of the Punch Mahals previous to taking service in the Residency; he admitted to me that he at one time sought employment at the court of Indore, and was afterwards an unsuccessful applicant for a situation under his Highness the Gaekwar, and having failed in his object he ultimately succeeded to a carkoonship of 200 rupees in the Rewa Kanta establishment, which he retained until last year, when another arrangement took place.

"The favourable testimony borne to petitioner by Mr. Malet is certainly no slight praise, and no one is less disposed than myself to doubt the sincerity with which it was accorded; my estimation, however, of petitioner's fitness for public employ unfortunately falls considerably short of the character sketched by my predecessor in the certificate annexed to his address to Government; and as my

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my acquaintance with him has been of some duration, I may perhaps be allowed to have possessed a fair opportunity of judging of his merits.

"From the very first I was struck with the high tone he assumed, unlike anything of the kind I had ever seen exhibited by others holding a corresponding situation elsewhere; which, however suited to a native Durbar, was quite out of place in my cutcherry, the influence he possessed over all the carkoons, some of whom he had managed to get appointed, was immense, and in the same degree was the hold he appeared to possess over the karbarees of the native states. His domestic expenses were unusually profuse, and the number of servants and horses he kept up, and the large retinue which accompanied him about the country, indicated rather a man of rank and importance than a mere karkoon in our employ. It was at once evident that either he was a man of unbounded means, and independent of his salary, or that his expenditure, so inconsistent with his position on the establishment, remained to be provided from illegitimate sources. Lately he has constructed a stately house, in the most commanding situation in the city of Baroda, at a cost certainly not much under half a lac of rupees.

"In the praise therefore bestowed in the only certificate he possesses, I cannot join. His 'utility' as a man of business was never very apparent to me, and his 'honesty' I would by no means vouch for. That 'his knowledge of the manner in which native governments act is profound,' may be allowed, and as with those people low craft and deceit, without any principle of honour and integrity, obtain the appellation of great parts, it may be that he is thought something of, though 'respected' is not exactly the word I would apply to represent their opinion of him.

"Feeling his continuance as the principal native officer in the Rewa Kanta establishment was in every respect injurious, I sought his removal at a very early period, which at last was effected by a new distribution of the salary he received. In desiring his departure I had no one's interest to serve, unless it be that of the petty state burdened with a contribution for which it received no equivalent. My own establishment has been reduced in number, and the only benefit derived from the change has been a greater degree of efficiency in the country, which was partly my aim in soliciting the alteration.

"Neither the present Resident nor his immediate predecessor ever regarded petitioner favourably, and the late Mr. Sutherland frequently expressed to me his surprise that a man so unknown and apparently so little deserving, should have succeeded to a situation which tried and faithful servants of our Government would have been too thankful to have received in the way of promotion.

"For the situation, then, of native agent, the most confidential and important that a man can hold, and which officers of the highest rank and unblemished character, like Nursoo Punt, aspire to, I consider Venayek Moreshwur in every respect unfit, as also for any other post of equal importance.

"Such being my own opinion of this individual, I would willingly have postponed a reply to your letter had I not been persuaded that these sentiments are coincided in by the Resident; but as it is, should this representation be deemed by Government to be overcharged, Mr. Boyd can still be appealed to for a character. It will, however, be observed, that petitioner admits that the Resident has never attended to his application for re-employment, a fair indication of what is thought of him in that quarter."

16. On this report the following minute was recorded by the Right honourable Sir George Arthur, which was concurred in by the Board: "From the account given of this person by Mr. Remington, I am of opinion that he is a very unfit person for political employ of any kind, and much less for the important situation of native agent at Baroda. He may be informed that Government cannot give him employment." An intimation to this effect was accordingly made to Mr. Remington on the 20th March 1844, and Venayek Moreshwur was informed that his "request to be re-employed under Government cannot be complied with."

17. On the 17th May 1847, Venayek Moreshwur addressed a further petition to Government, in which he solicited that he might be reappointed to the situation he had formerly held at Nandod, or that some other appointment under Government might be conferred on him. On this petition the Honourable Mr. Willoughby (in the temporary absence from Bombay of the Governor and the other

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other members of the Board) recorded the following minute: "On a former application from this person for the situation of native agent at Baroda, he was declared by Government to be very unfit for political employ: the appointment he now requests is not vacant; he may therefore be informed that Government cannot comply with his request." Petitioner was accordingly informed, on the 17th June 1847, that his request could not be complied with. With reference to this intimation, he again petitioned Government for employment on the 1st July 1847, and on this application the Honourable Mr. Reid (in the absence of the Governor and Commander-in-Chief) recorded the following minute, which was concurred in by the Honourable Mr. Willoughby. "The petitioner may be informed that he can apply to the local authorities, as Government sees no reason to interfere in his behalf."

18. On the 9th September 1848, Lieutenant-colonel Outram, Resident at Baroda, addressed the following letter to Goverment: "I have the honour to transmit with my recommendation the copy of an application (with its accompaniments) received yesterday from Nursoo Luxmon, native agent, for permission to retire on the pension to which he is now entitled from a service of 30 years.

"I beg leave at the same to recommend Venayek Moreshwur Furkey for the situation of native agent, should Nursoo Luxmon's application be complied with; he is, I consider, better qualified for it than any other native with whom I am acquainted, combining high ability with great personal experience in the duties of the office, having previously served Government as native agent in the Rewa Kanta, and done good service to Government on several occasions."

19. With reference to the above recommendation in favour of Venayek Moreshwur, Captain French, then in temporary charge of the Baroda Residency in the absence of Lieutenant-colonel Outram on sick leave, was, in reply, on the 4th January 1849, informed as follows: "In reference to Colonel Outram's recommendation of Venayek Moreshwur Furkey to succeed Nursoo Luxmon as native agent, I am desired to call your attention to Mr. Chief Secretary Willoughby's letter, No. 905, of the 20th March* 1844, and to instruct you not to allow the interference of this person in any Government business whatever." Nursoo Luxmon was subsequently (on the 29th January 1849) permitted to withdraw his application for permission to retire from the public service on a pension.

* *Vide* para. 16 of this precis.

20. On the 7th September 1848, Lieutenant-colonel Outram reported to Government the result of his inquiries into the pecuniary affairs of Goorajee Pol, a pagadar of his Highness the Gaekwar, holding the British guarantee, and reported that in consequence (for reasons which he mentioned) of his mistrusting the impartiality of his native agent, Nursoo Luxmon, and otherwise suspecting that individual of corrupt conduct in this case, he (Lieutenant-colonel Outram) had deemed it proper to avail himself of the services of Venayek Moreshwur Phurkey to assist him in instituting a rigid scrutiny into Gorajee Pol's affairs. With reference to this intimation the Right honourable the Governor, in a minute dated the 28th December 1848, which was concurred in by his Excellency the Commander-in-Chief, and by the Honourable Mr. Reid, recorded the following opinion: "With his suspicions excited, Colonel Outram was justified in making use of extra aid in prosecuting his inquiries into this case, but I consider that he greatly erred in seeking it from a person (Venayek Moreshwur) whose employment in a political office had before been forbidden by Government, a procedure which shows that he could not have examined the records of his office, in which the former correspondence concerning this person existed."

21. The Honourable Mr. Willoughby, in a separate minute dated the 30th December 1848, remarked as follows: "With respect to the employment of Venayek Moreshwur Furkey in investigating Gorajee Pol's accounts, I am of opinion this was both improper and injudicious, not only under the recorded opinion of Government that this person was not eligible to be employed† in any

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† *Vide* Government Letter, dated the 20th March 1844, alluded to in para. 16 of this Summary. *Vide* also paras. 17 and 19.

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any political capacity, but likewise because it could not have been expected that he would act with impartiality as a referee on any matter in which the native agent was concerned. Venayek Moreshwur was not only a rival candidate for the office of native agent, when Nursoo Luxmon was appointed in 1844, but now aspires to succeed him in the event of his removal. In fact, notwithstanding the opinion of the Government of 1844 (in which I entirely concur) of his ineligibility for this responsible office, the Resident has actually proposed that Venayek Moreshwur should be appointed on the retirement of the present native agent.

"No doubt Mr. Remington's report* on the causes of Venayek Moreshwur Furkey's disqualifications for political office, and the decision† of Government founded thereon, were overlooked by the Resident. They are nevertheless on his records, and this fact proves that documents may be lost sight of without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to the native agent in the case of the demands of the firm of Hurree Bhugtee against Govind Rao Gaekwar."

* Dated 22 February 1844.

† Dated 20 March 1844.

22. These proceedings having been reported to the Honourable the Court of Directors, that authority, in reply, in a despatch dated the 28th November 1849, observed as follows: "You justly blamed Colonel Outram for having, in his investigation, availed himself of the services of one Venayek Moreshwur, who, according to the records of his department, was, in the opinion Government, a very unfit person to be employed in any political capacity."

23. On the 13th November 1849, Venayek Moreshwur Furkey addressed a petition to Government, in which he complained of from 50 to 60 persons having been sent by the Gaekwar to search his house for papers, which search having been effected, a guard of 10 persons had, he stated, been left over him by order of his Highness. Petitioner concluded by stating that he was a British subject, and "claims that protection which a British subject has a right to expect from his Government. Your petitioner solicits that no time should be lost in making the necessary reference to the Resident, as your petitioner considers his life is in danger."

24. This petition was received on the 19th November 1849, and on the same day was referred to Captain French (then Officiating Resident at Baroda) for his report, and in reply that officer, on the 22d of the same month, stated as follows: "The petitioner, Venayek Moreshwur, commonly called Baba Furkey, is not a British subject, though originally, years back, he may have been. In the words of Mr. Secretary Willoughby, 8th January 1846, No. 115, 'He has resided at Baroda for the last seven years; he has, in this respect, forfeited the claims of a British subject.' The petitioner has, in fact, lately been in the employment of the Durbar, in reality, though ostensibly in that of the killedar, but for Durbar purposes. The Officiating Resident was lately informed by his Highness's vakeel that there being no grounds for supposing the petitioner was, with others, concocting complaints to Government against the Durbar, the Gaekwar sent some of his chief civil servants with some city police to search the house of the petitioner. A vast number of letters of a fictitious address were found from persons in Bombay, but not that they were in search of. Of those found, the Prince sent the Officiating Resident the next day two, either sufficient from their contents to warrant the proceedings of his Highness. The security demanded was, that the petitioner, if he chose to remain in the Gaekwar's state, would refrain from intriguing and trying to cause disunion in the family of his Highness.

"The officiating Resident has in no way interfered, one way or another, deeming that he has no authority for so doing in the case of one who lives, and has been living for years, in the capital of the sovereign at whose court he is the accredited agent of the British Government."

25. Upon this report the following Minute was recorded by the Right honourable the Governor: "As it seems that Venayek Moreshwur Furkey was in employ at Baroda, he must be considered amenable to the local authorities, and, under the circumstances stated by the Resident, it does not appear that there is any necessity for Government to interfere to prevent injustice." This Minute was concurred in by the Board, and a corresponding intimation was made

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made to Captain French on the 8th December 1849, Venayek Moreshwur being referred to that officer for a reply.

26. On the 4th December 1849, a person named Bulwunt Rao Eshwunt, calling himself a "karkoon belonging to Venayek Moreshwur," addressed a representation to Government in behalf of that person, in which he endeavoured to show that his master was a "British subject," and, as such, solicited that Government would interfere on his behalf, and cause him to be released from the oppression which he stated he was suffering from the Gaekwar. In reply, petitioner was informed, on the 17th December 1849, "any application you may have to make should be preferred to the local authorities."

27. On the 4th and 21st December 1849, Venayek Moreshwur, and, on the 10th of the same month, his brother (Koosheba Bhao Furkey, an inhabitant of the town of Nasick,) addressed further representations to Government, to the same effect as those above noticed, and on them the following Minute was recorded by the Right honourable the Governor: "Although the Government will not interfere to prevent any one in the position of Venayek Moreshwur Furkey from receiving due punishment for any faults he may have committed in Baroda, still these petitions may be sent for the Acting Resident's information." This Minute was concurred in by his Excellency the Commander-in-chief, and by the Honourable Mr. Blane.

28. On the 11th April 1850, Lieutenant-colonel Outram, then in Bombay, after his return from Egypt on sick leave, addressed the following letter to Government: "I have the honour to submit, for such consideration as the Right honourable the Governor in Council may consider the case deserving of, a petition from Venayek Moreshwur Baba Furkey, which I have this day received, complaining of certain acts of oppression which he asserts to have suffered from the Baroda Durbar. I am aware that it has been decided by Government that the petitioner is not entitled, as a British subject, to its interference; but as the petitioner asserts, and which does not appear to have been known to Government when its decision was formed, that he was dismissed from the service of his Highness the Gaekwar at the instigation of the Officiating Resident, and that the subsequent persecution which he declares he was subjected to arose from the enmity of the native establishment of the Residency, owing to his having been employed by me to trace out certain frauds in which I had reason, I conceived, to suspect them of being implicated, I trust it will be deemed but just and necessary that I should institute an inquiry into the matter on my return to Baroda."

29. A copy of the above letter, and the petition which accompanied it (in original), were forwarded to Captain French by endorsement, on the 15th April 1850, "for report;" and in reply, that officer, on the 18th of the same month, stated as follows: "In reply to the petition from Venayek Moreshwur, forwarded for report on the 15th instant, No. 1751, I have the honour to state, with reference to Colonel Outram's letter of the 11th idem, enclosed therein, second para., that Venayek Moreshwur Baba Furkey was not dismissed the service of the Gaekwar at my instigation. I now for the first time learn, from his petition which accompanies Colonel Outram's letter, that he was as long as six months in the employ of his Highness, but soon after hearing he was in his service, I told his Highness there was little wisdom, after having so lately declined to meet the wishes of Government touching vaccinators on the score of poverty, in employing, on 200 rupees a month, a man his father had denounced to a former Resident.

"As far as I know, the petitioner has experienced no enmity from the native establishment of this Residency; from no member of it have I received reports of him that I can recollect.

"I could reply to each assertion made by the petitioner, but do not conceive more can be required than above given, as he has been living in his Highness's capital for years back, and was but lately in his service.

"This very day I had a verbal message from his Highness, asking if he should institute any further inquiry touching the papers found in the house of Baba Furkey, and my reply was, that as he had given satisfactory security for future good conduct to this Government, I could see no use in further agitating the

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the matter. The message was of a private nature for my advice, and had not been given above an hour when your letter came to hand.

"If it is the wish of Government, I will be happy to advert to each point of complaint made by the petitioner. I would be glad to be allowed to do so, as an opportunity would be afforded me of stating the experience of my sojourn at this court of 17 months, so far as it relates to such persons as the petitioner in any way having a hold on, or claim to the protection of our Government." On this letter, the following Minute was recorded by the Right honourable the Governor: "It would perhaps have been as well had Captain French abstained from expressing any opinion to his Highness the Gaekwar, in reference to the employment of the petitioner; but as we have already on a former occasion declined to interfere in his behalf, I think it would be inexpedient now to re-open the matter." This Minute was concurred in by his Excellency the Commander-in-Chief, and the Honourable Mr. Blane, and its substance was, on the 14th May 1850, communicated to Lieutenant-colonel Outram, who intermediately had resumed his duties as Resident at Baroda.

30. In reply to the above communication, Lieutenant-colonel Outram, in a letter dated the 22d June 1850, solicited a reconsideration by Government of Venayek Moreshwur's case, urging that the persecution which that individual had suffered arose from the aid which he had afforded him (Lieutenant-colonel Outram) and other officers of Government in exposing the depravity of certain native officials. On receipt of this letter, the Right honourable the Governor recorded the following Minute, dated the 18th August 1850: "I regret that Lieutenant-colonel Outram has revived this question, more especially as I cannot but regard his letter to Government as intemperate and indiscreet. I would inform Lieutenant-colonel Outram that our former decision in this case is to be deemed final, and that we see no reason whatever for the interference of our Resident between this individual (Furkey) and his Highness the Gaekwar."

31. The Honourable Mr. Willoughby recorded the following Minute on this subject (dated the 20th September 1850): "I was absent from the Presidency when the last decision was passed in this case, consequent on the receipt of Lieutenant-colonel Outram's letter of the 11th April last. Had I been present, I should have stated it to be my opinion that the statements therein made required an explanation from the Acting Resident, and that if it can be proved that Baba Furkey has been maltreated in consequence of the assistance he has afforded in detecting bribery and corruption, he is entitled to all the protection which we can extend to him. Although, from his having resided several years at Baroda, and accepted service in a foreign state, he cannot claim such protection because he was originally a British subject.

"The extent of bribery and corruption among our native establishments in Guzerat, and especially at Baroda, is unhappily notorious. Some cases of this kind have recently been before the Board, and more may soon be expected, in connexion with the case of Joetabhaee, the widow of a wealthy banker belonging to the firm of Hurree Bhugtee & Co. at Baroda, who has for a long time past failed to obtain a hearing by the most corrupt means, to the great discredit, I fear, of the British Government.

"It is evident that Lieutenant-colonel Outram believes, and I have not a doubt, honestly and in good faith believes, that Baba Furkey has been subjected to oppression and ill-treatment for having aided him in bringing corrupt practices to light, and that his dismissal from the Gaekwar service was in part occasioned by the representations of Captain French; the Right honourable the Governor* apparently not approving of the Acting Resident's proceedings.

"With reference to paras. 2, 9, and 20, of Lieutenant-colonel Outram's present report, so far from considering that officer, with the impressions therein stated, to have acted indiscreetly and intemperately in submitting this representation to Government, I do not see how as a man of honour he could have avoided doing so.

"I cannot therefore concur in the censure passed upon the Resident; but in order to support his meritorious exertions in the exposure of corruption, and in order that other persons may not be deterred from assisting those exertions, by seeing

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* *See* his Lordship's Minute, dated 27 April 1850.

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seeing from the example of Baba Furkey, that maltreatment instead of reward is the result, I think the case should, as proposed by Lieutenant-colonel Outram, be fully investigated."

32. The Honourable Mr. Blane, in a Minute of the same date (20th September 1850), observed, "I quite concur with the Right honourable President in adhering to our former resolution, as to the claim of this individual to the interference of the British Government, and cannot but regard Colonel Outram's strictures on the proceedings of Mr. Remington and the late Acting Resident, Captain French, as well as the tone of his remarks relating to the decisions of Government, as exceedingly ill-advised." This Minute was concurred in by the Right honourable the Governor, the Honourable Mr. Willoughby attaching thereto the word "seen" in token of dissent.

33. Lieutenant-colonel Outram was accordingly informed as follows, under date the 1st October 1850; "I am desired to inform you, that the former decision of Government in this case is final, and that his Lordship in Council sees no reason whatever for your interference between this individual and his Highness the Gaekwar."

34. These proceedings having been reported to the Honourable the Court of Directors, that authority, in reply, under date the 15th January 1851, observed as follows:

"Lieutenant-colonel Outram's letter of 22d June 1850, seems to establish conclusively that this individual is a British subject, and Captain French, who led Government to believe, on most insufficient grounds, that he had forfeited the rights belonging to him in that character, is justly chargeable with culpable negligence.

"Baba Furkey was for a short time in the service of the Gaekwar, from which he was dismissed, and according to his own statement and Lieutenant-colonel Outram's, was, on a false charge of conspiracy, placed in confinement, his house searched, and many of his papers carried off. He was subsequently liberated, on giving security that he should not leave Baroda for three months.

"By accepting office under the Gaekwar, Baba Furkey voluntarily subjected himself to such chances of subsequent molestation by his Highness's officers, as might arise from the customary practices of the Baroda state. Although, therefore, Lieutenant-colonel Outram expresses a strong conviction that the treatment to which that individual has been subjected was brought on him solely by the aid which he afforded to the Resident in detecting malversation and corruption, there would have been no ground on which we could be called on to interfere in the matter, were it not asserted by the petitioner that the harsh measures were adopted in concert with the Officiating Resident, Captain French. That officer admits that he suggested Baba Furkey's dismissal from office. Instead, however, of referring Lieutenant-colonel Outram's letter to Captain French for explanation, you gave a verbal rebuke to Lieutenant-colonel Outram for bringing forward the subject. We regret that you did not accept Captain French's offer to give that full explanation which was due to Government, in regard to his alleged part in the transaction complained of, and we direct that the opportunity of giving such explanation be now afforded to him."

35. The above extract (with the exception of the latter portion, beginning with the words "instead, however, of referring," &c.), was on the 9th June 1851, transmitted * to Captain French, with a request that with reference to the remarks of the Honourable Court therein contained, he would furnish Government with a full explanation as to the part he was alleged to have taken in the proceedings complained of by Venayek Moreshwur Furkey.

36. Captain French replied to this call on the 11th June 1851, and with reference to the explanation given by that officer, the Right honourable the Governor on the 26th June 1851, recorded the following Minute: "This letter furnishes

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* A similar extract was on the same day sent to Lieutenant-colonel Outram, with an intimation that this reference had been made to Captain French.

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furnishes no new information, the only part of it bearing on the explanation required at the close of the 10th para. of the Honourable Court's despatch (No. 3, of the 15th January 1851), being contained in the 6th, 8th, and 10th paras., in which the facts already communicated to Government in Captain French's letter, No. 69, date 18th April 1850, are given more in detail.

"As that letter was before the Honourable Court when their's above cited was written, I conceive it was not considered necessary by that authority to interfere in Baba Furkey's favour.

"It will, I think, be sufficient to send a copy of the 6th and 8th paras. of Captain French's letter, under review, to Lieutenant-colonel Outram.

"As regards Baba Furkey, I see no reason to change the opinions I have already expressed on his case in my several Minutes, dated 4th December 1849, 4th January 1850, 27th April 1850, 18th August 1850, copies of which are hereto annexed, to which I beg to refer. Lieutenant-colonel Outram may be instructed that we adhere to our resolution expressed in our letter No. 4489, dated 1st October 1850, and see no reason for interference on the part of Government between this individual and his Highness the Gaekwar." This Minute was concurred in by the Honourable Mr. Blane.

37. The Honourable Mr. Bell, in a separate Minute, dated the 27th June 1851, observed, "Our Right honourable President, and my colleague Mr. Blane, having already decided that no interference was necessary, and as no new matter has been adduced in Captain French's present explanations to lead to a different impression, I do not see that we can do otherwise than to uphold that resolution."

38. The following letter was accordingly addressed to Lieutenant-colonel Outram on the 28th June 1851: "With reference to my letter No. 2457, dated the 9th instant, relative to Venayek Moreshwur Furkey, I am directed by the Right honourable the Governor in Council to transmit to you an extract (paras. 6 and 8), from a communication from Captain French, late Acting Resident at Baroda, dated the 11th instant. I am at the same time desired to inform you, that Government adheres to its resolution communicated to you in Mr. Secretary Lumsden's letter, No. 4409, dated the 1st October last, and sees no reason for interference on its part between this individual and his Highness the Gaekwar."

39. These proceedings (paras. 35 and 38) were reported to the Honourable Court on the 1st December last, and no reply to that despatch has been received from that authority.

40. On the 13th November last, Major Fulljames, Political Agent in the Rewa Kanta, reported the result of an inquiry he had recently instituted into a charge of bribery which had been preferred against Venayek Moreshwur Furkey, by Sahiba, widow of the late Thakore of Bhaderwa.

41. In submitting these proceedings, Major Fulljames reported that he was of opinion that Venayek Moreshwur had amply refuted the charge; that there was reason to believe that some of the documents produced in support of the accusation were "recent and gross fabrications;" and that the charge was the result of a deep-laid plot to effect the ruin of the accused.

42. Government was of opinion that the evidence which had been adduced against the accused was not trustworthy, and that it was therefore unnecessary to take further notice of this charge.

43. Major Fulljames was on the same date (5th January 1852) informed that this inquiry being closed, he should intimate to Venayek Moreshwur Furkey that if he wished to leave the Gaekwar districts he would be protected from any molestation from the Baroda authorities, provided he quitted his Highness's territory within an early period to be fixed by the Resident (who was separately addressed on the subject), but that if he remained within the Baroda limits subsequent to the expiration of that period, he would do so at his own risk.

44. On the 19th Jauuary last, Lieutenant Battye, then in temporary charge of the Baroda Residency, in a letter to the address of the Chief Secretary,

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reported as follows :—"Venayek Moreshwur Furkey has this day left Baroda for Surat, with the intention, I believe, of visiting the Presidency, and I have afforded him the necessary protection for his safe transit through his Highness the Gaekwar's territory, agreeably to the instructions contained in your letter under acknowledgment."

45. On the 25th March last, Venayek Moreshwur, who had intermediately arrived in Bombay, addressed the following petition to Government:—"That your petitioner having been subjected to great injustice and oppression at the hands of the Gaekwar's government, at Baroda, from the year 1849 up to the present time, owing to the instigations of the Acting Resident, Captain French, which matters have been frequently brought to the notice of your Honourable Board in petitions from himself, his brother, and other persons on his behalf, consequent whereon, reports may have been received from the Acting Resident, and orders and instructions issued thereon by your Honourable Board, and as latterly Colonel Outram may have reported, in reference to a petition of the 4th March 1850, from your petitioner to that officer's address.

"Your petitioner, therefore, humbly prays that he may be permitted to have copies of all the documents in question, in connexion with the subject above mentioned, and that the same may be forwarded, with your Honourable Board's reply hereto, to your petitioner at his residence in Bombay, at Combahtokhda."

46. In reply, this individual was informed on the 2d ultimo (April), that the request contained in his petition could not be complied with.

(Prepared in the Chief Secretary's office.)

(signed) *H. E. Goldsmid,*
Secretary to Government.

24 May 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Bell.*

THIS petition assumes the form of an autobiography. Its aim would appear to be partly to appeal to the consideration of the Honourable Court, on account of grievances sustained at the hands of Government, or incurred by a zealous devotion to the interest of Government, at the instance of its representative; partly to claim redress, as a British subject, for specific injury received from the Gaekwar.

2. Were it not that this man took a prominent part at Colonel Outram's solicitation in the first investigation into the matter of Gorajee Pole, and has been the subject of a strong appeal by that officer in his favour, which has led to proceedings which are before the Court, I should have thought it necessary simply to have referred the Honourable Court to our various communications regarding him.

3. But as he submits a connected narrative, every paragraph of which is intended to give weight to that which follows, while the whole has a specious semblance of wrongs unredressed, and protection due though not accorded, the Honourable Court may wish to have any remarks of ours which may help to elucidate this man's history so artfully laid before them, and the reasons which have influenced this Government in their recent decisions on his case.

4. I beg my colleagues to observe, that I use this language after a consideration of the whole case. The grounds will appear as I proceed.

5. The proceedings on our record which relate to petitioner are noticed generally in the accompanying summary and compilations.

6. The specific requests which this man makes in para. 66 of his memorial are these:—

1st. That he might be restored to a situation in the political branch of the service.

2d. That he may be remunerated for pecuniary losses incurred on account of serving the British Government.

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3d. That orders may be issued to the Resident, to induce his Highness and the firm of Huree Baktee to settle the pecuniary claims which petitioner has now against them since 1831, as agent of the estate of the late Hurree Punt Furkay.

7. Besides the above, there is a general complaint and demand for redress on account of petitioner's treatment by the Gaekwar authorities in searching his house and temporarily confining him to it.

8. But as the above are the only means of redressing his wrongs which petitioner has seen fit to indicate, it must be presumed that it is with reference to the acts or neglect of this Government, in regard to him and his affairs, that he now considers himself entitled to make the above demands upon our justice.

9. Petitioner states that his objects in going to Baroda in 1831, as agent of Pundorung Madarao Furkay were—

1st. To recover sums due by the firm of Hurree Buktee to the estate of the late Hurree Punk Furkay.

2d. To recover sums due to the same estate by his Highness the Gaekwar.

3d. To recover certain Enam villages which belonged to the estate, but had been taken possession of by the Gaekwar.

10. Mr. Williams, the then Resident, justly notices, in speaking of the first of these clauses, that as the firm of Hurree Buktee had a shop at Baroda, the proper course was for the Furkay to sue the firm in that zillah. In 1837.

11. He does not appear to have considered that he was justified in interfering on the other two claims. *Note.*—He leaves them totally unnoticed. *See also* para. 12 and 50 of this Minute.

12. From the same letter and its accompaniments, it appears that Furkay only received a written mooktearnameh from his principal, Pandoorung Madoorao Furkay, in 1837, and only then showed it to the Resident, 5½ years after his arrival at Baroda.

13. It also appears from the mooktearnameh that the villages in question had been given in enam by Govindrao Gaekwar to Hurry Punt Phurkay, and had been resumed. It was optional with the British Government to interfere or not in the matter; petitioner was protected in person as a British subject on the occasion, on his applying to the Resident for protection from arrest. He had made himself obnoxious to the Baroda authorities, especially to the minister of the day, who desired his expulsion from the Baroda territories.

14. In all of this, petitioner has not the shadow of a title to compensation for a want of either justice or consideration on the part of the Government.

15. It was at this period, and apparently from motives of enmity to the minister, Veneram, who was closely leagued with the Nagur Brahmin carkoons of the Residency, that petitioner undertook in 1837 to aid Colonel Outram and Mr. Malet in exposing the corruption of the latter officials.

16. He did this, as he says, without any hope or promise of payment or reward, as is probable enough, and the aid he rendered was most efficient.

17. However, in 1839 he did obtain a proof of Mr. Malet's approbation in the appointment of native agent in the Rewa Caunta Political Agency. *See* Col. Outram's Letter of 22 June 1850, para. 10.

18. It is in the manner of his dismissal from this office in March 1843 by Mr. Remington, that I can alone find the slightest pretext for an appeal to our consideration.

19. The case has been truly and fairly stated by petitioner, especially the facts noted in para. 23, as far as I can find them on the record; Mr. Remington should have replied to petitioner's letter, and not have filled up the situation as he did.

20. That officer, however, had a very unfavourable opinion of the petitioner, though I cannot find that it was based on grounds which were of themselves a sufficient justification of it.

21. On referring to the proceedings connected with petitioner's memorial alluded

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alluded to in para. 24, I discover that Mr. Remington could only allege against him—

1st. That he lived at a rate beyond his monthly pay.

2d. That he had built a house in the city of Baroda at a cost of half a lac of rupees.

22. But he made no inquiries to ascertain whether petitioner had not ample private resources.

23. And this indeed is asserted by the petitioner, and argued by Colonel Outram in his letter to Government, No. 131, dated 22d June 1850; who also informs us that the original cost of the house was estimated by the Durbar at 32,933 rupees, and stated by Furkay at 21,904 rupees, "who professes his readiness to produce accounts which will prove the accuracy of his statement."

24. Either sum was far more than a man with no other resources but his pay of 200 rupees a month could have commanded in the course of years of service.

25. But this was a case in which I think the suspicions entertained by Mr. Remington should have been brought to the issue of evidence.

26. Instead of assuming the existence of this house and the state maintained by Furkay to be proof of the latter's corruption, justice required that he should have called on Furkay to satisfy him that he did possess other resources.

27. Had this course been openly pursued and satisfaction not afforded, I should not have been compelled to say that I cannot think the Government of the day (1844) acted with sufficient caution or consideration in confirming petitioner's dismissal from office.

28. They had, however, an unquestionable right to take that course if Baba Furkay had lost their confidence, and as I find from the records that our late colleague, Mr. Willoughby,* considers the step to be perfectly justifiable, and regarded the Furkay as a very unfit man for political employ, I feel inclined to suppose that they were right; for no man had so intimate a knowledge of Baroda politics and people as Mr. Willoughby.

29. I cannot, therefore, admit that petitioner has any case in the above proceedings on which to found a claim for compensation for injuries sustained.

30. His claim to consideration is a separate question, and as far as the records of Government serve to inform us, he would seem to have been hardly used.

31. The next point to be noticed in his petition is the assistance which he says that he afforded against his will to the Resident in exposing frauds suspected to have been committed in the management of the Jaghere villages belonging to Goragee Pole.

32. The result of Mr. Frere's trial of Nursoo Punt on this charge is before the court. I need not, therefore, offer any comment on the subject.

33. But to assert that petitioner has established any claim whatever upon Government for his interference on a charge which, if proved, would have removed Nursoo Punt from an office for which petitioner was a favoured candidate, and to which he (petitioner) was actually named by his friend, Colonel Outram, to succeed, is a palpable absurdity.†

34. The Honourable Court also, in their despatch of 28th November 1849, concurred in blaming Colonel Outram for having on this occasion availed himself of the services of the petitioner, "who, according to the records of his department, was in the opinion of Government a very unfit person to be entrusted in any political capacity."

35. Paras.

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* *See* his Minute, 30 December 1848.

† On the 7th September 1848, Colonel Outram reported the result of his inquiries into the pecuniary affairs of Gorajee Pole. On the 8th September 1848, he sent, on Nursoo Punt's application to retire, his recommendation that Furkay should be his successor.

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35. Paras. 42 and 43 notice petitioner's entertainment by the Gaekwar during the temporary incumbency of Captain French, on a salary of 200 rupees a month, and his dismissal six months afterwards.

36. I would invite attention to this appointment as a significant indication of petitioner's influence at Baroda. He was by his own showing most obnoxious to Nursoo Punt, the influential native agent, and to Bhaoo Tambekur, the minister who is represented throughout the Baroda correspondence as exercising a complete ascendancy over the Gaekwar. He was not palatable to the Acting Resident, Captain French.

37. Yet we see him offered an appointment by his Highness voluntarily of 200 rupees a month, for which it seems from the correspondence he was required to do nothing.

38. There would appear to be some foundation of truth in Captain French's explanation of this anomaly. He was appointed, says that officer, with a view to keep him quiet.

39. Of the subsequent proceedings of the court of Baroda towards him, but brief notice is required.

40. On a charge of treason, in combination with the Killedar (a high native officer of the Durbar), his house was searched, and he for some days confined within it.

40*. The Honourable Court is the judge of how far the Gaekwar was justified in this proceeding.

41. Captain French admits that he did use the language to the Gaekwar, which is stated by petitioner to have been the primary cause of his dismissal. He also admits that he did, on being consulted by his Highness on the charge of treason, inform him that neither petitioner nor the Killedar were British subjects, and that the remedy lay in his (the Gaekwar's) own hand.

See his Letter to Government, 11 June 1851.

42. In stating that Furkey was not a British subject Captain French was in error.

43. But this fact, of which so much has been made in the petition, furnishes of itself no grounds on which petitioner can claim compensation from the British Government.

44. The Honourable Court have clearly and justly disposed of this point in their despatch of the 15th January 1851, in which they observe on the case in question,

"By accepting office under the Gaekwar, Baba Furkey voluntarily subjected himself to such chances of subsequent molestations by his Highness's officers as might arise from the customary practices of the Baroda court."

45. They add that there would have been no grounds on which we could be called on to interfere in the matter, were it not asserted by the petitioner that the harsh measures were adopted in concert with the Officiating Resident, Captain French.

46. As that officer's explanation is now before the Court, I leave it to them to decide in how far Captain French's statement to the Guicowar constituted co-operation on the latter subsequent proceedings towards Baba Furkey.

47. Subsequently certain charges of bribery were brought against Baba Furkey, as it is asserted by Furkey, at Bhaoo Tambeykur's instigation.

48. Of these he has been fully acquitted by Major Fulljames, who has expressed his opinion that the charges were the result of conspiracy.

49. Probably these surmises may be correct; the constant intrigues of native against native in such a den of perjury, forgery, and false evidence, and of every sort of unworthy machination as a native court, render it probable that the party opposed to the petitioner is as unscrupulous as I have reason for believing the petitioner himself to be.

50. I could have wished to have here ended my remarks on this petition with the following distinct opinion upon the petitioner's several requests in paras. 66, 67, and 68.

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Para. 66. That petitioner is too much mixed up in Baroda intrigues to be a fit person for employment in the political branch under the Resident, or any political officer connected with the court of his Highness the Guicowar, and that unless Mr. Remington's statements in 1844 could be fully explained, he is unfit for Government employ in any capacity whatever.

Para. 67. That he has made out no claim whatever for pecuniary compensation in my opinion. Whether Captain French's injudicious communication to the Guicowar entitle him to look for compensation, it is for the Court to judge.

Para. 68. That the interference which he solicits in this para. is uncalled for and unreasonable. It appears he was 5½ years at Baroda in his capacity as agent before he furnished the Resident with the authority of his principal, nor would he seem even to have applied before to Mr. Williams.

51. But the subject may be referred for the present Resident's report.

52. Having thus expressed my opinion on the pith of this petition, I feel it my duty to bring to the notice of the Board a correspondence which has now come as a whole under my consideration in connexion with this inquiry.

53. The deductions suggested by this correspondence appear to me to be so serious, as showing Furkey in the light of a dangerous intriguer, exercising an undue influence over Colonel Outram, and as standing in need of explanation on the part of the late Resident, that I have to regret they escaped my notice in the first instance, and make no apology for noticing them at length on the present occasion.

54. I request the attention of my colleague to the following observations :—

55. Early in the month of July 1851,* one Bulwunt Rao Eshwunt brought to Mr. Gregor Grant a treasonable note said to have been written to the Guicowar's brother, Appa, by Bhao Tambeykur, the Guicowar's minister.

56. Colonel Outram says that Mr. Grant was requested to forward this note to him; Mr. Grant, however, says in his first letter to Government, "The note was brought to me privately by an individual whose safety would be endangered were I to disclose his name, who stated that it had been given to him by a person who alleged and professed himself ready to prove that the writer was Bhao Tambekur, and requested that I would advise him how to act."

Without date.

57. This letter was received by Government on the 23d September 1851.

58. My colleagues will recollect that I insisted upon Mr. Grant being compelled to give up the names of his informant.

† *See* his Letter, dated 3 November 1851.

59. He did so,† when it appeared that the note had been transmitted to Bombay by Succaram Seadasew, as it afterwards appeared, on behalf of Baba Furkey, to Furkey's karkoon, Bulwunt Rao; it had been procured for Furkey by this Succaram Seadasew, who calls himself Furkey's friend.

60. Mark, that Baba Furkey is the acknowledged friend of Colonel Outram and Mr. Grant, the one Resident at his Highness's court, the other judge of the Sudder Adalut, and Judicial Commissioner for Guzerat; that Furkey is Tambekur, the minister's, bitter foe, and that Bulwunt Rao is Furkey's own carcoon.

61. In his reply to the imperative call which was made upon him to give up the names of the parties from whom he received the note, Mr. Grant says that it was sent to him "with a view to my opinion being obtained as to the advisability of its being made use of for his own justification by the said Venaek Moreshwer" (Baba Furkey) "who had been charged by the alleged writer with the very crime which the note, if authentic, brought home to his accuser."

62. Colonel Outram, it must be remembered, was at this very time, July 1851, at Baroda; he had left Baroda on a month's leave on the 20th April, and resumed charge of his office on the 23d May 1851; Baba Furkey was at this time also residing at Baroda.

63. Let us first consider what was the course which Mr. Grant followed.

64. He

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* In his letter dated the 12th September, Colonel Outram says, "About two months ago, Mr. Grant was requested by some persons in Bombay, to me unknown, to forward to me," &c.

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64. He took two steps; he sent the note to Colonel Outram, the Resident, Furkey's avowed patron, and, as he well knew, the open opponent of Tambekur, who he believed to be utterly dishonest, and to have systematically thwarted his (Colonel Outram's) efforts to expose the corrupt practices of the Baroda Durbar.

65. He privately showed the note to the Guicowar's vakeel at Bombay, Govind Rao Rorea, who was bound by duty, not less than by interest, to inform the Guicowar.

66. By this course the following objects were secured: the existence of this treasonable document was made known to his Highness the Guicowar and to the Resident, and thus put in a train for becoming matter of public correspondence.

67. It was communicated to both in a way most calculated to do the minister the greatest injury.

68. The knowledge of his minister's supposed treasonable practices first reached the Guicowar from an unsuspected source; an officer of the highest rank in the Bombay Government, whom he had no reason to suppose inimical to his minister, yet who evidently appeared, from the steps he took, to think the note authentic.

69. The Guicowar's vakeel at Bombay, if not a partisan of Furkey's, which I suspect him to be, evidently shared in Mr. Grant's opinion, as he pronounced the note to be in Tambekur's writing.

70. In the meantime, the author of this intrigue kept in the back ground, as his acknowledged agency would at once have aroused the Guicowar's suspicion.

71. But his information coming from an unsuspected quarter, his Highness's distrust in his minister was at first excited to a painful extent (as proved by his letters to Colonel Outram), and this was as much mischief as so transparent an intrigue could be expected to effect.

72. For the note bears internal evidence that it was not written by Tambekur.

73. It will also presently be shown, by the clearest inductive proof, upon the evidence tendered by Furkey himself, and partially taken by Colonel Outram before he addressed Government on the subject, that the whole affair is an intrigue of Furkey's to injure the minister.

74. But before proceeding further, I have to request my colleague's attention to circumstances which have now first come under my cognizance, and which have very much astonished and perplexed me.

75. It is much to be regretted that they were not brought to Colonel Outram's notice before his departure for Europe.

76. As matters stand, I shall confine myself to a plain statement which is vouched for by the records, and which the Court, if they please, can refer to the late Resident for explanation.

77. Colonel Outram first addressed Government on the subject of the note in his letter of the 12th September 1851.

78. It begins by stating that "about two months ago Mr. Grant was requested by some person in Bombay, to me unknown," to forward the note to him (Colonel Outram), to be dealt with as he deemed proper.

79. He continues, that he (Colonel Outram) "thought the note very possibly a forgery, designed to excite distrust and enmity between his Highness and his brother Appa; he therefore thought it a matter in which he ought not to interfere, and locked it up until Govind Rao Rorea, who I knew to be cognizant of the delivery of the note to Mr. Grant, should return to Baroda."

80. The letter proceeds to state that on Govind Row Rorea's return, the Gaekwar was informed of the occurrence, demanded the note, obtained it from Colonel Outram, and then wrote a request that Mr. Grant should be called on through

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through Government to state from whom the note was received; hence Colonel Outram's address to Government.

81. The entire tenor of this letter would, in short, infer that Colonel Outram knew nothing of the note, but that some person unknown had given it in Bombay to Mr. Grant; that Govind Rao Rorea was cognizant of its delivery, and that Colonel Outram suspected it to be not authentic.

82. Now what I cannot understand is this, that at the very time Colonel Outram addressed this letter to Government he was himself perfectly informed of the whole history of the note, and knew that it must have been circulated by Furkey, the present petitioner.

83. If my colleagues will refer to Colonel Outram's letter of the 22d November 1851 (in which he argues against following our conditional instructions that he should impart personally to the Gaekwar alone the channel by which the note reached him, and which Mr. Grant had indicated) there is this remarkable admission: "From the accompanying translations of a petition presented to me by Venayek Moreshwur Furkey, No. 1, on the 30th August last, and of the examinations on oath, Nos. 2 and 3, dated 19th and 21st September, of the parties who gave the note to that person, it will be seen that there is strong proof that it was really written by the minister, Bhow Tambekur."

84. What this proof may amount to, I shall presently inquire, but in the meantime, I am at a loss to know how Colonel Outram could on the 12th September have addressed to Government such a letter as that on record, when he had on the 31st of August received Baba Furkey's petition, Exhibit (I.); how he could make it appear in that letter, as he certainly does, that he knew nothing of the note and mistrusted its authenticity, and that he only wrote to Government at the Gaekwar's suggestion, and this at a time when he had before him the Furkey's evidence in detail of how the note had been procured by his friend Succaram from Bhow Tambekur's carcoon, Umrut Rao Bulwunt; when that petition embodied the substance of their evidence, and when he now terms these documents strong proof that the note was really written by Tambekur.

85. It is strange too that in his letter of the 12th September, he asserts that the note was given to Mr. Grant by some person to him unknown, when on the 31st of August he was made aware that the note must have come from Baba Furkey himself.

86. In all this there is a mystery which I cannot fathom; but to any one who will read and compare Colonel Outram's two letters, it will be apparent that the terms of his letter of the 12th September are not reconcileable with with his knowledge of the matter conveyed to him in Furkey's communication of the 31st August.

87. To turn to the evidence on proof of the authenticity of the note itself.

88. I have first to ask, if it were genuine, why was recourse had to Mr. Grant at all by Furkey; why, according to Colonel Outram, was Mr. Grant requested to forward the note to him; or, according to Mr. Grant's version, why was that gentleman's advice asked at all?

89. Was not Colonel Outram, the Resident, and Furkey's firm friend, then at Baroda; was not Furkey at Baroda; why take so circuitous a course?

90. If suspecting, or convinced, that the note were genuine, a straightforward man in Furkey's place would have gone direct to the Resident, informed him fully of all that had taken place, explained, as he afterwards did in his petition, the motives which influenced Umrut Rao Bulwunt, the party who gave the note Furkey, to betray the Bhow, his former master, and requested the Resident to take up the inquiry himself, so as to satisfy himself that the note was no forgery. He would have asked Colonel Outram for the advice which he solicited from Mr. Grant. Umrut Rao Bulwunt says, in his deposition before the Resident, given on the 19th September 1851, that he never went to Furkey's until April of that year, and on the 20th April, Colonel Outram went for a month's leave to Bombay.

91. But in the Resident's temporary absence, if he were absent (for the note was

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was only shown to Mr. Grant in July), an honest straightforward man in Furkey's place would have kept such a paper by him until the Resident returned.

92. The circuitous and mysterious reference to the Judicial Commissioner for Guzerat, then in Bombay, was an act which was perfectly unnecessary, if the Furkey's belief was genuine and his intention honest.

93. I cannot here forbear to again place on record my entire disapprobation of that gentleman's conduct.

94. It should have been as clear to Mr. Grant as it will be to all who consider the part he played in this business, that, in mixing himself up in it at all, he made himself either the tool or agent in a native intrigue. He should, if he noticed the subject at all, have referred Furkey to the Resident, Colonel Outram.

95. From Furkey's deposition of the 31st August, I notice with the utmost disapprobation, that Mr. Grant allowed this man, on the Gaekwar desiring him to return to Baroda, to meet him by appointment at Broach, while on circuit, and to return to Baroda in the Judicial Commissioner's train.

96. I now recur to the note itself, to the source whence it was derived, and to the evidence on which its authenticity is supported.

97. The note, which is to Appa Saheb, the Maharajah's brother, runs thus:

"Shreegurjanun.—Tambekur petitions to the effect; regarding what has passed between us, arrangements are being made to carry out what occurred to Futteh Sing Maharaj; you wait a little, on this subject I have sworn by Heerumbaebee."

98. This note, as I said, contains internal evidence that it is not Bhow Tambekur's. It is not the habit of any native of experience, especially of such a veteran intriguer at a native court as Bhow Tambekur is represented to be, First, to write such a document in his own hand. Second, to fix his name to it. Third, to have made such a bold and treasonable reference as that to Futteh Sing Gaekwar's case, after having said all that was necessary to make the person written to comprehend his meaning. Finally, to commit himself by giving such a note to a carcoon of whose fidelity he was not assured. "Arrangements are being made regarding what has passed between us," would have been quite sufficient to indicate his meaning; a fictitious name and hand, or a private sign, would have served for the occasion, and then perhaps the carcoon of 17 years, who has proved, as usual, a traitor, might have been trusted with the missive.*

99. Will any one pretend to say that such a production is not sufficient to carry the refutation of its authenticity on the face of it, if addressed to any native not naturally weak? But it might, perhaps, deceive a weak Prince unable to tell how or when to trust any one, and it seems that Baba Furkey calculated on the belief of Colonel Outram.

100. Next, let us examine the story told by Furkey to account for its falling into his hands. A strict examination of the evidence will show it to be worthless.

101. The scource from whence it was derived was Umrut Rao Bulwunt, who, by his own showing, had been for 17 years carcoon of Bhow Tambekur's, and was known as such to Furkey and the go-between, Succaram.

102. His account of the writing and entrusting of the note to him by Bhow Tambekur, I have shown to be in the highest degree improbable. But what shall we say to his admission, that, having been ordered to give this note into Appa Saheb's own hands, and having kept it for his private ends, and told Tambekur a falsehood, that he had duly delivered this important missive, the latter discovered that the note had not been delivered; that, notwithstanding which, this powerful and crafty minister, on being told by deponent a second barefaced falsehood, namely, that the note had been mislaid, accepted the excuse, and took no steps to get rid of a man who he knew had deceived him, and

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* All the papers handed up by Colonel Outram, supposed to relate to intrigues, are without name and date, or names are used which are evidently pseudonymous.

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and possessed evidence to convict him of treason. All the notice, it seems, that Tambekur took of the matter, was to cause his carcoon to disgorge a bribe of 100 rupees, of which the latter admits the receipt in a totally distinct affair, with the qualification that he took it with his master's sanction. Further, for this act Tambekur discharged him from his service, but employed his brother-in-law in his place. Knowing as we do the power of a favoured minister like the Bhow at a native court, and the unscrupulous character which his enemies attribute to him, can any one for an instant credit so absurd a story?

103. But the witness is himself inconsistent, when asked by Colonel Outram (page 34) if he informed the Maharaj, he replies in the negative:

"If I informed the Maharaj, he would that moment tell Bhow Saheb, and the latter, being a great carbarry, and having all the control in his hand, he would, the moment he heard of it, have killed me."

104. How is this to be reconciled with his former statement just noticed?

105. What the writer's motives were for his joining with Furkey are sufficiently apparent.

106. On the latter's return from Bombay in the train of the Judicial Commissioner, this man "made up his mind to see Baba,"* whose star so evidently appeared to be in the ascendant. Accordingly he applied to an old and common friend, Succaram Bawa.

107. The statements of these three persons tally wonderfully with each other. To such a degree is this the case, that Furkey and Umrut Rao agree in an evident untruth.

108. Furkey has the coolness to assert that he did not know Tambekur's handwriting, though he had been acquainted with him for years, and served at court under him only a short time before. In this he is re-echoed by Umrut Lal, who admits that "he was aware Tambekur was a friend of Baba Furkey's, to whose house he used to go" (p. 32). Further on (p. 35), he says, "I was employed at Bhow Saheb's, and he and Baba were friends, and on business I have gone to him."

109. It is besides impossible to believe that a man of Furkey's ability and character, so mixed up with state affairs as he has been for years, and a resident at Baroda, where he has a house, employed too by the Resident in examining Durbar despatches of consequence, as we know him to have been, should not, independent of early friendship, have been acquainted with the minister's writing.

110. Independently of this cause for distrust, the three statements exhibit a peculiar similarity, which makes one suspect collusion.

111. The conditions on which Umrut Rao came forward to the Baba's aid with this extraordinary note, are not stated, but his value and honesty require no illustration. The Furkey himself tells us that he took care to bind him down by his handwriting, and not to trust him out of his sight until the pledge was given. Unfortunately, this is precisely what an experienced intriguer would have done, if the whole were a conspiracy, and the note forged. And when we examine the man's incredible account of how he obtained the chit, how he kept possession of it, its extraordinary contents, and the deviation from straightforward proceedings in the secret despatch of the missive to be shown to Mr. Grant by Furkey's orders, I think the whole may be very safely pronounced a Mahratta intrigue, of which Furkey is at the bottom, the Resident and Mr. Grant have been made the tools, and Succaram and Umrut Lal, the two other parties who figure in the proceedings, were the unscrupulous agents.

112. But this man, Baba Furkey, has obtained such firm possession of the Resident's good opinion, that apparently he can see nothing to suspect in proceedings with which Furkay is mixed up, which, coming from any other native, he would have been the first to regard as clearly intriguing, disingenuous, and unworthy

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* Returning in the train of the Judicial Commissioner, and at the Gaekwar's request.

unworthy of credit. If any additional proof of the unfitness of Colonel Outram for the post he so lately filled were wanting, an examination of the narrative set forth in the petition would, I conceive, afford such proof.

(signed) *Falkland.*
3 June 1852. *A. Bell.*

MINUTE by the Honourable Mr. *Blane.*

THE fabrication by Baba Furkey, purely for his own objects, of the disgraceful intrigue connected with the note delivered to Mr. Grant, so convincingly disclosed in the remarks of the Right honourable President, appears to me to justify the suspicions previously entertained of that person's character.

2. Colonel Outram's knowledge, at the time of addressing Government, of the source whence the said note had been obtained, would seem also to be a point requiring explanation on his part.

5 June 1852. (signed) *D. A. Blane.*

(True extract.)
(signed) A. Malet, Chief Secretary.

Political Department, 11 May (No. 24) 1853.

Our Governor in Council at Bombay.

1. WITH reference to your letter, dated 5th June (No. 60) 1852, and to the Minute of your President, dated the 3d of the same month, respecting the case of Venaick Moreshwur Furkey, we transmit for your information, and for any remarks which you may wish to offer, a letter which has been addressed to us by Lieutenant-colonel Outram, on the subject of that Minute.

We are, &c.
(signed) *R. Ellice,*
London, 11 May 1853. *J. Oliphant,*
&c. &c.

To *James Cosmo Melvill*, Esq., Secretary to the Honourable East India Company.

Sir, 44, Curzon-street, 15 April 1853.

CIRCUMSTANCES having recently occurred, which made it desirable that I should obtain access to several documents relating to the affairs of Baroda, on the records of the India House, I forwarded through yourself, on the 7th ultimo, an application for permission to examine those documents, and the formal acquiescence of the Honourable Court in my request was communicated to me in an official letter under your signature, dated 30th ultimo. But long prior to that date, the Record-room of the India House had been kindly opened to me, and I was given to understand that I had full liberty to examine any papers which I might consider calculated to be of use to me.

In the course of my researches, I discovered certain "Minutes" by Lord Falkland and his colleagues, under date the 3d and 5th of June 1852, in which were contained imputations against myself of an injurious character.

These imputations the Honourable Court, I found, had ignored, in their reply to the Bombay Government, dated 15th December 1852. By ignoring them, the Honourable Court practically implied a belief that they were groundless; and for their confidence in my integrity, thus inferentially expressed, I am very grateful.

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grateful. But had the Honourable Court in its judgment deemed it fit at the time to call on me for explanations in respect of the imputations in question, I trust I might have ensured an emphatic condemnation of the imputations levelled against me in my absence.

As it is, the imputations remain on record in the archives of the India House, in those of the Bombay Government, and probably in those of the Baroda Residency. Unless their refutation be also placed on record, it may appear to future incumbents of office that they may possibly have had some foundation. I solicit, therefore, as an act of justice to one who has long and zealously served the Honourable Company, permission to record not merely an emphatic denial of those imputations, but their formal refutation. And I have the more confidence in making this request, inasmuch as the assertions and inferences to my own disadvantage indulged in by the Bombay Government, have been used as arguments to the detriment of a native gentleman, having many and great claims on the gratitude and kindly consideration of the Honourable Company.

The aspersions of which I complain are cast on me in connexion with the case of Venaik Moreshwur Fudkey, commonly called Baba Fudkey, an individual in whose behalf I had occasion, during my incumbency of office at Baroda, to address more than one appeal to the Bombay Government. And I trust the following extract from Lord Falkland's Minute of the 3d June 1852 will justify me to the Honourable Court for the details into which I feel myself bound to enter:

"If any additional proof of the unfitness of Colonel Outram for the post he so lately filled were wanting, an examination of the narrative set forth in this petition would, I conceive, afford such proof."

My appeals failed to change the views, or influence the proceedings of the Bombay Government; but they were acknowledged by the Honourable Court to possess some cogency. The Court decided that the Government had erred in affirming that the Fudkey had ceased to be a British subject. They recognized the fact that that individual had been harshly treated, and that he had been made the object of false accusations by his enemies. They questioned the propriety of the Government having rebuked me for bringing forward the wrongs and claims of the Fudkey, instead of taking measures to test the accuracy of my representations. And they have more recently conceded that many of his hardships and unmerited sufferings have been the results of the services rendered by him in the exposure of corrupt practices, and of the consequent enmity of powerful persons at Baroda.

The despatches of the Honourable Court had, however, as I have shown in my Khutput Report (Parliamentary Paper, No. 560, of 1852, pp. 1381 to 1400), no effect in ameliorating the condition, or improving the prospects of the Fudkey. And in May 1852 that individual forwarded a petition to the Honourable Court, recounting the many persecutions which his zeal for the honour of the Government had entailed on him, and soliciting, by way of compensation, some honourable employment under the Company's Government. This petition, according to the rules of the service, he forwarded through the local Government; and, in transmitting it, that body did their utmost to frustrate the petitioner's objects, by representing him as an unscrupulous intriguer, who had been guilty of a base forgery, designed to implicate the Guicowar's confidential adviser in a flagrantly false charge of treason. Still further to damage the petitioner's cause, and to invalidate the strong testimony I had borne to his merits, Lord Falkland and his colleagues saw fit to represent me as the ally, partizan, and tool of the Fudkey, and to have been actuated by a partizan spirit so intense, that I did not hesitate to record a deliberate falsehood in his behalf.

These representations were conveyed in the Minutes above referred to; and in substantiation of them, there was transmitted along with the Minutes a document "prepared in the office of the Chief Secretary," but bearing the signature of Mr. Secretary Goldsmid. It professed to give a "summary" of the Fudkey's case; but it was, in reality (unintentionally, I presume) a collection of all the documents in the secretariate which were calculated to prejudice the minds of the Honourable Court against the petitioner.

In the so-called "summary" were reproduced *in extenso* the report adverse to

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to the Fudkey written by Mr. Remington on the 22d February 1844, and the Minutes of Government on that report.

Captain French's unfavourable report, dated 18th April 1850, and his subsequent explanations, all adverse to the Fudkey, were also given.

And the various unfavourable Minutes of the Government were copied nearly entire. But the report, dated 22d June 1850, in which I had shown the unreasonableness of the charges preferred by Mr. Remington and Captain French, were disposed of in one short paragraph (para. 30). And though the documents in which the Government had censured me for employing the Fudkey in 1848 were duly brought to notice, the passage in which the inapplicability of the censure had been subsequently admitted* was withheld; and despatches which distinctly proved the inaccuracy of some of the allegations contained in the "Minutes" were suppressed, though of more recent date than the majority of the documents quoted. In a word, all that could be adduced to prejudice the Honourable Court against the petitioner's claims was adduced; all that was calculated to invalidate the statements that had been made to his prejudice was ignored.†

* *Vide* page 985, para. 6, Parl. Paper No. 560, of Sess. 1852.

The first complaint I would venture to make to the Honourable Court is, that Lord Falkland persists in representing me as the partisan and tool of Baba Fudkey, and in attributing to me an intimacy with him inconsistent with the real facts of the case, as detailed in the official documents on the records of the Bombay Government.

Thus, in his 53d paragraph, Lord Falkland writes: "The deductions suggested by the correspondence appear to me to be so serious, as showing the Fudkey in the character of a dangerous intriguer exercising an undue influence over Colonel Outram's mind."

In his 60th paragraph, his Lordship thus emphasises the subject: "Mark, that Baba Fudkey is the acknowledged friend of Colonel Outram."

In his 64th paragraph he alludes to me as "Colonel Outram, the Resident, Fudkey's avowed patron, and the open opponent of Tambekur."

At paragraph 89: "Was not Colonel Outram, the Resident, and Fudkey's firm friend, then at Baroda?"

At paragraph 112: "But the man, Baba Fudkey, has obtained such a firm possession of the Resident's good opinion," &c.

To some of these remarks I shall, in a subsequent part of this letter, have occasion again to advert; but in this place I beg to be permitted, not only utterly to deny and repudiate the partisanship with the Fudkey here attributed to me, but to demonstrate how completely the records in the hands of the Bombay Government disprove the allegations of the Minute, to which Lord Falkland's signature is appended.

In my Report of the 22d June 1850, on the case of the Fudkey, not given in the Blue Books,‡ and again in my Khutput Report (pp. 1381 to 1400 of Parl. Paper, No. 560, Sess. 1852), I have fully detailed the history of my intercourse with and knowledge of the Fudkey. I have shown that to the talent, zeal, and unswerving integrity of that public servant, Mr. Malet and myself were indebted for our success in bringing to justice those profligate Nagurs whose systematic corruption had led to serious evils, while the singular tenderness with which they were treated by the Government had tended to increase the difficulty of convicting them, by impressing the natives with the belief that these men enjoyed the corrupt favour of high functionaries; and I am not ashamed to avow, and shall never hesitate to proclaim, that for these services, and especially for the bold, unflinching honesty which characterised them, I entertain towards the Fudkey feelings of gratitude, admiration, and respect. But, even at the time when he was

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† The imperfections of the "Summary," under Mr. Goldsmid's signature, are the more to be regretted, as the papers relating to the Fudkey, sent home by the Bombay Government, and published in the Baroda Blue Books (Collection 7, pages 234 and 242 of Parl. Paper, No. 560, of Sess. 1852), are calculated to prejudice the Honourable Court, the Legislature, and the public against this hardly used and most meritorious public servant. Thus, while my despatch of the 22d June 1850, in which I showed the injustice done to him by Mr. Remington and Captain French, is withheld, four and a half out of the eight and a half pages of printed matter, of which the collection consists, are occupied with the strictures of Captain French on that despatch.

‡ This Report has by some chance gained publicity. It was published in a recent number of the "Overland Bombay Telegraph," and has been republished by "Indus," as an Appendix to the pamphlet entitled "Bombay Briberies."

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was so ably assisting Mr. Malet and myself, my intercourse with him was purely of an official nature; I never admitted him to those terms which are implied in the expressions made use of in Lord Falkland's Minute.

As I have stated in the reports adverted to, from October 1838, when I left Guzerat, till May 1847, when I assumed charge of the office of Resident at Baroda, I held no communication with the Fudkey, direct or indirect. I knew nothing of his history or fortunes; but on my assumption of office at Baroda, I naturally made inquiries after the man whose services and talents had, nine years previously, commanded my respect. I was informed that he had been dismissed from the service of Government on account of misconduct, and the letter of Government, dated the 20th March 1844, and based on Mr. Remington's Report, was shown to me in establishment of the fact. To quote from my Khutput Report (p. 1389, Parl. Paper, No. 560, of Sess. 1852), "I was grieved at the intelligence, but not surprised, bearing in mind, as I did, the fate of the native agents of the Mahu Kanta and Kattywar, who, despite their former high character and the services they had rendered in the exposure of corruption, had, soon after promotion, fallen into the snares laid for them by the Nagurs, and themselves been found guilty of malversation; and when I took into consideration the contaminated atmosphere of the Baroda Court, which the Baba had so long been breathing, his fall appeared to me to be so little a matter of surprise, and the Government letter appeared so conclusive of his guilt, that I entertained no doubt whatever on the subject, and refused to permit him to visit me."

How I came again to have recourse to his services, in the summer of 1848, and my justification for so doing, are detailed in the page of the Blue Book from which I have already quoted:

"I had not, however, been long in office ere I had good grounds for suspecting that my native agent was a rogue, and as I was then engaged in the investigation of a very intricate and long pending case, in which the native agent's collusion with the interested parties seemed at least probable, I anxiously sought for, but failed to obtain, extraneous aid. In my difficulty I bethought myself of the Fudkey, of whose sagacity, zeal, and application, I retained a grateful recollection, and who, as I remembered, had been of signal service to Mr. Malet in unravelling frauds similar to those which I now sought to investigate, and frauds, moreover, practised on the same individual.

"I was thus induced to investigate the grounds on which Government had founded its decision against the Fudkey, and a careful study of the whole case satisfied me that Government had been misled into an act of great injustice towards this individual, by Mr. Remington's Report. Impressed with this conviction, I should have appealed on his behalf for a reconsideration of his case, had I not discovered that the prohibition against his re-employment had been virtually annulled by the permission granted to him, on the 5th July 1837, to apply to the local authorities on the occurrence of a vacancy; a permission which appeared to me to be a tacit acknowledgment on the part of Government that its former condemnation had been hasty and unmerited.

"I accordingly solicited him to aid me in investigating the case of Gorajee Pol. At first he objected to do so, on the ground that by exposing the rascality of Nursoo Punt, he would assuredly bring on himself a series of persecutions as soon as I left Baroda; and, in justification of his fears, he reminded me of what he had already suffered in consequence of his exposure of the Nagur intrigues. I laughed at his fears; I assured him that no such persecutions as he dreaded would be tolerated at the present day, and I succeeded in securing his services, much to the alarm and indignation of Nursoo Punt, my native agent, whose conduct the investigation placed in a very unfavourable light, and who, aware that I had obtained a general idea of his real character, and that I never forgave rascality in a political servant, thought it well to set his house in order, and to make arrangement for his retiring on his pension.

"The zeal and ability displayed by Baba Fudkey in the difficult task I had assigned him would, I thought, be highly esteemed by Government, and in their estimation, justify my recommending that old and tried servant for the office of native agent, which Nursoo Punt had expressed his intention to resign with a view to retire on his pension."

But it was otherwise ordered. Lord Falkland, influenced by his civil colleagues, "and especially by the cogent arguments of the Honourable Mr. Reid,"* fully and honourably acquitted Nursoo of even an approach to suspicion of that treachery

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* Lord Falkland's Minute, 28 December 1848.

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treachery of which he was subsequently judicially convicted. I myself was severely censured, as well for doubting Nursoo's honesty, as for employing the Fudkey. Nursoo was retained in the most confidential post in my office, where he again betrayed, as the Honourable Court distinctly affirm (p. 18, Parl. Paper, No. 560, of Sess. 1852), Captain French, and, through him, the Government, into grievous and melancholy errors; and a fresh prohibition was issued against the employment of the Fudkey.

During these events I was in Egypt, where I resided from November 1848 till February 1850, and I did not resume my post at Baroda till April in the latter year.

When I did resume it, and when I found that what I regarded as great injustice had been done, both to the Fudkey and myself by Government, I made efforts to secure a reconsideration of the case. And with this view I wrote my report of June 1850, but my efforts were vain. Instead of reconsidering the matter, or investigating my allegations, the Government (as the Honourable Court observed to them, Parl. Paper, No. 560, of Sess. 1852, p. 235), rebuked myself for reopening the discussion.*

I have no means of ascertaining the dates of the Fudkey's presence in and absence from Baroda, but I have reason to believe that he was absent from Baroda for a considerable portion of the period that elapsed between my resumption of office in April 1850, and my removal from it in December 1851 †.

Be this, however, as it may, though I made every effort in my power to secure for the Fudkey that justice to which I believed him to be entitled, I was especially cautious not to show him any mark of favour while he was still under the ban of Government. And this feeling was still more potent, when in the course of time charges of bribery (which eventually proved to be the result of a foul conspiracy) were brought against him. Not only did I not admit him to terms of intimacy, or seek his counsel, but I prohibited his coming to the Residency. On one occasion, in March 1851, I agreed, at the request of my guest, Mr. Grant, who took a deep interest in him, to admit him to a ceremonial visit. Subsequently, during his trial before Major Fulljames, when a reference to the records became necessary to his defence, I allowed him to go to the office, but I would not myself see him; and I directed him to communicate his requirements to my assistant, Lieutenant Battye.

On the 31st August 1851, in compliance with an urgent entreaty to be allowed to speak to me on very pressing matters, I gave him a (standing) interview, hereafter to be alluded to. Somewhere about the same period (a little before or after, I can't say which), his evidence was required in the trial of Nursoo Punt, then proceeding before Mr. Commissioner Frere, and as the trial took place in the Residency, he of course came thither. During the progress of the trial, the officer who assisted me in the prosecution, desiring assistance in reference to the intricate case of Gorajee Poll, which the Fudkay had unravelled in 1848, sent for him and submitted some accounts to him. But the moment I discovered that this had been done, I sent to demand the papers back, and censured the officer in question. In November 1851, after Major Fulljames had honourably acquitted him, and a few days before my dismissal, having no one else on whose sagacity and honesty I could rely, I did call in the Fudkey's services;

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* Lord Falkland regarded my letter as "intemperate and indiscreet," and ordained that an intimation should be made to me that "the former decision in this case is to be held final." But his colleague, Mr. Willoughby, "so far from considering that," with the impressions stated in paras. 2, 9, and 20 of my Report (of 22d June 1850), I "acted indiscreetly or intemperately in submitting this representation to Government, did not see how, as a man of honour, I could have avoided doing so." "The extent," wrote Mr. Willoughby, "of bribery and corruption among our native establishments in Goozerat, and especially at Baroda, is unhappily notorious. Some cases of the kind have recently been before the Board, and more may soon be expected in connexion with the case of Joitabaee, the widow of a wealthy banker, * * * who has for a long time failed to obtain a hearing, by the most corrupt means, to the great discredit, I fear, of the British Government.

"It is evident that Colonel Outram believes, and I have not a doubt honestly and in good faith believes, that Baba Fudkey has been subjected to oppression and ill treatment for having aided in bringing corrupt practices to light, and that his dismissal from the Guicowar service was, in part, occasioned by the representation of Captain French, the Right honourable the Governor, apparently, (*see* his Lordship's Minute, dated 27 April 1850), not approving of the Acting Resident's proceedings."

† In a note to my letter of 7 December 1851 (Parl. Paper, No. 560, of Sess. 1852, p. 915), I have stated that he went to Bombay, 12th October 1850, and returned to Baroda 2d February 1851. I can find no other clue to enable me to determine this point.

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services; and the occasion on which I did so, as well as the reference made to the Fudkey in the Poll business, I explained to Government on the 2d December; when I deemed it due to the Fudkey to notice certain allegations respecting him, made in the letter which reviewed the case of Joitabaee Setanee; I observed, "In your 124 Para., Baba Fudkey is designated as my 'approved assistant in detecting the frauds and intrigues going on at Baroda.'

"As matters of vital interest to Baba Fudkay are now before Government, it is fair towards him, and for the ends of justice, that his character should not be undermined by misrepresentations; and his Lordship in Council must have been lamentably misinformed when you were directed, in allusion to a given case, to name as my 'approved assistant' an individual who not only rendered me no assistance therein, but who was, I believe, during the larger portion, if not the whole of the time the said case was being investigated, absent from this capital and residing in Bombay.

"I beg further to add, that until when, a few days ago, 'compelled by sheer necessity,' as stated and explained in my letter, No. 221 B, dated 2d instant, to seek Baba Fudkey's aid in deciphering certain soucarry writings, I have never in any case called in his assistance since I returned from Egypt. And, moreover, having discovered that, when a gentleman who assisted me in the late Commission did, in the case of Ghorajee Poll, without my knowledge, send for Baba Fudkey, and entrusted certain village accounts to him, for the purpose of ascertaining whether they had been correctly represented, I sent, the moment I heard of the circumstance, to recall the papers, recovered them before they had been four hours in his possession, and permitted him to enter no further into the business than was necessary to enable him to render a clear statement of the said village accounts; the correctness of the details of which, as given by him in 1848, had been questioned before the Commissioner."

And again, on the 7th December, in reference to my proceedings at the same period, I thus expressed myself; "As explanation for having employed the Baba upon this occasion, I beg to repeat, that sheer necessity compelled me, and that I had the less scruple in having recourse to his assistance, because he had so lately been acquitted by Captain Fulljames of the charges brought against him; and because he could have no motive for deceiving me as to the real interpretation of writings, the originals of which he knew would ultimately be submitted both to the Bombay and Guicowar Governments." * Nor were these the only declarations as to my connexion with the Fudkey which had been submitted to Government. Thus, on the 31st August 1850 (Parl. Paper, No. 560, of Sess. 1852, p. 147), in writing to Mr. Andrews I observed,

"As to Baba Fudkey or any one else having advised me on this occasion, you are quite mistaken. * * * So far from Baba Fudkey having had anything to do with the business, he has not even been admitted to the Residency, or to a personal interview with me since my return from Egypt."

Again, on the 11th September of the same year (p. 151): "After what I have already said, I need not assure you that Baba Fudkey was not my informant; nor did the information come from him directly or indirectly to my informant, with whom he could not possibly have any connexion."

Again, his Lordship was made aware by me, on the 2d December 1852 (Parl. Paper, No. 560, of Sess. 1852, p. 1168), that so very far from being the "avowed patron" of the Fudkey, my avowed disapprobation of Baba Fudkey's being employed in any capacity whatever under the Durbar, alone prevented his Highness calling him to his ministry; though the Guicowar was, at the date referred to (March 1851), most anxious to have him, and though there is little doubt that, once in power, he would soon have become a greater favourite than the Bhow.

I cannot, therefore, but feel aggrieved, that with such information before his Government, Lord Falkland should have been induced to append his signature to

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* In making these observations, I am aware that, in his petition, the Fudkey takes to himself the credit of having assisted me in my investigations of the Joitabaee case. It may be a misapprehension on the part of the gentleman who wrote out the Fudkey's English petition, who, as ignorant of Mahrattee as the Fudkey is of English, must have been dependent on the intervention of the Fudkey's carkoons and other interpreters; or it may be that that gentleman assumed, as a matter of course, that the Joitabaee case, which excited so much attention at the time in Bombay, was among the corruption cases in which the Baba aided me; or it may be the result of the tendency to exaggeration so inherent in the native character; but, whatever its source, it is a mistake.

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to a Minute which accused me of having maintained an intimacy (and an unbecoming and mischievous intimacy) with the Fudkey, and with being his tool.

But perhaps Lord Falkland thought my solemn declarations worthless, inasmuch as in the Minute under notice, he distinctly charges me with having been guilty of deliberate falsehood. It behoves me, therefore, to proceed to the disposal of that charge.

It is based on the alleged antagonism of two statements made by me in reference to the "treasonable note" which the Bombay Government now accuse the Fudkey of having forged. And as I wish that this letter shall be complete in itself, and be in nowise dependent for its illustration on any "summaries" prepared in the office of the Chief Secretary, I crave your indulgence and that of the Honourable Court, while I proceed to detail the circumstances connected with this note.

In July 1851, Mr. Grant, one of the judges of the Sudder Adawlut, forwarded to me, at the request of some one whose name he did not disclose, a Mahrattee note, said to have been addressed some three years previous to Appa Sahib, the Guicowar's brother, and the heir presumptive to the throne, by Bhow Tambekur, at that time a comparatively humble servant of the Guicowar, but who had in the meantime succeeded in forcing himself into the position of confidential adviser to his Highness. While this letter was in his possession, Mr. Grant was waited on by Govind Row Roria, then at the Presidency, in the capacity of vakeel for the Guicowar. He showed it to Govind Row, and that individual pronounced it to be in the handwriting of Bhow Tambekur. As I knew that Govind Row was on bad terms with the Bhow, I thought it not improbable that the paper might be a forgery, and himself connected with it; and as Govind Row's return to Baroda was speedily expected, I locked up the note till I should see him, intending to intimate to him my suspicions of its authenticity, and my determination to take no steps in respect of it.

On his return to Baroda towards the end of August, Govind Row was placed in confinement by Bhow Tambekur, and I had no opportunity of seeing him. On the 31st August, Baba Fudkey waited on me in a great fright, to inform me that Bhow Tambekur had ordered Govind Row to swear that the paper sent to me by Mr. Grant, of which intelligence had somehow or other been obtained, had been forged by the Baba; and he added, that Govind Row was to be subjected to hardships, indignities, and torture, till he had made the desired deposition, a report I had already received from my native agent, between whom and Baba Fudkey an intense rivalry existed. Fudkey told me that he had a petition to present; he implored me to send for the man from whom the "treasonable note" had been originally obtained, before Bhow Tambekur, learning who the man was, should seize him, and compel him to forswear himself by the same sort of persuasives that were being applied to Govind Row.

At this period, as charges were pending against the Fudkey, and as no decision had as yet been given to the appeal which I had addressed to Government on his behalf, I was particularly careful to avoid the slightest appearance of intimacy with him. As has been already stated, I declined to receive any visits from him. When, on learning from my peon that the Baba had something very urgent to communicate, I agreed to see him. I went into the verandah instead of allowing him to be shown into my room; and, in order that he might have no excuse for prolonging the interview, I conducted it standing. I told the Fudkey I would send the usual yad to his Highness, requesting that the man might be sent whose evidence he desired me to take. But he begged me not to write to the Durbar, as the Bhow would suspect the object for which the man's presence was required; and for the same reason he entreated me not to allow the petition to be seen by my office establishment, lest through them its contents might be communicated to the Bhow.

My knowledge of the character of the Bhow, and of the illicit influence he exerted over my own establishment, satisfied me that these requests were not unreasonable. I accordingly desired him to give me his petition, and the address of the man whose deposition he wished me to take. I undertook to send a confidential peon to summon the latter; and I promised that when he made his appearance, I would read the petition, and take such steps as I might deem

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deem necessary. I then dismissed the Fudkey, and locked up the petition in my letter-box.

Umrut Row, the man in question, could not be found till the 19th September; for, as soon as he heard that the "note" had become the subject of inquiry (for reasons which the sequel will show to have been valid) he secreted himself, in dread of the Bhow's vengeance.

Till he came I could take no further steps about the matter, even had I been inclined to do so; and as I cannot myself read Mahrattee, and as the Fudkey had so earnestly entreated me to allow none of my establishment to see the petition till I was ready to take the deposition of the desiderated witness, I allowed it to remain undisturbed in my desk.

Intermediately, however, on the night of the 10th September I received a confidential message from the Guicowar, informing me that he had heard of a "treasonable note" being in my possession, and requesting me to send it to him. This I did, after adopting the precaution suggested by his Highness himself of writing my name across it, to enable me to identify it hereafter. On the 11th I received another message from his Highness, requesting me to ascertain from Mr. Grant, through the intervention of Government, from whom he had received the note. (Parl. Paper, No. 560, of Sess. 1852, p. 923.)

In furtherance of his Highness's wishes, I next day (12th September) reported such of the above circumstances to Government as were requisite, in explanation of the Guicowar's request; and I enclosed copies of his Highness's letters.

On the 15th November I received a communication from Mr. Secretary Malet, directing me, unless I saw reasons against the adoption of the plan, to communicate to the Guicowar the information afforded by Mr. Grant as to the source whence he had obtained the treasonable note; and in reply, on the 22d November, I transmitted to Government the deposition of Umrut Row, which I had taken on the 19th September (Parl. Paper, No. 560, of Sess. 1852, p. 936), the petition of the Fudkey (with enclosure), first read to me on the same day (Ibid. p. 934), and another deposition taken on the 21st (Ibid. p. 938), corroborative of that of Umrut Row.

These depositions tended to implicate Bhow Tambekur; but the man was *de facto* the ruler of Baroda, as unscrupulous as powerful, and to have submitted the statements to the Guicowar would have been to hand over the Fudkey's witnesses to instant persecution. I therefore, in transmitting them to Mr. Malet, begged that no attempt might be made to investigate the case while the Bhow remained in power.

The Fudkey's petition, first read to me, as I have already said, on the 19th September, when the first of the depositions were made before me, explained how the treasonable note had been received; and inasmuch as it did so, and inasmuch as in my letter of the 22d of November, I mentioned that I had received it on the 31st August, the Governor of Bombay did not hesitate to record his opinion that when I wrote, on the 12th of September, that Mr. Grant had been "requested by some person in Bombay, unknown to me," to forward the "note" to me, I had been guilty of deliberate untruth! "at the very time," writes Lord Falkland, in his Minute of the 3d June (para. 32), "at the very time Colonel Outram addressed this letter to Government, he was himself perfectly informed of the whole history of the note, and knew that it must have been circulated by Fudkey, the present petitioner."

And lest any doubt of my bold and unblushing mendacity should possibly suggest itself to the Honourable Court, his Lordship thus reiterates his arguments:

"If my colleagues will refer to Colonel Outram's letter of the 22d November 1851 (in which he argues against following our conditional instructions that he should impart personally to the Guicowar the channel by which the note reached him, and which Mr. Grant had indicated), there is this remarkable admisssion:—

"'From the accompanying translation of a petition presented to me by Yenaik Moreshwur Fudkey, No. 1, on the 31st August last, and of the examinations on oath, Nos. 2 and 3 of the 19th and 21st September, of the parties who gave the note to that person, it will be seen that there is strong proof that it was really written by the minister, Bhow Tambekur.'

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"What this proof may amount to I presently inquire; but in the meantime I am at a loss to know how Colonel Outram could, on the 12th September,[*] have addressed to Government such a letter as that on record, when he had, on the 31st August, received Baba Fudkey's petition, Exhibit (I.); how he could make it appear in that letter, as he certainly does, that he knew nothing of the note and mistrusted its authenticity, and that he only wrote to Government at the Guicowar's suggestion, and this at a time when he had before him the Fudkey's evidence in detail of how the note had been procured by his friend, Succaram, from Bhow Tambekur's carkoon, Umrut Row Bulwent, when that petition embodied the substance of their evidence; and when he now terms these documents strong proof that the note was really written by Tambekur.[†]

"It is strange that in his letter of the 12th September, he asserts that the note was given to Mr. Grant by some person to him unknown, when on the 31st of August he was made aware that the note must have come from Baba Fudkey himself.

"In all this there is a mystery which I cannot fathom. But to any one who will read and compare Colonel Outram's two letters, it will be apparent that the terms of his letter of the 12th September are not reconcileable with his knowledge of the matter conveyed to him in Fudkey's communication of the 31st August."

I will not presume to characterise the animus towards myself displayed in these remarks. But I may be permitted to express my surprise that the deliberate falsehood attributed to me did not suggest itself to the minds of the members or secretaries of Government during the three months I remained in India, not till the Fudkey, after vainly appealing for redress to the Bombay Government, forwards to the Court of Directors a petition, which it was reasonable to suppose I would do my best to support.

I wish I could here terminate my encroachment on the time of the Honourable Court. But it is due to myself that I should notice some of the arguments by which the Bombay Government endeavours to fix the authorship of the "treasonable note" on the Fudkey. For some of these are drawn from the intimacy erroneously alleged to have subsisted between the Fudkey and myself; and as others are said to be plain and obvious, a legitimate conclusion is, that the Government who believed me capable of telling a deliberate falsehood in behalf of the Fudkey, mean to imply, that when I reported I had reason to suspect Bhow Tambekur of having really written the "note," I reported that which I knew to be opposed to the probabilities of the case. At all events, if the charge of dishonesty is not implied against me, that of ignorance and imbecility undoubtedly is.

In his petition, the Fudkey gave a history of his connexion with the "treasonable note." It was to this effect:

In April 1851, he (the Fudkey) was waited on by a man named Succaram, who, after alluding to the conspiracies and false charges which had been directed against him by Bhow Tambekur, informed him that there was evidence in the Bhow's own handwriting to convict him of that very treason against the Guicowar which had been charged against the Fudkey, and made a pretext for his persecution. And Succaram went on to say, that the individual holding the written evidence was ready to afford the Fudkey an interview, to place the documentary evidence in his hands, and to give him further information on the subject. The Fudkey agreed to see the man. On the latter making his appearance, the former recognised him as Umrut Row, who he had formerly known as a confidential servant of the Bhow; and, suspecting some new conspiracy, he declined further intercourse. Umrut Row, to prove his sincerity, presented the "treasonable note" to the Fudkey, and swore upon a cow (one of the most solemn oaths with which a Brahmin could bind his conscience) that it was in the

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[*] The words underlined in these and subsequent quotations are so in the original.

[†] In my letter of 22 November (Parl. Paper, No. 560, of Sess. 1852, p. 933), I informed Government that I had received information of the minister's extreme anxiety, on learning that I had the note "from sources with which the Baba had no connexion," and that he was trying to "get up false evidence to fix the forgery on the Baba," the proofs of which, I said, I "possessed, and would forward, if necessary." Why were they not called for?

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the handwriting of Bhow Tambekur. Not satisfied with this, the Fudkey observed, that he had fallen on evil days, and could trust no one, not even on an oral oath. But he expressed his readiness to accept and retain the note, provided Umrut Row would furnish him with a written statement declaratory of the gift of the "note," giving a true copy of that document, and distinctly intimating that it was in the Bhow's handwriting, so that in the event of the document proving to be a forgery, the Fudkey might hold him responsible for the fraud. Umrut Row furnished him with the required statement (which formed the accompaniment to the Fudkey's petition of the 31st August previously referred to), and the Fudkey, naturally enough pleased at having in his possession evidence which promised to convict his persecutor of the very crime of which he had himself been falsely accused, sent the documents to his carkoon at Bombay, with instructions to show them "to some respectable persons, and to obtain their opinions as to whether they would be of use" in the then pending inquiry into charges which had been preferred against him mainly through the instigation of this very Bhow Tambekur. This carkoon took them to Mr. Grant, and Mr. Grant, it has been seen, forwarded the treasonable note to myself.

This statement was confirmed by the deposition of Umrut Row, given before me on the 19th, and by that of Succaram, taken on the 21st of September.

Umrut Row's story was, that some two and a half or three years previous, he had been employed to carry messages for the Bhow to Appa Sahib; and that on one occasion, being entrusted with a note, and fearing that by delivering it he might involve himself in trouble, he retained it, and falsely informed the Bhow that he had duly delivered it.

In the course of 12 or 15 days, the Bhow, having discovered that the note had not been delivered, taxed Umrut Row with treachery, when the latter declared that he had mislaid the missive. The Bhow "got very angry with him," and dismissed him his service; not on the plea of the mislead letter, however, but on a charge of corruption, based on a bribe which several months before he had taken with the Bhow's concurrence.

Having premised these explanations, I respectfully beg leave to offer a few remarks on those portions of Lord Falkland's Minute which imply either a most lamentable want of common sense or common honesty on my part in my proceedings and reports in reference to this "note," or in which erroneous views of my relations with the Fudkey are made to supply arguments in support of the hypothesis that the "note" was forged by that individual.

In the 88th and following paragraphs of his Minute of the 3d June, Lord Falkland writes:

"I have first to ask, if it were genuine, why was recourse had to Mr. Grant at all by the Fudkey; why, according to Colonel Outram, was Mr. Grant requested to forward the note to him, or, according to Mr. Grant's version, why was that gentleman's advice asked at all?

"Was not Colonel Outram, the Resident, and Fudkey's firm friend, then at Baroda? Was not Fudkey at Baroda? Why take so circuitous a course?

"If suspecting, or convinced that the note were genuine, a straight-forward man in Fudkey's place would have gone direct to the Resident, informed him fully of all that had taken place, explained, as he afterwards did in his petition, the motives which influenced Umrut Row Bulwunt, the party who gave the note to Fudkey, to betray the Bhow, his former master, and requested the Resident to take up the inquiry himself, so as to satisfy himself that the note was not a forgery; he would have asked Colonel Outram for the advice which he solicited from Mr. Grant. Umrut Row Bulwunt says, in his deposition before the Resident, given on the 19th September 1851, that he never went to Fudkey's until April of that year; and on the 20th April Colonel Outram went for a month's leave to Bombay.

"But in the Resident's temporary absence, if he were absent (for the note was only shown to Mr. Grant in July), an honest straight-forward man in Fudkey's place would have kept such a paper by him until the Resident returned.

"The circuitous and mysterious reference to the Judicial Commissioner for Guzerat, then in Bombay, was an act which was perfectly unnecessary, if the Fudkey's belief was genuine, and his intention honest."

In reply, I beg to reiterate what I have already had occasion to repeat more than once, that at the period referred to, I systematically declined to hold any

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intercourse with the Fudkey; I did so, not because I had ceased to regard the man with kindly feelings, but because, until my appeals in his behalf had been responded to, and until he had been publicly vindicated from the charges which had been publicly preferred against him, charges which Major Fulljames subsequently pronounced to be the result of a vile conspiracy, I considered it my duty to abstain from aught that could be construed into affording him countenance and support. Mr. Grant was an old and tried friend of the Fudkey. To him he had been wont to confide his sorrows, and to apply for advice; and to Mr. Grant he, or his carkoon, applied, not as Lord Falkland represented, because Mr. Grant was "the Judicial Commissioner for Guzerat," but because he was his friend, and a friend whose long official experience appeared a guarantee that his advice would be judicious.

I would respectfully observe, that the "circuitous course" on which Lord Falkland comments might of itself have suggested to his Lordship that the Fudkey was not on terms of intimacy with me, and that he did not possess my ear; for nothing could have been more preposterous than for him to adopt this "circuitous course," had I been, as his Lordship states at paragraph 64 of his Minute, "the Fudkey's avowed patron and * * * the open opponent of Tambekur." How far his Lordship was justified in accusing me of having accorded "avowed patronage" to the Fudkey in June and July 1851, I have already enabled the Honourable Court to determine; and how far he was entitled to assert that I had put myself in "open opposition" to the Bhow at that date, the Honourable Court may infer from the subjoined quotation from the letter transmitting my Khutput Report, on which Lord Falkland based his justification of my dismissal from office, and with the contents of which his Minutes prove him to have been well acquainted. Writing on the 31st October 1851, upwards of three months after the date alluded to by Lord Falkland, I thus expressed myself in reference to the embarrassments occasioned to me by the secret hostility of the Bhow: "I have therefore been constrained to meet the minister in his own fashion; to assume his cordial demeanour; to express satisfaction for such trifling aid as from time to time, for appearance sake, he has rendered me, and to appear ignorant of his direct opposition." (Parl. Paper, No. 560, of Sess. 1852, p. 1281.)

In paragraph 88 Lord Falkland implies that there is some discrepancy between the statements of Mr. Grant and myself; I cannot discover that such is the case.

The censures on Mr. Grant contained in the 93d and three following paragraphs of Lord Falkland's Minute, it is not my province to notice; but I crave permission to offer a few remarks on his Lordship's 97th and 98th paragraphs.

"The note, which is to Appa Sahib, the Mahraja's brother, runs thus:— 'Shreegurjunun,—Tambekur petitions to the effect, regarding what has passed between us, arrangements are being made to carry out what occurred to Futteh Sing Mahraj. You wait a little. On this subject I have sworn by Herunbachee.'

"This note, as I said, contains internal evidence that it is not Bhow Tambekur's. It is not the habit of any native of experience, especially of such a veteran intriguer at a native court as Bhow Tambekur is represented to be,— 1st, To write such a document in his own hand; 2d, To fix his name to it; 3d, To have made such a bold and treasonable reference as that to Futteh Sing Guicowar's case, after having said all that was necessary to make the person written to comprehend his meaning; finally, to commit himself by giving such a note to a carkoon of whose fidelity he was not assured. 'Arrangements are being made regarding what has passed between us,' would have been sufficient to indicate his meaning; a fictitious name and hand, or a private sign, would have served for the occasion; and then, perhaps, the carkoon of 17 years, who, has proved, as usual, a traitor, might have been trusted with the missive."

If it be not the habit of a "veteran intriguer" to write such a note, how is it reasonable to suppose that so veteran an intriguer as the Government systematically represent the Fudkey to be, should have forged a note which, according to Lord Falkland, "any native of experience" could have told him, bore internal evidences of forgery? Real state conspirators might, in a hasty moment, commit themselves in writing; but a crafty native plotter, coolly concocting a false document, was little likely to commit so egregious a blunder as that attributed by Lord Falkland to the Fudkey.

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To the last-quoted paragraph Lord Falkland appends the following note:—

"All the papers handed up by Colonel Outram supposed to relate to intrigues are without name or date, or names are used which are evidently pseudonymous."

This, I beg respectfully to observe, was not always the case, and by way of illustration, I would refer to the letters to be found at page 1129 of Parl. Paper, No. 560, of Sess. 1852, and which refer to matters in respect of which conviction would probably have been established against the Bhow had not Lord Falkland and his colleagues "arrested my inquiries" *in limine*; of the 12 there given, all contain more or less of the handwriting of the sender; one only (No. 6, described in the margin as "without signature") is without the writer's name, and in all, more or less, reference is made to the object of the intrigue; in some pretty plainly.

At paragraph 99, his Lordship writes, "Will any one pretend to say that such a production is not sufficient to carry the refutation of its authenticity on the face of it, if addressed to any native not actually weak? But it might perhaps deceive a Prince unable to tell how or when to trust any one, and it seems that Baba Fudkey calculated on the belief of Colonel Outram."

The Fudkey must have been a greater simpleton than comports with the arguments of the Bombay Government, if he expected that a forged document designed to convict Bhow Tambekur of a byegone treasonable correspondence, would effect that object without being subjected to a more rigorous examination than that which could be bestowed on it by the "naturally weak" Guicowar, or by myself, on whose belief "it seems that Baba Fudkey calculated."

In paragraphs 101 and 102, Lord Falkland thus continues: "The source from whence it was derived was Umrut Row Bulvunt, who, by his own showing, had been 17 years carkoon of Bhow Tambekur, and was known as such to Fudkey and the go-between Succaram."

"His account of the writing and entrusting of the note to him by Bhow Tambekur I have shown to be in the highest degree improbable; but what shall we say to his admission, that, having been ordered to give this note into Appa Sahib's own hands, and having kept it for his private ends, and told Tambekur a falsehood, that he had duly delivered this important missive, the latter discovered that the note had not been delivered; that notwithstanding which, this powerful and crafty minister being told by deponent a second barefaced falsehood, namely, that the note had been mislaid, accepted the excuse, and took no steps to get rid of a man who he knew had deceived him, and possessed evidence to convict him of treason. All the notice, it seems, that Tambekur took of the matter was to cause his carkoon to disgorge a bribe of 100 rupees of which the latter admits the receipt in a totally distinct affair, with the qualification that he took it with his master's sanction; further, for this act Tambekur discharged him from his service, but employed his brother-in-law in his place. Knowing as we do the power of a favoured minister like the Bhow at a native court, and the unscrupulous character which his enemies attribute to him, can we for an instant credit so absurd a story?"

I would respectfully observe, that the fact of Umrut Row Bulvunt having been 17 years in the Bhow's service, would itself tend to account for the reliance said to have been placed in him ere yet he had proved a traitor. The lies and prevarications on the part of Bulvunt Row, dwelt on by Lord Falkland, were precisely such as a man who had deceived his master would naturally resort to, and his Lordship's version of Umrut Row's deposition does not very accurately describe it, as given at page 936 of Parl. Paper, No. 560, of Sess. 1852; the deponent distinctly states that the Bhow did not accept the excuse; that he got "very angry;" that as a plea wherewith to justify his after measures, he fell back on an old bribe which Umrut Row had accepted with his own sanction, and that, so far from "taking no steps to get rid of a man who had deceived him, and possessed evidence to convict him of treason" (as Lord Falkland not merely states, but emphasises with a mark of admiration), he dismissed Umrut Row from his service. To have dismissed him on the ground that he had lost or retained the note might have caused the nature of the note to be discussed, and inquiries perhaps to be instituted into the nature of the messages carried from the Bhow to Appa Sahib first by Bhabarow and afterwards by Umrut Row; whereas, by dismissing him on the score of corruption, he adopted the most effectual means in his power to invalidate any evidence that Umrut Row might

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might hereafter attempt to bring against him; for at that time Bhow Tambekur was not, as Lord Falkland implies, the favoured or the "powerful minister" he afterwards became; at that date he held a subordinate position, and as there then seemed little prospect of his ever obtaining that influence over the Guicowar which he afterwards effected, it cannot be maintained that he had no inducements to ingratiate himself (after the fashion of Orientals) with the heir presumptive, to whom the "treasonable note" was said to have been addressed by him, while in that very letter of 22d November, which Lord Falkland took the trouble of collating with its predecessor of the 12th September, I had reported it as consistent with my own knowledge that "Bhow Tambekur was about that time suspected by his Highness of intriguing with his brothers against him, suspicions which he averted by artfully turning them against Venaik Monshurn Fudkey," &c.

In his 103d and 104th paragraphs, Lord Falkland writes, "But the witness is himself inconsistent; when asked by Colonel Outram (page 34) if he informed the Maharaj, he replies in the negative. 'If I informed the Maharaj, he would that moment tell Bhow Sahib, and the latter being a great carbarry, and having all the control in his hand, he would, the moment he heard of it, have killed me.'

"How is this to be reconciled with his former statement just noticed?"

What contradiction his Lordship alludes to, I am unable to discover. The man had never alleged that he had informed either the Guicowar or Appa Sahib of his having furtively retained the letter. And if he tried to conceal the fact from the Bhow when the latter was comparatively in a subordinate position, it was little likely that he would have communicated it to his Sovereign after the Bhow had become all-potent with him.*

In the next two paragraphs, Lord Falkland thus writes, "What the writer's motives were for his joining with Fudkey are sufficiently apparent."

"On the latter's return from Bombay in the train of the Judicial Commissioner, this man 'made up his mind to see Baba,' whose star so evidently appeared to be in the ascendant. Accordingly he applied to an old common friend, Succaram Bhow."

I would respectfully suggest that while, had the Fudkey's star been in the ascendant, such considerations as his Lordship recites might be supposed to have influenced Umrut Row to seek that individual's favour, they could not possibly afford anything in the way of presumption that the Fudkey had himself forged the note, or that he was privy to its forgery. But, far from the Fudkey's star being in the ascendant, he was then repairing to Baroda, voluntarily to stand his trial before Major Brown, on charges of bribery (of which he was honourably acquitted), charges instigated, as Major Brown's successor, Major Fulljames, will, if referred to, inform the Honourable Court, by Bhow Tambekur and his creatures. If the friendship (open and avowed) of Mr. Grant implied the ascendancy of the Fudkey's star, then was his star in the ascendant at the darkest hour of his grievous persecutions, as much as when Mr. Grant allowed the Fudkey to accompany him from Broach to Baroda.

In paragraphs 107, 108, and 109, Lord Falkland writes, "The statements of those three persons tally wonderfully with each other. To such a degree is this the case, that Fudkey and Umrut Row agree in an evident untruth.

"Fudkey has the coolness to assert that he did not know Tambekur's handwriting, though he had been acquainted with him for years, and served under him only a short time before. In this he is re-echoed by Umrut Row, who admits that 'he was aware Tambekur was a friend of Baba Fudkey's, to whose house he used to go,' (p. 32). Further on, p. 35, 'I was employed at Bhow Sahib's, and he and Baba were friends, and on business I have gone to him.'

"It is, besides, impossible to believe that a man of Fudkey's ability and character, so mixed up with state affairs as he has been for years, and a Resident

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* In his deposition (Parl. Paper, No. 560, of Sess. 1852, p. 936), Umrut Row says: "I therefore kept the chit (note) by me, but told Tambekur that I had delivered it to Appa Sahib. About 15 or 20 days after, Tambekur told me that I had not given the note to Appa Sahib, though I had assured him that I had done so, and wished me to be confronted. I replied that I had mislaid the note. On this he got very angry with me. What he told his Highness (Appa Sahib), I do not know, but Bhalarow received orders again to go to Appa Sahib; and thus a communication was kept up between them as before." How from this Lord Falkland was led to assume, as he seems to assume, that Umrut Row informed the Maharaj (Guicowar), of having obtained the chit, I am utterly at a loss to comprehend.

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dent at Baroda, where he has a house, employed too by the Resident in examining Durbar despatches of consequence, as we know him to have been, should not, independent of early friendship, have been acquainted with the minister's writing."

Lord Falkland here implies that the Fudkey wished his Lordship and myself to believe that he did not know the Bhow's handwriting. The charge is quite unfounded. The passage referred to by Lord Falkland occurs in the Fudkey's narrative of his interview with Umrut Row. When that man first offered the note, the Fudkey tells us he suspected a conspiracy. Under this impression he proceeds to say, "After reading it, I told him that I did not know Bhow Tambekur's handwriting, therefore, how can I say whether this chit is in his hand or not; he replied, that 'in the Brahmin caste we consider a cow as a great Deity, therefore, by placing my hand on the cow, I swear that the chit is, in reality, in the handwriting of Bhow Tambekur.' "

Even this did not satisfy the Baba, and he required the written statement. Umrut Row and Succaram, in describing on oath the conversation that passed at the interview during which the "note" was given to the Fudkey, of course, repeated what the Fudkey had said to the former. And this Lord Falkland describes as a wonderful tallying of the evidence, as their "agreement even in an evident untruth."

Whether the Fudkey knew, or did not know, the handwriting of the Bhow, I know not. But there is, I conceive, little criminality attributable to him for telling a man whom he suspected of a design to entrap him by a forged document, that he did not know the handwriting of the individual whose note it professed to be, and that he required something more cogent than mere assertions.

Whence Lord Falkland derived the authority for making the statement that I had employed the Fudkey in examining Durbar despatches, I know not; but the statement is itself as remote from the real fact as a statement could well be. On every occasion on which I employed the Fudkey, I reported the circumstance to Government, and stated how I had employed him. A reference to my reports will prove that he was not employed by me in "examining Durbar despatches of consequence." And the "we know," made use of by his Lordship, will, I trust, cause the Honourable Court to pause ere they recognise as valid all the assertions to my prejudice that already have been, or hereafter may be, made by the Bombay Government.

In his 110th and 111th paragraphs, Lord Falkland proceeds:

"Independently of this cause for distrust, the three statements exhibit a peculiar similarity, which makes one suspect collusion.

"The conditions on which Umrut Row came forward to the Baba's aid with this extraordinary note, are not stated; but his value and honesty require no illustration. The Fudkey himself tells us that he took care to bind him down by his handwriting, and not to trust him out of his sight until the pledge was given. Unfortunately, this is precisely what an experienced intriguer would have done, if the whole were a conspiracy, and the note forged. And when we examine the man's incredible account of how he obtained the chit, how he kept possession of it, its extraordinary contents, and the deviation from straightforward proceedings, in the secret despatch of the missive to be shown to Mr. Grant by Fudkey's orders, I think the whole may be very safely pronounced a Mahratta intrigue, of which Fudkey is at the bottom; the Resident and Mr. Grant have been made the tools, and Succaram and Umrut Row, the two other parties who figure in the proceedings, were the unscrupulous agents."

With all respectful deference to Lord Falkland's opinion, I beg to express one exactly opposed to it. The Fudkey had good reason to suspect Umrut Row. By his own confession, that man was capable of foul treachery. It was less likely that he would practice treachery on the master whom for 17 years he had served, than on the oppressed victim of that master's persecutions, and the object of his deadly hate. And the Fudkey would indeed have shown little of that ability for which Lord Falkland truly gives him credit, had he not adopted such precautions as he did.

Had the "note" been the result of a conspiracy between the two, was it reasonable that the Fudkey should have asked, and is it credible that Umrut Row would have given, a document which exonerated his accomplice, and fixed on himself the entire, the exclusive guilt.

As regards the conclusions at which his Lordship arrives, I can only venture respectfully

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respectfully to express my opinion, that there is at least no *primâ facie* evidence in support of the charge of forgery against the Fudkey, and that the weight of presumption is in favour of the supposition that the note was actually written by the Bhow. The motives which influenced Umrut Row in retaining the letter, may or may not have been as he describes; but a desire to be revenged on the Bhow, for some wrong sustained at his hands, more serious probably than his mere dismissal, and the hope of reward from the Fudkey, should he by the production of the "note" on his trial, lead to the Bhow's disgrace and dismissal, would adequately explain his conduct in furnishing that document to the Fudkey, whether the document itself be genuine or forged.

Lord Falkland concludes with the following remarks:

"But the man Baba Fudkey has obtained such firm possession of the Resident's good opinion, that apparently he can see nothing to suspect in proceedings with which Fudkey is mixed up, which coming from any other native, he would have been the first to regard as clearly intriguing, disingenuous, and unworthy of credit. If any additional proof of the unfitness of Colonel Outram for the post he so lately filled were wanting, an examination of the narrative set forth in this petition would, I conceive, afford such proof."

I can only say, that I am as desirous as his Lordship can be, that on a comparison of my conduct and opinions in this matter with the opinions and proceedings of his Lordship, and his Lordship's colleagues, the Honourable Court should form their judgment on the justice and expediency of removing me from office.

On the Minute of Mr. Blane, dated the 5th of June, I desired to make no observation, as it simply declares that the reasoning on the part of Lord Falkland, which I have presumed to appeal against, is convincing, and implies that I really was guilty of falsehood, a point already disposed of.

Having before them the "summary" previously referred to, under Mr. Goldsmid's signature, and prepared in the Chief Secretary's Office, as well as the Minute on which I have ventured to offer remarks, and which I have shown to be, in more than one instance, based on an erroneous interpretation of the documents to which it refers, and in more than one instance, on assumptions inconsistent with the realities of the case, the Honourable Court, on the 15th December 1852, recorded their decision, that the Fudkey's future employment in any public situation must rest with the local authorities, after his conduct in this matter (*i. e.*, the treasonable note) shall have been inquired into."

The Honourable Court was pleased to admit that the Fudkey had "on more than one occasion rendered valuable service to the Government in the exposure of corrupt practices;" that they "do not doubt that by his conduct he incurred the enmity of powerful parties at Baroda," and "that it is highly probable that the conduct of the Guicowar's government in searching his house, seizing his papers, and placing him under personal restraint, was partly the consequence of the enmity (of the corruptionists) thus provoked;" and that (as I have more than rendered probable in my despatch of the 22d of June 1850) his deprivation of office in 1844 was the result of cabals organized in consequence of his honest services. Lord Falkland also himself at length admits, that "the Government of that day did not act with sufficient caution and consideration in confirming the petitioner's dismissal from office," from which he has ever since been excluded, a period of nearly 10 years. Even the Bombay Government now admit that "Captain French was in error in stating that the Fudkey was not a British subject." The Fudkey, moreover, was honourably acquitted by Major Fulljames of the charges of corruption brought against him, nine years after the alleged offence, through the investigation of those to whom he had rendered himself obnoxious by his zealous efforts in the cause of official purity;* and although

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* In reference to these charges, Major Fulljames, on the 13th November 1852, reported (Parl. Paper, No. 560, of Sess. 1852, p. 260), "It appears to me that a deep-laid plot has been entered into by the present complainant, urged on to it either by the hope of extorting money from him, or by the ill advice of some of his numerous enemies in this place: and that, consequently, he is entitled to redress." And Major Fulljames, "from a careful consideration of everything that has been brought forward during this investigation," was "led to hope that Government might deem it expedient to take some severe notice of the same, with the view of protecting the character of their servants in future, and deterring others from following such a bad example." Yet, far from adopting any of those measures, or displaying towards the long faithful Fudkey the most distant approach to the friendly zeal displayed to Nursoo Punt (whom they elaborately vindicated from a charge afterwards judicially established against

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although the Fudkey's papers were suddenly seized by the Durbar in 1849, and every attempt made to convict him (by forgery) of some treachery to the Guicowar (in favour of Appa Sahib), "his enemies could find nothing to criminate him."—(Parl. Paper, No. 560, of Sess. 1852, p. 1393.)

In a postscript to Sec. 2, Part II, of my Khutput Report, dated 10th February 1852, after my removal from office (Parl. Paper, No. 560, of Sess. 1852, p. 1400), I thus expressed myself:

"About 15 days ago it was reported to me that Baba Fudkey, with the sanction and under the protection of Government, had left Baroda and come to Bombay, and since then I have had a visit from him, and I was much affected by the poor man's manly but melancholy air. He feels that he is ruined, and ruined for the generous aid he rendered myself and others in our attempts to vindicate the national honour; and I deeply feel that all his latter persecutions are the result of services rendered to myself, on my assurance that he should not be sacrificed for rendering them. Removed in disgrace from my appointment, I am no longer in a position to learn what reply Government made to Major Fulljames' honourable acquittal of the Baba; but no communication to that effect has been made to him by Government authority. So far as I can learn, the Government have not authorised Major Fulljames to try and punish those within his jurisdiction who committed perjury against the Baba; and after what has occurred, and will be found detailed in the supplementary sections of this report, I can hardly hope that Government will express its disapprobation of the conduct of the minister to whose persecutions the conspiracy defeated by Major Fulljames was but the complement and climax."

All that the Government did was, on the 9th January 1852, to instruct Major Fulljames "to intimate to Baba Fudkey that if he wished to leave the Guicowar districts he will be protected from any molestation from the Baroda authorities, provided he quits his Highness's territory within an early period, to be fixed by the (Acting) Resident (Mr. Battye) who has been addressed on this subject; but that if he remain within the Baroda limits subsequent to the expiration of that period, he will do so at his own risk."

The Fudkey was then residing in the British camp, where he was secure from personal molestation; but he could not escape into the British territory without passing through the Guicowar territory, so that he had no alternative but to go "at an early period," leaving his house and other not easily transportable property, which the enmity of the powerful Bhow effectually prevented his being able to sell.

That, reasoning on the data submitted to them by the Bombay Government, the Honourable Court, despite the considerations just recited, could not have arrived at any other judgment than the one propounded by them on the 15th October 1852, even the Fudkey himself will probably be the first to admit. But I would respectfully beg to remind the Honourable Court that this judgment is *de facto* a perpetual sentence of refusal of compensation to the Fudkey. For, even in November 1851, I deemed it my duty to write as follows:

"Under these circumstances, the minister whose treason is implicated by the 'note' wielding the whole power of the Durbar, such strong grounds existing for believing that Venaik Moreshwur Fudkey was formerly victimized by a foul conspiracy concocted by the minister, the fact that the minister is more than suspected of being a principal instigator of the false charges against Venaik Moreshwur, lately investigated by Captain Fulljames, and which I understand that officer has pronounced to be the result of another foul conspiracy, and the gross perversion of justice displayed by the Durbar in the Joitabhae Punchayets, his Lordship will not, I presume, be disposed to permit the further investigation of this matter while Bhow Tambekur remains in power." *

And since then I need not say that the power of the Bhow has been immensely increased through the proceedings of the Bombay Government. He and the Baroda community at large have seen my degradation from office, in a great

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against him), the Bombay Government allowed nearly three months to pass without even a faint congratulation to the Fudkey on his honourable acquittal by Major Fulljames, and then merely intimating their "opinion, that the evidence which has been adduced against the accused is not trustworthy."—(Parl. Paper, No. 560, of Sess. 1852, p. 314.)

* Writing again, on the 2d December 1851, I expressed myself still more precisely, and, in certain respects, more strongly; and to the remarks contained in the 17th paragraph of that letter (Parl. Paper, No. 560, of Sess. 1852, p. 1169), I would respectfully solicit attention.

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great measure justified, on the ground that I had recommended the Government to seek his removal on account of serious misconduct attributed by me to him (Parl. Paper, No. 560, of Sess. 1852, pp. 1468 to 1473). They have seen the complete impunity accorded to the Bhow for this misconduct. They have seen that no attempts have been made to bring him to account, in respect of the other matters detailed by me in my Khutput Report (Ibid. pp. 1450 to 1466). They have seen the Government, to use the words of the Honourable Court, "arrest *in limine*," investigations which threatened to place the Bhow's guilt in a very important matter, in such a light that further impunity could not be allowed him. They have seen Govind Row Roria (for not permitting me to give a promise of safety to whom, the Honourable Court have censured the Government, Parl. Paper, No. 560, of Sess. 1852, p. 17, para. 8,) subjected to continuous persecutions and indignities, with a view to induce him to commit perjury for the vindication of the Bhow and the incrimination of the Fudkey, on this very charge of forgery. They have, probably, through their corrupt allies in the Bombay Secretariate, become long since aware of the nature of the "Summary" prepared in the Chief Secretary's Office, and of the "Minutes" on which I have been commenting. They have seen the Bhow's rapidly increasing influence over the Guicowar, of which my Guzerat correspondents inform me, and to which the public journals bear consistent testimony. And unless a hitherto uncontradicted letter, published by the Bombay "Telegraph" in December last, be a baseless falsehood, they have seen my successor receive the Bhow, who, as the Honourable Court are aware, though called Minister, is in fact only a confidential carbarry, with the honours and marks of respect due only to the Guicowar himself.

And having seen all this, they are not likely to shrink in 1853 from bearing and suborning that false testimony which, in 1848, was so readily procured for the purpose of screening Baba Nafra and ruining Joithabhae. For, I say it with sorrow, the events of the last few years have not tended to weaken the truth of the statement made by me in 1851 (Parl. Paper, No. 560, of Sess. 1852, p. 1381) to the effect that, while "the natives of Guzerat have plausible pretexts to urge in behalf of the unjust and dishonouring belief entertained by them, that the corrupt Nagurs were regarded with favour by the British authorities, the history of Venaik Moreshwur Fudkey is not only calculated to strengthen their conviction on this point, but to impress them with the notion, that honesty and zeal for the furtherance of justice, are not the most effectual means of gaining the favour of Government." *

With many regrets at the necessity which I have felt imposed on me of troubling the Honourable Court with so long a letter,

I have, &c.
(signed) *J. Outram*,
Lieut.-Col., late Resident at Baroda.

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* I would respectfully draw attention to the remarks I made in my Khutput Report (Parl. Paper, No. 560, of Sess. 1852, page 1399, paras. 86, 87, 88, and 89), the draft of which was written in the autumn of 1850.

"Since my appeal of June 1850 was made in behalf of Baba Fudkey, charges have been brought against him of accepting bribes while employed in the Rewa Caunta; that these charges have been trumped up through the agency of Nursoo Punt's son, Keshowrao, and the minister, as a set-off against the efforts I was making in behalf of the Fudkey, I had reason to believe; and that they have been supported by a foul conspiracy and impudent forgeries, will, I believe, be ere long in proof before Government.

"But whether this or any other charge were proved against him, is a matter that in no degree affects the points treated of in this section. When the Baba was subjected to the hard usage of which I complain, no charges had been raised against him. So far as the records threw light on his position, he was, at the date of his persecutions, a British subject, who, by his incorruptibility at a time of universal corruption, and, by his invaluable services, had established strong undeniable claims on the gratitude of a government, which, while it became the apologist of one of the authors of his persecutions, refused to interfere 'to prevent injustice to himself.'

"While I write, fresh conspiracies are being hatched against the Fudkey, under the belief that the Bombay Government will gladly lend their weight and influence to all attempts to crush a man, whose character is in as striking contrast with Nursoo's, as is the treatment he had received with that practised towards the wicked man whose history will be detailed in the next section.

"Deserted by the Government he had so faithfully served, and persecuted as he has been by those whose crimes he was instrumental in exposing, it were no legitimate cause of wonder should the Fudkey be driven to counter-intrigues. That he has so long continued honest, but shows the man's intrinsic worth, and the self-inflicted loss the Bombay Government sustained, when, without a single fault being proved against him, they unceremoniously threw him overboard."

Intrigues at Baroda and Bombay.

Intrigues at Baroda and Bombay.

Political Department.—No. 73 of 1852.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. With our political despatch, dated the 3d April last, No. 37, we forwarded to your Honourable Court copy of a report of the proceedings of the committee of our secretaries, whom we had directed to investigate certain intrigues in connexion with affairs at Baroda, carried on in Bombay during the year 1848 and the early part of 1849, through the medium of agents employed by Baba Nafra, manager of the banking firm of Hurree Bhugtee, of Baroda.

2. We have now the honour to forward copies of the Minutes, dated as per margin,* subsequently recorded by our Right honourable President and by the civil members of the Board, containing their sentiments on points embraced in the above inquiry, and to state that, in conformity with a Resolution of our Board, the following intimation was, on the 26th May last, made to Mr. Smith, second assistant in the Political Department of the Secretariate: "Considering your conduct, as elicited on your recent examination before the committee of secretaries, as a bar to your remaining in the appointment you now hold, the Right honourable the Governor in Council declines to interfere with the intimation which has been made to you by the Chief Secretary to Government, that you cannot be retained in your present situation in the Political Department of the Secretariate. I am at the same time desired to intimate to you, that you are not debarred from employment in any other Government office; and that you will be allowed to retain your present appointment for four months from the present date, in the expectation that in that time you will succeed in obtaing employment elsewhere."

3. We now beg to forward a memorial, in original, from Mr. Smith, to the address of your Honourable Court, dated the 19th ultimo, appealing against the above decision. For our sentiments on this memorial, we beg to refer to the Minutes recorded by our Right honourable President and the civil members of the Board, dated the 20th and 21st instant.

4. Copies of the Minutes of our Right honourable President, dated the 17th and 29th March last, alluded to in paragraph 2 of his Lordship's Minute of the 20th instant, formed enclosures Nos. 3 and 5 to Collection No. 2, accompanying our political despatch to your Honourable Court, dated the 3d April last, No. 37 of 1852.

5. Our further proceedings consequent on the report of the committee of secretaries, in the case of Ragoba Moroba, will hereafter be reported to your Honourable Court.

We have, &c.

(signed) *D. A. Blane.*
A. Bell.

Bombay Castle, 24 July 1852.

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* Minute by the Honourable Mr. Blane, dated 23 April 1852. Ditto by the Right Honourable the Governor, dated 28 April 1852. Further Minute by the Honourable Mr. Blane, dated 1 May 1852. Minute by the Honourable Mr. Bell, dated 1 May 1852. Ditto by the Honourable Mr. Warden, dated 4 May 1852. Further Minute by the Right honourable the Governor, dated 7 May 1852, concurred in by the Board.

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EXTRACT Political Letter to Bombay, dated 31 December (No. 38) 1852.

Answer to Political Letter, 24th July (No. 73) 1852; and to para. 17 of letter, dated 28 August (No. 76) 1852. 'Further proceedings consequent on the Report of the Committee of Secretaries respecting intrigues connected with Baroda.

29. OUR political letter, dated 23d June (No. 19) 1852, has put you in possession of our sentiments on the disclosures elicited by the inquiries of the committee. You have, as we now learn, informed Mr. Smith that he could not be retained in the appointment which he held, in the office of the Secretary in the Political Department, but that he was not debarred from employment in any other Government office, and that he would be permitted to retain his appointment for four months longer, in order that he might have time for obtaining employment elsewhere. Though we consider the indulgence last mentioned as objectionable, it is not our intention to interfere with your decision.

EXTRACT Political Letter from Bombay, dated 28 August (No. 76) 1852.

Baroda affairs.

1. WE have now the honour to advise your Honourable Court of the measures we have taken subsequent to your despatch* of 23d June last, relative to Baroda matters, and also to offer explanation on some of the points on which you have commented in that despatch.

* No. 19.

2. In paragraphs 8 and 9, your Honourable Court disapprove of our having declined to guarantee Govind Rao Rodia against persecution from the Baroda Government, if he would make a full disclosure of all he knew relative to intrigues which were believed to have been carried on at Bombay, with a view of inducing his Highness the Gaekwar to expend money for the purpose of obtaining by corrupt means a release from the obligation to maintain the Guzerat horse.

3. We beg to remind your Honourable Court, that when examined on oath by Lieutenant-colonel Outram, at the Residency, Govind Rao Rodia deposed to having refused, when residing at Bombay as accredited vakeel of the Gaekwar, to have anything to do with any measures regarding the Guzerat Irregular Horse, as he had received no instruction on the subject from the authorities at Baroda, and that, at the time Govind Rao so deposed, he was in disgrace with these authorities. Afterwards, when under restraint, having been, as it is shown, mixed up with the disgraceful and treasonable intrigues against the interest of his Sovereign, of which the particulars are detailed in our despatch, No. 93 of 3d December last, he professes his willingness to make a full disclosure on the subject which was engaging Lieutenant-colonel Outram's attention, and to furnish irrefragable proof of the truth of what he had to disclose, provided the Resident would ensure him from being persecuted in consequence of his so doing.

Para. 3 of Lieut.-Col. Outram's letter, dated 12 Sept. 1851, No. 1.

4. Your Honourable Court remark, it would have been easy to make the pledge of safety to Govind Rao conditional on its being found that "the information was both correct and of substantial value." We would urge on the consideration of your Honourable Court, that it will be seen from the correspondence, that the evidence was to be taken by Colonel Outram, in expectation that it would compromise the Gaekwar's minister, Govind Rao being at the time in durance, in consequence of having been concerned in a treasonable intrigue which was to effect the ruin of that minister; and we felt we could not reasonably have expected that a person of Govind Rao's stamp, who, if he were really capable of giving evidence of value, must already have perjured himself before the Resident, would, under such circumstances, have been likely to give truthful testimony, supposing the minister to have been innocent of that of which he was so strongly suspected, by the examining authority, to be guilty, but that it was much more probable that he (Govind Rao) would have endeavoured to effect what he had undertaken to do, by giving evidence such as would be admitted to be of importance, at the same time that it criminated the very parties who were the authors of his disgrace.

Intrigues at Baroda and Bombay.

5. To establish the correctness of the disclosures which might have been made, other evidence than Govind Rao's would have been required. Colonel Outram had led us, by his letter of the 31st October 1851, to anticipate that other guarantees would be applied for,* and we had also been advised by him, that so long as the minister was in power, so long would his attempt at establishing the truth of what he suspected be unavailing; and from the proceedings on record it is apparent that a guarantee in favour of Govind Rao, even if accompanied by others pledging this Government to protect individuals yet to be indicated, would not have sufficed, in the opinion of Colonel Outram, unless supported by a demand for the dismissal of the minister.

6. Another difficulty, under which we trust that, on further deliberation, your Honourable Court will perceive we should have laboured had we granted the conditional guarantee was, that although it was not competent for us to exonerate Govind Rao from the penalties he might have incurred for the offences of which he was accused before his own sovereign, it was but reasonable to suppose that the infliction of any penalties whatsoever, however justly he might have rendered himself liable to them, would have been attributed by him to persecution on account of any disclosures he might have made under the presumed shelter of the guarantee. Also that any pledge to Govind Rao Rodia or others, whose evidence Colonel Outram might have wished to take, must, to have been of any service at all, have been given for life, and have been one of protection to person, family, and property; and we should scarcely have considered the case as one of a nature to have warranted our giving so extensive a pledge, holding in remembrance the injunctions so frequently conveyed to us by your Honourable Court, and especially impressed on us by your despatch of the 2d July 1840,† even had not the peculiar circumstances above detailed existed in the case of Govind Rao.

7. Further, we beg with all deference to point out, that as no discussion whatever had taken place with reference to the Guzerat Horse, no disclosures involving a breach of confidence could have taken place on the part of any of our official subordinates. Therefore we had no reason for believing, nor have we to this day any reason to believe, that Govind Rao Rodia could have had any information of real importance to the public interests to give in relation to that subject.

Para. 9 of Court's despatch.

8. In reply to the 9th para. of your despatch, we would represent that the proposition to obtain Govind Rao Rodia's evidence, relative to a charge preferred against the minister of an attempt in 1849-50 to bribe the Resident and our Chief Secretary, was received by us after we had issued instructions requiring the former officer to vacate his appointment; and although it is not for us to question the correctness of the opinions expressed by your Honourable Court, we beg to point out that what we deemed the vagueness and inaccuracy of the information furnished by the Resident himself, to guide us in our proceedings at Bombay, and the illegality of the means he was desirous we should adopt within the jurisdiction of Her Majesty's Supreme Court, were sufficient, in our opinion, to prevent an inquiry being entered into with any prospect of success, while we did not consider any representation to his Highness to be requisite, because his Highness had disavowed to Colonel Outram all knowledge of the intrigues imputed to his minister, and Colonel Outram himself had throughout exempted his Highness from blame.

9. Moreover,

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* "In fact, no Gaekwar subject would dare to give evidence in this or any other matter, in which the Minister is concerned, so dreaded is he by all classes, except under our guarantee against oppression. Unless, therefore, I am authorised by Government to give such guarantee, any inquiry at Baroda will be useless." *See* para. 4 of Colonel Outram's letter of 31 October 1851.

† "While we feel with you the impossibility of disregarding such claims on your good offices, we see with great uneasiness the prospect of a further extension of those obligations to protect individuals against their lawful sovereign, which have already caused so much evil to the Gaekwar State, and so much embarrassment to us."

8. "It indeed appears fruitless to hope for the permanent maintenance of a good understanding between our Government and its ancient ally, while this anomalous state of things continues to exist. Although the system was created for purposes beneficial to the Gaekwar State, and not directly to us, there are circumstances in the case which make it equitable that we should take our share in whatever sacrifices may be necessary in order to get rid of the mischievous consequences."

Intrigues at Baroda and Bombay.

9. Moreover, the imputations against the minister were in no way brought home to him, and there were very strong grounds for believing that Colonel Outram had unwittingly got involved in the meshes of Maratha intrigue, and most probably in counter intrigues, in which plots against the minister had got mixed up with the alleged plots against Government. We therefore deemed it only fair to assume that the name of the minister might have been abused by intriguing parties for their own ends, in like manner with the names of the Government officers (Colonel Outram and Mr. Malet), under the ridiculous pretence of bribing whom money was alleged to have been obtained.

10. Your Honourable Court, in your despatch of 21st December 1842, enjoined us "to use the greatest forbearance in all your (our) future intercourse with his Highness, which," your Honourable Court observed, "should be uniformly conducted in a spirit of friendship and confidence;" and we had the spirit of these instructions in mind when we refused to adopt, for the attainment, as it appears to us, of no substantial object, measures calculated both to destroy all confidence on the part of his Highness the Gaekwar, and to impair the friendly relations subsisting with his Government.

11. We beg to inform your Honourable Court, that the following reply (dated the 13th March last) was received from his Highness the Gaekwar to the letter from the Government, referred to in your Honourable Court's 10th paragraph.

"In reply to your letter, dated 29th January last, relative to certain persons required by the late Resident to give evidence at the Residency, not having been sent, I beg to state that it is not customary with either Government to forward witnesses when the demand for their attendance is considered irregular. Nevertheless, in this instance, taking into consideration the existing friendship between the two Governments, the people were sent agreeably to the wishes of the Resident, and the Bombay Government were duly informed of the circumstance by the Durbar. Such being the case, this Sirkar regrets having in this instance incurred the displeasure of the Bombay Government; nevertheless, if the Bombay Government will have the kindness minutely to scrutinize the various acts of the late Resident, it will be satisfied that the Durbar, bearing in mind the friendly feeling which has hitherto existed, invariably complied with the requests of that officer."

Hon. Court's, para. 10.

12. We have forwarded a copy of the paragraph under acknowledgment, together with the substance of para. 9, to the Resident, Mr. Davies, with a request that he will inform us if there is any point on which, in his opinion, further inquiries can be instituted with any prospect of advantage. Mr. Davies's reply and our further proceedings shall be duly communicated to your Honourable Court.

* * * * * *

16. In reply to your 22d paragraph, we beg to observe, that the committee of secretaries were desirous that measures should be adopted with a view to obtain Mr. Craig's presence in Bombay, in the hope that information might be elicited from him, even although it should be found he could not be eventually brought to justice. Our solicitor at Bombay was consulted on the subject, and his opinion has already been placed before you; but the whole of the papers, including paragraph 22 of your present despatch, and a copy of this para., have now been placed before him and the Advocate-General, with a request, that if they can suggest any means for enabling us to bring Craig to justice, they will do so.

17. Your Honourable Court have received, subsequent to the date of the proceedings which have been acknowledged in your despatch under reply, our further minutes with regard to Mr. Smith, and that person's memorial against the decision passed in our letter of the 26th May last. As your Honourable Court were not aware of that decision at the time your despatch was written, we shall not rescind it by informing Mr. Smith that he is incapable of again serving Government until honoured with your reply to our letter, dated the 24th ultimo, No. 73. At the same time we shall intimate to him that the instructions we have received preclude our allowing him to take office until his memorial shall have been decided on.

18. Our

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18. Our orders, in the case of Mr. Cole, will be found in the Papers forwarded to your Honourable Court, under date 24th July, No. 73 of 1852; and copy of our further proceedings in the Financial Department, relative to his having been most improperly allowed, by Mr. Price, to proceed to England, is annexed. If Mr. Cole does not return by 1st October 1852, his name will be struck off the list of Government servants, as being absent beyond the limits, and without leave.

19. With reference, however, to the observations made by your Honourable Court, relative to certain facts having been apparently overlooked by the committee of secretaries and by ourselves, and that "Mr. Cole had actually done that for which Mr. Smith was so deservedly reprobated for conniving at in Mr. Craig," we beg to draw attention to the fact that the cases differ in this very important respect, viz. that Mr. Cole not being employed in the Secretariat, as Mr. Craig was, had not power of access to the records of Government as Mr. Craig had; and therefore in the preparation of petitions and memorials for Baba Nafra, Mr. Cole could not have committed any breach of trust, nor divulged, nor made use of secrets with which he had become acquainted as a Government official, and consequently that his fault was confined to a breach of the Government Order, dated 30th September 1843; the Order of 20th June 1851, which was precisely applicable to Mr. Cole's case, having, it must be recollected, been issued after that case had occurred, in consequence of some other matters with which we became acquainted in the Revenue Department.

20. A printed circular, to the effect of paragraphs 26 and 27 of your Honourable Court's despatch, will be issued to the officers in public employ; and with reference to para. 29, we can but express a hope that the measures of precaution which have been adopted in the Chief Secretary's office in consequence of the discovery towards the close of the last year, of the gross corruption you have alluded to, will have the effect of entirely suppressing evil practices such as those so justly animadverted on by you.

21. Your Honourable Court will have learnt from our proceedings that we have evinced every disposition readily to avail ourselves of information furnished by Lieutenant-colonel Outram, of a nature to show that there has been a breach of confidence on the part of our officers, and that our President directed the Chief Secretary, under date the 24th October 1851, distinctly to inform the heads of the departments, that we could "repose no confidence in the zeal and fidelity with which they discharge the important duties confided to them," while the parties who might have betrayed the trust reposed in them remained undiscovered. It was sufficient for us to know that there had been a breach of trust, and to detect those in our employ who were concerned in it, and it mattered but little to us whether the person so concerned had been seduced by parties whose apparent advantage it was to obtain information, or by others wishing to bring such parties into discredit or under the suspicion of Government.

22. The following instructions have been given to us by the Chief Secretary:

"You will consult Mr. Acland, and in writing request Captain Barr to furnish Government with full particulars of all that he knows relative to the transactions alluded to in the former deposition of Raghoba Moroba.

"You will, in conjunction with Mr. Acland, also take Raghoba Moroba's further statement, as to the manner in which the transaction was managed, and carefully cross-examine him should he produce any acknowledgment from Captain Macdonald.

"Should any reference to Baroda be deemed necessary by Mr. Acland and yourself, you will consider yourselves authorised to address Mr. Davies, without awaiting instructions from Government. You will also, together with the Government solicitor, consider the advisableness of taking measures with a view to elicit information relative to Captain Macdonald's transactions with Succaram Ragonath, adverted to in your memorandum * of 1st December 1851."

23. On receipt of our Chief Secretary's report we shall address Major-general Stavely, commander of the forces, and our proceedings shall be fully reported, either during the progress or on the completion of this investigation.

24. The accompanying resolutions will apprise your Honourable Court that all matters of minor importance, treated of in your despatch under reply, have been

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* Reported to the Hon. Court, under date 3 February 1852, No. 15.

been carefully attended to by us, and will make you acquainted with the manner in which we have disposed of them.

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25. Our President being necessarily temporarily absent from Bombay, his signature is not appended to this letter; but he has affixed a request to the draft, that we will intimate his full concurrence in the statements therein expressed.

EXTRACT Political Letter to Bombay, dated 26 January (No. 3) 1853.

Answer to Political Letter, dated 28th August (No. 76) 1852.

4. No remark.

(1.) Reply to Court's letter, dated 23d June (No. 19) 1852, on Baroda matters.

5. We have carefully considered the reasons you assign for having rejected Govind Rao's offer of information, and are under the necessity of stating that your explanation does not alter the opinion we have already expressed.

(2 to 10.) Remarks in explanation of the refusal of Government to give a pledge of security to Govind Rao Roria, if he would make a full disclosure of what he knew respecting alleged intrigues at Bombay, for obtaining by corrupt means the abolition of the Guzerat Irregular Horse.

6. We observe that the Guicowar states, that the witnesses in question have been sent to the Residency. You will of course forward to us the particulars of their examination.

(11.) Reply of the Guicowar to the letter from Government respecting the non-production of certain witnesses required by Lieutenant-colonel Outram.

7. We wait for the promised communication.

(12.) Mr. Davies has been requested to state whether any further inquiries can be instituted with advantage. His reply, and the further proceedings of Government, will be communicated hereafter.

* * * * * * *

10. Approved.

(16.) The law officers of Government have been requested to suggest any means of bringing Mr. Craig to justice.

11. Answered with political letter, dated 24th July (No. 73) 1852.

(17.) Case of Mr. Smith.

12. We agree with you, that the fact of Mr. Cole's not being employed in the Secretariat Department renders his conduct, in aiding petitioners in the preparation of their memorials to Government, less reprehensible in itself than it would have been if he had had access to the records of Government connected with such memorials. But Mr. Cole is guilty of having violated the Government order of 30th September 1843, and for this offence he ought to have been punished. As, however, his appointment has been vacated, by his not returning to India at the expiration of the six months' leave of absence, so improperly granted to him by the Acting Military Accountant, no further orders are required.

(18, 19.) and 8 of 16th November (No. 115) 1852. Case of Mr. R. L. Cole.

13. Approved.

(20 & 21.) A printed circular to the effect of paras. 26 and 27 of Court's despatch will be issued to public officers. The heads of departments in the Chief Secretary's office have been informed that Government could repose no confidence in their zeal and fidelity while those who have betrayed the trust reposed in them remain undiscovered.

14. Require no remark at present.

(22 & 23.) Instructions given for inquiring into Captain MacDonald's transactions with Succaram Ragonath. The result will be hereafter reported.

(24 & 25.) Miscellaneous matters.

EXTRACT Political Letter from Bombay, dated 28 April (No. 52) 1853.

Letter to ———, dated 26 January (No. 3) 1853.

Para. 4. The Court allude to a letter which requires no remark.

Para. 5. With reference to the remarks of Government, in explanation of its refusal to give a pledge of security to Govind Rao Roria, if he would make a full disclosure of what he knew respecting late alleged intrigues at Bombay, for obtaining by corrupt means the abolition of the Guzerat Irregular Horse, the Court state, that they have carefully considered the reasons Government assign for having rejected Govind Rao's offer of information, and are under the necessity of stating, that the explanation does not alter the opinion they have already expressed.

5. These paras. require no remark.

Para. 6. With reference to the reply of the Gaekwar to the letter from Government, respecting the non-production of certain witnesses required by Lieutenant-colonel Outram, the Court observe, that the Gaekwar states that the witnesses in question have been sent to the Residency. The Court conclude that Government will of course forward to them the particulars of their examination.

6. On receipt of this letter we communicated this para. to the President at Baroda, with instructions to forward to Government any depositions which may have been taken when the witnesses alluded to were sent to the Gaekwar. We have the honour to forward copy of the reply to this reference we have received from Lieutenant Battye, Assistant to the Resident at Baroda in charge, dated the 6th instant; reporting that, for the reasons therein mentioned, the witnesses alluded to by your Honourable Court were never examined by Lieutenant-colonel Outram.

Para. 7. With reference to the intimation that Mr. Davies has been requested to state whether any further inquiries can be instituted with advantage, and that his reply, and the further proceedings of Government will be communicated hereafter, the Court state, that they wait for the promised communication.

7. We beg to refer to the second para. of the subsequent despatch from this Government, dated 31st December last, No. 139 of 1852, forwarding Mr. Davies's reply to the reference alluded to by your Honourable Court.

Para. 8. With reference to the case of Nursoo Luxmon, the Court observe, that since it appears that there are legal difficulties in the way of resuming the inam formerly conferred on him, they prefer to leave it in the possession of that individual, however unworthy, rather than to adopt the alternative alluded to by Government, of an application to the Legislature of India.

8. Requires no remark.

Para. 9. The Court direct that Government will inform Nursoo Luxmon, in answer to his memorial dated 31st August last, that they cannot consent to reopen his case.

9. An intimation to the effect directed by your Honourable Court has been made to Nursoo Luxmon.

Para. 10. The Court approve of the law officers of Government having been requested to suggest any means of bringing Mr. Craig to justice.

10. We beg to refer to the first para. of the further despatch from this Government, dated 31st December, No. 139 of 1852, reporting the result of the reference alluded to by your Honourable Court.

Para. 11. The Court allude to a para. which has already been replied to.

11. Requires no remark.

Para. 12. With reference to the case of Mr. R. L. Cole, the Court remark, that they agree with Government, that the fact of Mr. Cole's not being employed in the Secretariat Department renders his conduct, in aiding petitioners in the preparation of their memorials to Government less reprehensible in itself than it would have been if he had had access to the records of Government connected with such memorials. But Mr. Cole, the Court observe, is guilty of having violated the Government order of 30th September 1843, and for that offence he ought to have been punished. As, however, the Court add, his appointment has been vacated by his not returning to India at the expiration of the six months' leave of absence, so improperly granted to him by the Acting Military Accountant, no further orders are required.

12. Copy of this para. has been transferred to the Financial Department for information, with reference to former proceedings.

Para. 13. The Court approve of a printed circular to the effect of paras. 26 and 27 of Court's despatch being issued to public officers, and to the heads of departments in the chief secretary's office, having been informed that Government could repose no confidence in their zeal and fidelity, while those who have betrayed the trust reposed in them remained undiscovered.

Para. 14. The Court allude to paras. which they state require no remark at present.

Para. 15. The Court allude to a letter which they observe needs no reply.

13. These paras. require no remark.

Para. 16. With reference to the report from Mr. Davies, respecting the imprisonment of Baba Nafra, the Court observe that it is satisfactory to find that, in Mr. Davies's opinion, the Gaekwar is not disposed to show undue lenity to Baba Nafra.

14. This para. has been communicated to the Resident at Baroda.

No. 115 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. In the 22d para. of our political despatch, dated the 28th August last, No. 76, we stated that, for the purpose of giving effect to the instructions contained in

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in the extract quoted in the margin,[*] from your Honourable Court's letter to the address of this Government, dated the 23d June last, No. 19, we had instructed our Chief Secretary—

1st. To consult Mr. Acland, the Honourable Company's Solicitor, Bombay, and in writing request Captain Barr, the Military Paymaster at this Presidency, to furnish Government with full particulars of all within his knowledge connected with a pecuniary transaction between Captain Macdonald, of the 22d Regiment Bombay Native Infantry, and Raghoba Moroba, a clerk in Captain Barr's office, alluded to by that individual in his statement made in the month of January 1852, before the Committee of Secretaries.

2d. In conjunction with Mr. Acland to take Raghoba Moroba's further statement as to the manner in which the above transaction was managed, and carefully cross-examine him, should he produce any acknowledgment from Captain Macdonald.

3d. In the event of any reference to Baroda being deemed necessary by the Chief Secretary and Mr. Acland, to make the requisite inquiries of the Resident, and, in concert with Mr. Acland, consider the advisableness of taking measures with a view to elicit information relative to Captain Macdonald's transactions with Succaram Raghonath, adverted to in the Chief Secretary's memorandum of 1st December 1851, copy of which formed enclosure No. 31 to Collection No. 1, accompanying our political despatch to your Honourable Court, dated the 3d February, No. 15 of 1852.

2. We have now the honour to forward, for the consideration of your Honourable Court, copy of a memorandum by our Chief Secretary, dated the 4th instant, of the letter from Mr. Acland, dated the 31st ultimo, therein referred to, and of the documents alluded to in the latter communication, reporting the proceedings of these gentlemen in pursuance of the above orders.

3. We beg to draw the attention of your Honourable Court to a Minute recorded by our Right Honourable President, dated the 11th instant, concurred in by the Honourable Mr. Bell; and to one by the Honourable Mr. Blane, dated the 13th instant, containing our sentiments upon the above reports.

4. We at the same time beg to express a hope that Mr. Acland's report will satisfy your Honourable Court that, at the time Lieutenant-colonel Outram made to this Government the representations alluded to in your letter to this Government, dated the 23d June, No. 19 of 1852, we did all that the information which had been furnished to us from Baroda, and our position at Bombay, admitted of our doing prudently and legally within the limits of the jurisdiction of Her Majesty's Supreme Court of Judicature.

5. With our political despatch alluded to in the first para., dated the 28th August last, No. 76 of 1852, we forwarded to your Honourable Court copy of a letter from Captain Barr, dated the 28th June last, requesting to be informed in what particulars his conduct, animadverted on in the Government letter to his address, dated the 26th May last, quoted in the margin,[†] had produced the unfavourable impression therein communicated to him. We at the same time forwarded to your Honourable Court a copy of the reply we had caused to be returned to Captain Barr on the 11th August last, furnishing him with the information he had solicited.

6. We now beg to forward copy of a further letter from Captain Barr, dated the

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[*] 28. "We observe that it was stated by Raghoba to the Committee of Secretaries, that a report had reached the ears of Captain Barr, to the effect that Captain Macdonald, of the 22d regiment, on your establishment, had received 1,400 rupees of the money sent to Bombay from the firm of Hurree Bhugtee, for the purpose of inducing him to use his influence with Colonel Outram; Raghoba, however, contradicted the report, and said that the money received by Captain Macdonald was money which, though obtained from the agent of Baba Nafra, was raised by pledging his (Raghoba's) jewels, and was lent to Captain Macdonald as belonging to Raghoba himself. You do not seem to have attached any importance to this rumour. But we are so solicitous concerning the character and conduct of our servants in India, and so jealous of every imputation that may directly or indirectly be cast upon them, that we think it desirable that you should call on Captain Macdonald and on Captain Barr for further explanations; and, if necessary, institute an inquiry into the facts of the case."

[†] "With reference to your two letters, dated the 31st December last, and to the evidence given by you during the following month, before the Committee of Secretaries, on points connected with some late Baroda intrigues, I am directed to inform you, that the Right honourable the Governor in Council considers that, in the conduct of that portion of the investigation into these matters which was entrusted to your management, you have evinced so great a want of energy, decision, and accuracy of recollection, as to impress his Lordship in Council most unfavourably in regard to your capacity or zeal in the service of Government."

Intrigues at Baroda and Bombay.

the 3d September last, endeavouring to exculpate himself from the censure passed upon his proceedings in the Government letter of the 26th May last, and in the 20th para. of your Honourable Court's despatch to this Government, dated the 23d June last, No. 19. For our sentiments on this communication we beg to refer to two Minutes by our Right honourable President, dated the 25th September, and the 9th instant, and to state that we have informed Captain Barr that his explanation has failed to alter the unfavourable opinion entertained by Government of his proceedings on the occasion referred to.

7. In the 17th para. of our despatch, No. 76 of 1852, above alluded to, we stated that, for the reasons therein mentioned, we had informed Mr. G. Smith, late Second Assistant in the Political Department of the Secretariat, that pending a reply to his memorial to your Honourable Court, forwarded with our political despatch dated the 24th July last, No. 73, he could not be re-employed in the Government service. We now beg to report that Mr. Smith has subsequently emigrated to Australia, having left Bombay for that purpose on the 27th September last.

8. In continuation of the 18th and 19th paras. of our despatch above alluded to, we beg to state that Mr. R. L. Cole, Head Assistant in the office of the Military Accountant, Bombay, having failed to return to his duties at the expiration of the leave to England, improperly granted to him by Mr. Price, the (acting) head of his office, he has been struck* off the list of Government servants at this Presidency, as having been absent beyond the limits, and without leave.

We have, &c.
(signed) *D. A. Blane.*
A. Bell.

Bombay Castle, 16 November 1852.

EXTRACT Political Letter to Bombay, dated 6 April (No. 13) 1853.

Answer to Political Letter, dated 16th November (No. 115) 1852.

(Paras. 1 & 4.) and 3 of Letter 31st December (No. 138) 1852. Inquiry into certain pecuniary transactions of Captain Macdonald, 22d Regiment Native Infantry, alleged to be connected with intrigues at Baroda.

2. RAGOBA MAROBA had stated to Captain Barr (as appeared from a note made by that officer at the time), that 1,400 rupees of the money sent to Bombay by the firm of Hurree Bhugtee had been paid to Captain Macdonald "in the hope that Captain Macdonald would assist Baba Nafra's business with Colonel Outram, in consequence of Captain Macdonald's great friendship with that gentleman."

3. Ragoba afterwards contradicted this statement, and having been again examined, denied having made it. There is no other evidence against Captain Macdonald; and it is certain that Ragoba holds that officer's bond for the amount, as a loan from himself; on which, however, no interest has been paid, or, as we understand the case, demanded.

4. We think that the matter ought to have been referred to Captain Macdonald for any observations he might wish to make, and we only refrain from directing that such reference be made, because Captain Macdonald has since been permitted to resign the service.

(5 & 6.) Transmitting a letter from Captain Barr, endeavouring to exculpate himself from the censure passed on his proceedings with reference to the Baroda inquiries.

5. Having read and considered Captain Barr's explanations, we have to remark, that the misunderstanding which occurred respecting the conditional pardon which Captain Barr was authorised to offer to Mr. Cole, would not have arisen if your Government had given an official answer to the official application from Lieutenant-colonel Outram on the subject. At the same time we think that Captain Barr committed an error of judgment in not informing Lieutenant-colonel Outram of the communication he had received from the Secretary to Government.

(7.) Mr. G. Smith, late Second Assistant in the office of the Political Secretary, has emigrated to Australia.

6. No remark.

(8.) Case of Mr. Cole.

7. Answered with paras. 18 and 19, of letter dated 28th August (No. 76) 1852.

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* *Vide* the proceedings which form Collection No. 3, accompanying this despatch.

Intrigues at Baroda and Bombay.

No. 116 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. In our despatch, dated the 3d February, No. 15 of 1852, we reported to your Honourable Court the circumstances under which Mr. Daniel Marston, a junior assistant in the Political and Secret Departments of the Secretariate, had been dismissed from his situation, and declared incapable of re-employment under Government; and with a further despatch, dated the 4th March last, No. 27, we forwarded an original memorial from that individual to the address of your Honourable Court, appealing against this proceeding.

2. The receipt of both the above despatches was acknowledged in your Honourable Court's letter to this Government, dated the 23d June last, No. 19, and our proceedings with reference to Mr. Marston were therein approved; but no allusion having been made to his memorial referred to in the preceding paragraph, we have, as already intimated* in the resolution of our Government on the 6th and 7th paras. of your Honourable Court's letter above-mentioned, deferred, pending further orders, making any communication to him of your Honourable Court's decision in his case.

3. We now beg to forward, in original, a further memorial from Mr. Marston, dated the 23d ultimo, reiterating his appeal against his dismissal from the service of Government, and to state that we see no grounds for a re-consideration of our decision in this case.

We have, &c.

Bombay Castle,
16 November 1852.

(signed) *D. A. Blane.*
A. Bell.

Extract Political Letter to Bombay; dated 6 April (No. 13) 1853.

Answer to Political Letter, dated 16th November (No. 116) 1852.
Further memorial from Mr. Daniel Marston, respecting his dismissal.

8. You will inform Mr. Marston that the decision of your Government on his case has our entire approbation.

9. You would have been fully justified in returning to that individual a document containing allegations so unjustifiable and offensive, as to be in itself a sufficient ground for his positive exclusion from the service of Government.

No. 123 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

In continuation of the correspondence noted in the margin,† we beg to forward to your Honourable Court an extract from our further proceedings in the case of Raghoba Moroba, a clerk in the office of Captain Barr, military paymaster at this Presidency, one of the persons implicated in the recent Baroda intrigues; and

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* *Vide* Political despatch from the Bombay Government, dated 28 August, No. 76 of 1852.

† 1. Political despatch from the Bombay Government to the Honourable Court, dated the 3d April, No. 37 of 1852.
2. Reply from the Honourable Court, dated the 23d June, No. 19 of 1852, para. 20, *et seq.*
3. Further despatch from the Bombay Government, dated the 28th August, No. 76 of 1852, para. 16, *et seq.*
4. Ditto, ditto, dated the 16th November, No. 115 of 1852.

Intrigues at Baroda and Bombay.

and to state that, for the reasons mentioned in our Chief Secretary's letter to Captain Barr, dated the 30th ultimo, we have directed the dismissal of this individual from the service of Government.

We have, &c.
(signed) *Falkland.*
Frederick Fitzclarence.
D. A. Blane.
A. Bell.

Bombay Castle,
3 December 1852.

Extract Political Letter to Bombay, dated 6 April (No. 13) 1853.

Answer to Political Letter, dated 3d December (No. 123) 1852.
Case of Ragoba Maroba.

14. The promise of impunity made to this individual was conditioned on his fully disclosing all that he knew respecting the subject under investigation. We entirely agree with you that he has not fulfilled this condition, and we approve your having dismissed him from his employment, and declared him ineligible to serve Government.

No. 139 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

With reference to the extract quoted in the margin,[*] from your Honourable Court's Political Letter to the address of this Government, dated the 23d June, No. 19 of 1852, and to the correspondence noted in the margin,[†] we beg to forward to your Honourable Court copy of the reply we have received (dated the 14th instant) from Mr. Le Messurier, our Advocate-general, to the reference, we stated in the 16th para. of our Political Despatch, dated the 28th August last, No. 76 of 1852, we had made to him for his opinion, whether any means could be adopted by Government for bringing Mr. Craig to justice for the offence alluded to by your Honourable Court. From his reply your Honourable Court will perceive that it is not, and has not at any period been, in our power by legal proceedings to bring this individual to justice.

2. With reference to the 9th and 10th paras. of your Honourable Court's Political Letter, dated the 23d June, No. 19 of 1852, we beg to forward a copy of a letter from Mr. Davies, Resident at Baroda, dated the 25th September last, in reply to the reference we stated in the 12th para. of our Political Despatch, dated the 28th August last, No. 76, we had made to that gentleman for his opinion, whether there is any point connected with the revelations arising out of the correspondence of the banker Nurbbeyram Koobier, intercepted by Lieutenant-colonel Outram, C.B., shortly before his leaving the Baroda Residency, on which further inquiries can be instituted with any prospect of advantage. For our sentiments on this communication we beg to refer to our Right honourable President's minute, dated the 20th instant, concurred in by the Honourable Mr. Blane.

3. In continuation of the 2d and 3d paras. of our Political Despatch, dated the 6th ultimo, No. 115 of 1852, we beg to state, that under the circumstances explained

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[*] Para. 22. "Mr. Craig, who, if the statements made are correct, was the principal culprit, left Bombay for Calcutta on leave of absence soon after the date of his alleged offence, and, not having returned, was struck off the establishment. He is stated to have been since residing at Chandernagore. The testimony to his having received the 12,200 rupees is direct and positive; and though, as Mr. Acland said, he could not with any good effect be indicted for a conspiracy to bribe a member of Government (an offence which there is not the slightest proof of his having attempted), he is evidently liable to a prosecution for obtaining money on false pretences. We expect that you will not neglect any means you may possess of bringing this individual to justice."

[†] Political letter from the Bombay Government, dated the 28th August, No. 76 of 1852, para. 16. Ditto, ditto, dated 16th November, No. 115 of 1852, para. 2. Ditto, ditto, dated 3d December, No. 123 of 1852.

Intrigues at Baroda and Bombay.

explained in the proceedings which form Collection No. 3, we, on the 4th instant, permitted (through the Military Department) Captain M'Donald, of the 22d regiment Bombay Native Infantry, to resign the Honourable Company's service from that date.

We have, &c.

(signed) *Falkland.*
Frederick Fitzclarence.
D. A. Blane.

Bombay Castle,
31 December 1852.

EXTRACT Political Letter to Bombay, dated 24 May (No. 28) 1853.

Answer to Political letter, dated 31st December (No. 139) 1852. (Para. 1.) Reply of the Advocate-General to the reference respecting the possibility of taking legal measures against Mr. Craig.

19. We fear that we must acquiesce in the opinion of the Advocate-General, that the fact of Mr. Craig's being out of the jurisdiction of our Courts was a bar to your taking any measures for bringing him to justice; we see no validity in any of the other considerations urged by Mr. Le Messurier on the subject. If Mr. Craig had come within the jurisdiction of any British Court, the difficulties which might have attended the attempt to obtain his conviction ought not to have prevented an effort from being made for that purpose. But we understand from the newspapers that Mr. Craig died at Chandernagore.

20. We entirely agree with Mr. Le Messurier, that the Legal Remembrancer and the Assessor to the Court of Petty Sessions, officers receiving salaries from Government, ought to be interdicted from acting professionally in any way adverse to the Government; and we desire that orders to that effect be issued immediately on the receipt of this despatch, if that proper measure should not have been antecedently adopted.

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24 May (No. 29) 1853.—Political Department.

Our Governor in Council at Bombay.

Investigations at Baroda.

1. We now reply to para. 2 of your Political Letter, dated 31st December (No. 139) 1852, transmitting the reply of Mr. Davies, the Resident at Baroda, to the reference made to him, at our desire, for his opinion whether any further inquiries can be instituted with advantage on any point connected with the resolutions contained in the correspondence of the banker Nurbheyram Kobier.

2. Mr. Davies is of opinion that, "looking to the period which has elapsed since the Nurbheyram papers were first brought to light, coupled with the evidently surreptitious manner of their production, to the absurdity of the means proposed of accomplishing the ostensible object, to the possibility, not to say probability, that Nurbheyram and his nephew, Bhanabhaee or Bhooria, may now disavow their former evidence; and lastly, to the fact that the accused party, his Highness's minister, was not at the time put upon his defence, and that his complicity rests upon the sole unsupported fact of his name being used by other parties, no prospect of advantage appears likely to follow a resuscitation of the question, but that, on the contrary, Government might seriously compromise its dignity in the event of the inquiry ending unsuccessfully."

3. We cannot but feel the force of the considerations urged by Mr. Davies, and concurred in by your Government; and being convinced that no useful result could be obtained by a further prosecution of these inquiries, we do not wish that they should be revived.

4. We regret that this determination necessarily precludes any prospect of ascertaining the truth in this matter, and of either disproving the alleged attempt to bribe persons holding high situations in your Government, or punishing the persons involved in these corrupt transactions; if the reality of the intended attempt should have been substantiated by the inquiry.

Intrigues at Baroda and Bombay.

5. We cannot refrain from observing, that whatever chance there might have been of arriving at either of these results, has been entirely lost in consequence of the view taken and the course adopted by you.

6. In our despatch of June 23d (No. 19) of 1852, we observed upon the remissness which we thought was displayed by you in 1851, and we have seen no reason to alter our opinion in this respect.

7. Whatever might have been the result of the inquiry, whether the guilty intention of offering bribes had been brought home to Bhow Tambeykur, who is practically the minister of the Guickwar, or only to Nurbeyram and Bhooria, or whether the transaction had been shown to be an attempt on their part to extort money by pretences known by themselves to be false, of access to and influence over British officers, the result must have been equally to the credit of the British Government and its officers; and we regret deeply that no proceedings have been taken, or are now likely to be attended with advantage in this case.

8. We feel most strongly that it is an object of primary importance to preserve above all suspicion, in the eyes of the natives of India, the purity and incorruptibility of the administration of our Governments; and that any remissness on their part in prosecuting a full and searching inquiry into any matter from which imputations on that purity have arisen, or could possibly arise, is but little calculated to remove impressions unfavourable to the character of our officers.

9. It is useless, however, to recur further to the past; our reliance for the future must be on the measures to be taken by you for preventing any such corrupt intrigues, and for removing the impression of even the possibility of their being successful.

We are, &c.
(signed) *R. Ellice.*
J. Oliphant.

London, 24 May 1853.

No. 18 of 1853.—Political Department.

To the Honourable Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. WITH our despatch, dated the 3d December last, No. 123 of 1852, we forwarded to your Honourable Court copies of two anonymous letters, which, under dates the 9th and 19th May 1845, were addressed to Mr. J. P. Willoughby, then Chief Secretary to Government, on the subject of certain alleged intrigues connected with Baroda.

2. From the proceedings we now have the honour to forward, your Honourable Court will observe, that from information which lately reached this Government, there appeared to be grounds for believing that the above letters were written by Mr. George Evans,* an Indo-Briton, who upwards of 20 years since was employed as a clerk at the Baroda Residency, and now residing in the Jodhpoor territory.

3. We accordingly caused a reference to be made to Lieutenant-Colonel Sir Richmond Shakespeare, and in reply, that officer, on the 10th December last, informed us that this person is in the employment of the Maharaja of Jodhpoor.

4. Sir Richmond Shakespeare at the same time forwarded, in original, a letter to his address from Mr. George Evans, dated 9th December last, the handwriting of which, and of a communication that person has subsequently addressed to our Chief Secretary (copies of both accompany this despatch), is extremely similar to that of the two anonymous letters above alluded to, which were received by Mr. Willoughby

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* *Vide* para. 14 of Political despatch from the Bombay Government to the Honourable Court, dated the 16th September, No. 38 of 1840.
Reply to, from the Honourable Court, dated the 10th February, No. 2 of 1841, para 6.

Intrigues at Baroda and Bombay.

Willoughby in the year 1845. This and other corroborative circumstances alluded to in our Right Honourable President's minute, dated the 23d ultimo, in our opinion, scarcely leave any moral doubt of the identity of Evans as their author.

5. We have accordingly caused a letter, to which we beg to refer, to be addressed to the Political Agent at Jodhpoor, to the effect of Enclosure No. 13 to the collection accompanying this despatch.

We have, &c.
(signed) *Falkland.*
D. A. Blane.
A. Bell.

Bombay Castle, 12 February 1853.

EXTRACT Political Letter to Bombay, dated 11 May (No. 25) 1853.

Letter from, dated 12th February (No. 18) 1853.
Correspondence and inquiries respecting two anonymous letters relating to intrigues at Baroda, which were addressed to Mr. Willoughby in May 1845.

5. THESE letters were recalled to your notice by circumstances which transpired in the inquiry into the conduct of Ragoba Moroba. Internal evidence, combined with similarity of handwriting, rendered it probable that the letters in question were written by one George Evans, formerly a clerk in the Baroda Residency Office, in which situation he was proved to have betrayed his trust by communicating official information to the Guicowar. He subsequently obtained employment under that prince; but was dismissed from it on a requisition from your Government. As he is now, or was lately at Jodhpore, a candidate for employment under the Rajah of that state, we approve your having communicated the circumstances of the case to the Political Agent at Jodhpore; and we cannot doubt that that officer will have considered the said George Evans as not a proper person to "be employed under any native Durbar" connected with the British Government.

Extract Bombay Political Consultation, July 1852.

MINUTE by the Honourable Mr. *Blane.*

1. I MUCH regret being unable to view Mr. Smith's conduct otherwise than in a most unfavourable light.

2. Mr. Smith's confession, in his evidence before the committee, that he was aware of the large sums mentioned by him being paid for writing petitions, and that the writer did, for that purpose, avail himself of his knowledge of office matters, amounts, in my opinion, to connivance at bribery.

3. It was surely Mr. Smith's duty to make known such a fact to the head of the office; and his failure to do so appears to me fully to have incurred the penalty of dismissal from his present situation.

4. At a personal interview requested by Mr. Smith, since my return from Madras, he represented in explanation that he believed it to be customary to write petitions, and receive payment according to the result; but this, so far from being any justification, is in fact the very essence of the deception by which, in nine cases out of ten, bribes are obtained, and constitutes the most aggravated feature of the evil we are seeking to correct; for it is only by taking credit for influencing the result, that such incommensurate remuneration can be supposed to be exacted.

5. The present occasion, moreover, is one in which I consider it more peculiarly incumbent upon Government to demonstrate the earnestness of its efforts to suppress the much bruited corruption amongst its official subordinates, by visiting with exemplary severity any complicity, even of connivance, when brought home to any of them, and consequently that no exception in Mr. Smith's favour would be justifiable.

Intrigues at Baroda and Bombay.

6. On the other points, I concur mainly in the views expressed by the Right Honourable the President. I can perceive nothing exculpatory of the part taken by Captain Barr, though I would fain believe that he must have been acting under some misapprehension.

23 April 1852. (signed) *D. A. Blane.*

Minute by the Right Honourable the Governor.

I adhere to my opinion that Mr. Smith should not be deprived of all hope of procuring a livelihood in any Government office. The office of the Chief Secretary being shut against him, he will almost as a matter of course be employed in a capacity inferior to that which he has hitherto filled in any department he may enter. His fault I admit to have been a grievous one, but it was committed some years ago; and as in the interim he appears to have acted irreproachably, I conceive that he will be sufficiently punished for his reprehensible conduct by the course I propose.

28 April 1852. (signed) *Falkland.*

Further Minute by the Honourable Mr. *Blane.*

I have no further remark I wish to offer.

1 May 1852. (signed) *D. A. Blane.*

Minute by the Honourable Mr. *Bell.*

I must confess I do not view Mr. Smith's conduct in the aggravated light in which it is considered by my colleagues, Messrs. Blane and Warden, considering the peculiar position in which he stood to Mr. Craig; and I concur generally in the views of the secretaries before whom the inquiry was carried on, though I do not absolve him altogether from blame.

1 May 1852. (signed) *A. Bell.*

Minute by the Honourable Mr. *Warden.*

I have no further remark to make.

4 May 1852. (signed) *J. Warden.*

Further Minute by the Right Honourable the Governor, concurred in by the Board.

Orders may now be issued.

(signed) *Falkland.*
D. A. Blane.
A. Bell.
7 May 1852. *J. Warden.*

No. 2379 of 1852.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to the Military Accountant.

Sir,

It having come to the knowledge of the Right Honourable the Governor in Council that Mr. R. L. Cole, an assistant in your office, has, independently of that appointment, acted for some time past as a confidential clerk to Mr. Howard, the barrister, I am directed to request that you will communicate to him the displeasure of Government at his having, without its previous sanction or

Intrigues at Baroda and Bombay.

or authority, simultaneously held these appointments, and require him forthwith to resign one of them; reporting to Government which of the two he may prefer abandoning.

2. You will, at the same time, warn Mr. Cole, that any deviation hereafter from the rules laid down in the Government notification of the 30th September 1843, and circulars of the 20th June 1851, will subject him to immediate dismissal from the service of Government.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle, 26 May 1852.

No. 2381 of 1852.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to Captain *H. Barr*, Bombay.

Sir,

With reference to your two letters, dated the 31st December last, and to the evidence given by you during the following month before the committee of secretaries, on points connected with some late Baroda intrigues, I am directed to inform you, that the Right Honourable the Governor in Council considers that in the conduct of that portion of the investigation into these matters which was entrusted to your management, you have evinced so great a want of energy, decision, and accuracy of recollection, as to impress his Lordship in Council most unfavourably in regard to your capacity or zeal in the service of Government.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle, 26 May 1852.

From *G. Smith*, Esq., Second Assistant Political Department, Secretariate, Bombay, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

It having been intimated to me in Mr. Secretary Goldsmid's letter, No. 2378, of the 26th ultimo (in reply to my representation of the 10th April last), that Government had decided upon my removal from my present situation under you, I feel that I am called upon, in justice to myself and my family, to use every proper means to remove the stigma which attaches to me, and to avert the (to me) ruinous consequence of that decision.

2. I am induced, therefore, to beg that you will be so good as to lay before the Right Honourable the Governor in Council my respectful request that the accompanying memorial,* which I have taken the liberty to address to the Honourable Court of Directors, may be forwarded to that authority. I earnestly hope that the circumstances therein submitted may weigh with the Right Honourable the Governor in Council, and induce him to reverse the judgment which has been pronounced against me, and to relieve me from the effects of a punishment which, I trust, I may be pardoned for saying, it is my conscientious conviction I have done nothing to deserve.

* In triplicate.

3. I would further humbly solicit, if this my appeal to his Lordship in Council should unhappily not be successful, that, as the period during which I am permitted to continue in my present situation will soon be passed, the memorial may, if possible, be transmitted to the Honourable Court by the mail of the 25th instant.

4. I beg to hand up the originals of the testimonials, copies of which are attached to the memorial, in view to the verification of the latter, if necessary; and I respectfully request the favour of the former being returned to me when they may be no longer required for that purpose.

I have, &c.
(signed) *G. Smith*.

Bombay, 19 June 1852.

Intrigues at Baroda and Bombay.

To the Honourable the Court of Directors for the Affairs of the Honourable East India Company, London.

The humble Memorial of *George Smith*, a Clerk in the Political Department of the Government, Secretariate, Bombay; dated 19 June 1852.

1. Impressed with deep respect towards your Honourable Court, and sensible of the consideration which allows to the humblest of your servants, as well as the highest functionaries in your employ, a like freedom of access, your memorialist ventures, as briefly as possible, to lay his case before your Honourable Court.

2. Your memorialist has been employed for 15 years as a clerk in the Secretariate, and, for upwards of six years of that period in the Political Department, in which your memorialist is at present the second assistant. During this time he has every reason to believe his conduct has given satisfaction to his superiors, as indeed is well evinced by his advancement to his present grade.

3. Nearly two years ago, a communication from Colonel Outram, the Resident at Baroda, was shown to your memorialist by Mr. A. Malet, Chief Secretary to Government, in which indistinct reference was made to some party in the Secretariate who was connected with Baroda intrigues, and who was spoken of as one "Crek" or "Crik" in native documents, but whose denomination in this way Colonel Outram considered merely to indicate a "clerk" in the office. On this occasion, your memorialist, without any reservation whatever, when such could have been practised probably without detection, but with unwavering fidelity to the Government, informed Mr. Malet that, in his opinion, the party thus indicated was none other than your memorialist's brother-in-law, a Mr. Craig, who had lately left the Secretariate, and of whose conduct in the private relations of life your memorialist had lately begun to form the worst opinion, and whose wife had mentioned that he had received 2,000 rupees from some natives for work rendered to them. Though your memorialists actually knew nothing of his own personal observation of the dealings of Mr. Craig with the natives, he considered himself from this date ready, at the call of his superiors, to communicate to them whatever he had learned or supposed of these dealings, either by report or even mere suspicion.

4. About five months ago, your memorialist was called before a commission of secretaries, consisting of Messrs. Malet and Goldsmid, and Colonel Melville, and was informed by them, that a native had said that your memorialist had been present on some occasions when natives had visited Mr. Craig. On this occasion, (and with a view to facilitate the inquiries which were being made), your memorialist frankly said that when Mr. Craig occupied a bungalow in part of his compound, he had seen natives occasionally with him; and repeated what he had told Mr. Malet about 20 months before.

5. Your memorialist, on being some time afterwards* informed by Mr. Malet that it was in contemplation of Government to require him to vacate his appointment for not giving the information at an earlier period which your memorialist had lately communicated, addressed the following memorial to the Bombay Government:—

* 25th March 1852.

"To the Right Honourable Viscount *Falkland*, G.C.B., Governor in Council, Bombay.

"The humble Memorial of *George Smith*, a Clerk in the Political Department of the Secretariate.

"Your memorialist begs most respectfully to represent that it has been intimated to him, by Mr. A. Malet, the Chief Secretary to Government, that your Honourable Board are about to pass an order requiring your memorialist to vacate the situation he holds in the Political Department of the Secretariate, and to seek for employment in some other branch of the public service.

"2. The ground of such order, your memorialist is given to understand, is that your memorialist failed to give information so early as it is now considered he

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he ought to have done, that Mr. Craig, then a clerk in the same department as your memorialist is now employed in, and who stood in the relation of brother-in-law to your memorialist, had written petitions for natives, and received payment for so doing.

"3. Your memorialist submits that, in estimating the degree, or even the existence of culpability on the part of your memorialist in this omission or delay, it is necessary to bear in mind that, however the badness of Mr. Craig's character has been made apparent by the facts which have since come to light, he bore at the time when it is now considered to have been the duty of your memorialist to have informed against him, the character of an honest man, and your memorialist, as well as others, not excluding his official superiors, believed him to be an honest man.

"4. The circumstance referred to occurred some years ago. Your memorialist's sister-in-law mentioned incidentally that her husband had been paid 2,000 rupees for some work which he had done. This communication did not arouse in your memorialist's mind any suspicion against Mr. Craig's fidelity to Government. Your memorialist believed that, whatever money he might have so received, had been paid *boná fide* for petition-writing, and there was nothing otherwise in it to lead your memorialist to suppose that Mr. Craig had been guilty of any breach of trust. Your memorialist had no wish to shield a criminal, but there was no circumstance at that time known to him, to lead him to suspect that information was being carried out of the office by Mr. Craig.

"5. The fact stated by your memorialist to the commission of secretaries which recently sat, that at the period above alluded to Mr. Craig resided in the same house as your memorialist, may tend to create an impression that your memorialist must have well known what Mr. Craig's practices were. To remove such an impression, your memorialist begs to be permitted to explain that the apartments which Mr. Craig occupied, with his family, though let as a portion of the house of your memorialist, had a separate compound and entrance, and for all purposes of privacy were a separate house. There was, indeed, a private communication up-stairs, between the sleeping apartments of the two families, and it was while casually in Mr. Craig's apartments that your memorialist, on two or three occasions, observed natives with him in an adjoining verandah. Your memorialist, however, never mixed with them, nor did he concern himself in any way about their proceedings; neither did he ever see Mr. Craig writing a petition, nor did he know that he had received money for so doing, until he casually heard his sister-in-law say so.

"6. Your memorialist would respectfully urge upon the consideration of your Honourable Board, the fact that he was not in a position to accuse Mr. Craig, for if he had reported what he had heard to his superiors, the accused would, beyond all doubt, have denied the fact; and your memorialist, being without any evidence, would have been held up as a calumniator and slanderer of an honest man, for such Mr. Craig was then believed to be, and that man, too, your memorialist's brother-in-law.

"7. Your memorialist begs further to urge, that he himself, after all, was the first to point directly to Mr. Craig as a guilty party. About 20 months ago, on being shown by the Chief Secretary a letter from Colonel Outram, in which some party connected with Baroda intrigues was indistinctly indicated, your memorialist immediately stated his belief that it could be no other than Mr. Craig, whose bad conduct in the private relations of life had some time before made it apparent to your memorialist that he was utterly untrustworthy and devoid of principle; though it was not until your memorialist had seen the Resident's letter, that he was led to connect what was there stated with what he had heard from his sister-in-law. Your memorialist submits that, under these circumstances, he could not have come forward at an earlier period with an accusation against his brother-in-law. As soon as he could he did not hesitate to do so.

"8. When your memorialist appeared before the commission, he knew that he was in the hands of honourable and discerning men, before whom an innocent man had no need to assume the reserve of a defendant; and that it was his duty,

frankly

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frankly and freely, to state every fact and every particular that might by any means be useful in furthering the ends of justice.

"9. Your memorialist throws himself upon the consideration of your Honourable Board. The measure contemplated is one of extreme severity, and will, if carried out, involve himself and family in great suffering; and will fix a stigma upon his character which he has not merited. He cannot, therefore, but hope that the explanations he has now submitted will remove from your Honourable Board the feeling that he is deserving of punishment in this matter.

"And your memorialist, as in duty bound, &c. &c. &c.

"(signed) *G. Smith.*"

"Bombay, 10 April 1852."

6. To this memorial the following answer was received:—

"No. 2378 of 1852.—Political Department.

"From *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay, to *G. Smith*, Esq., Second Assistant Political Department, Secretariate, Bombay.

"Sir,

"I AM directed to acknowledge the receipt of your memorial, dated the 10th ultimo, and to inform you that, considering your conduct, as elicited on your recent examination before the committee of secretaries, as a bar to your remaining in the appointment you now hold, the Right Honourable the Governor in Council declines to interfere with the intimation which has been made to you by the Chief Secretary to Government, that you cannot be retained in your present situation in the Political Department of the Secretariate.

"2. I am at the same time desired to intimate to you, that you are not debarred from employment in any other Government office; and that you will be allowed to retain your present appointment for four months from the present date, in the expectation that in that time you will succeed in obtaining employment elsewhere.

"I have, &c.

"(signed) *H. E. Goldsmid*,

"Secretary to Government."

"Bombay Castle, 26 May 1852."

7. Your memorialist is not informed in this reply in what respect his conduct is deemed to be a bar to his remaining in his present situation. He is, therefore, unable to give any explanation with respect to it. He submits, however, though with much deference, that his conduct throughout this affair has not been other than the generality of men would, in like circumstances, have pursued, without prejudice to their integrity or reproach to their character.

8. He, however, craves permission to notice one expression in the above reply, since its tendency is to produce an unfavourable impression against your memorialist. It is, "your conduct as elicited on your recent examination before the committee of secretaries." Your memorialist begs to submit that these words convey an insinuation for which there are no sufficient grounds; for, in truth, the commission can hardly be said to have "elicited" information by the "examination" of your memorialist. On the contrary, your memorialist's deposition was given in a narrative form, with fulness and freedom, and without any reservation whatever.

9. Questions were certainly asked your memorialist as he proceeded with his statement, principally, as it appears to him, with the view of arriving at a clear understanding of what he said; but he does not recollect any question of importance except the following, viz., whether he did not consider 2,000 rupees a large sum for writing a petition. The question did not, however, bear upon your memorialist's conduct, but called for an expression of his opinion. Your memorialist replied that he "did not."

10. Setting aside the suddenness of his reply, and the fact of his speaking without weighing all the relations of the question, your memorialist would

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mention the impression on his mind at the moment on which he acted, which simply was, that 2,000 rupees was not an incredible sum to be paid by natives when large interests were at stake, and to be received by such a man as Mr. Craig for work done; not indeed for one single document, as the word "petition" no doubt strictly means, but for that and all the collateral work required in its preparation, which might have taken up a great deal of time, and involved no small amount of labour. This was the idea in your memorialist's mind, though unhappily he failed to express it; his object was not to vindicate Mr. Craig for receiving this money, if he had obtained it according to the report which your memorialist heard, but to corroborate any information which Colonel Outram had obtained with respect to the improper reception of money by Mr. Craig.

11. In fully expressing his sentiments, your memorialist may have unintentionally given to his statement a character which has operated prejudicially to himself. But he humbly trusts that in consideration of the entire merits of the case, he may not be considered blameworthy, since his intentions were strictly honest, and his only object was to aid the Government, as far as his testimony might go, in the inquiries they were prosecuting.

12. Your memorialist, moreover, humbly begs that, in estimating any seeming inconsistency or discrepancy on his part, it may be borne in mind that he was called before the commission without a moment's previous warning to collect his thoughts. In fact, he was taken from his desk at which he was engaged, without the remotest expectation that he would be required to attend, and without even being aware for what purpose the commission, which sat with closed doors, had been assembled.

13. Your memorialist has already explained that, but for the circumstance of his having been shown the letter from Colonel Outram, it could not have occurred to him that Mr. Craig had been unfaithful to his trust, and that it was not in his power to have made any representation against him at an earlier period than he did; and he submits that, taking even the most unfavourable view of his case, the fault alleged against him cannot be attributable to more than an error in judgment, an error which prevented him, at a period when nothing was heard of native intrigues, and at a time when his brother-in-law bore a good character, from attaching that importance which he afterwards did to the remark of his wife, that her husband had received payment from natives for work rendered to them.

14. Should it be argued that suspicion of wrong-doing ought at the time to have been aroused in your memorialist's mind, he can only state that no such suspicion did arise; and in saying this, he trusts he will be as fully believed as he is in regard to those parts of his deposition, which are deemed by the Government to tell against him.

15. Your memorialist has not been guilty of fraud, or dishonesty, or any act of moral turpitude, in thus failing to perceive the existence of a fault in another; and he respectfully submits that the offence alleged against him is not one requiring the heavy punishment about to be inflicted on him, but rather comes within the class of those minor faults which the orders contained in your Honourable Court's despatch to the Government of India, No. 42 of the 6th August 1851, expressly direct shall not be followed by so severe a penalty.

16. In support of this, your memorialist would respectfully advert to the fact, that although by the orders of Government conveyed in Mr. Secretary Goldsmid's letter above transcribed, your memorialist is dismissed from one Government situation, it is in the same letter declared that he is not debarred from employment in any other Government office; and Government, in fact, officially in a manner recommend your memorialist to other employ. Your memorialist disclaims any purpose of arguing with his official superiors, or of reflecting on an act of theirs, conceived perhaps in kindness to himself; still he would, however, respectfully observe, that if the fault imputed to him had really deserved dismissal, he would not have been deemed worthy to be allowed to remain four months in the Political Department, after official notice given, nor of being declared to be eligible for employ elsewhere in the public service. He, therefore, ventures deferentially to submit that the offence, whatever it has been, cannot be

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be considered to be of that nature requiring the punishment now hanging over him.

17. And although the Government has not debarred your memorialist from being employed in any other public office, and has moreover permitted him to remain in his present situation for a period of four months, in the expectation that by that time he will succeed in getting employment elsewhere, this, though it delays the stroke, is not likely to diminish its weight; for the experience of the last three months has taught your memorialist, that with the displeasure of Government resting upon him, however that displeasure may seem to be tempered, there is little hope of his succeeding, and even if he were to succeed in obtaining another situation, the fact of his having had to leave his present office could not but be associated with an unmerited stain on his character, and in all probability by a considerable sacrifice of salary: a matter of the utmost moment to your memorialist, who has a large family to maintain.

18. Your memorialist begs to subjoin a few testimonials* to his character. He leaves his case in the hands of your Honourable Court, in the hope that your Honourable Court will not, after a servitude of fifteen years, and at his present age in life (40 years), deem it requisite for the public service to cast him adrift in the world without pecuniary support, and with a blemished reputation; for such, if put into force, will be in effect the decision of the Bombay Government.

And your memorialist, as in duty bound, will ever pray.

Bombay, 19 June 1852. (signed) *G. Smith.*

Mr. G. Smith was employed in the Political Department of the Secretariate, as an extra examiner and assistant, from the 1st June 1837 to the 31st January 1838, during which period he was both steady and attentive. He left my employment for a more lucrative situation in another department of the Secretariate.

(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay, 4 March 1843.

Mr. G. Smith was employed as an examiner and indexer in the Revenue and Financial Departments of the Government Secretariate, from the 1st February to the 30th June 1838, and performed his duties in a very creditable manner. He obtained permission to resign his employment, on his being offered a superior situation in the department of the Military Secretary to Government. Mr. Smith has very good abilities, and I had every reason to be satisfied with his conduct.

Bombay Castle,
2 March 1843.

(signed) *L. R. Reid,*
Chief Secretary to Government.

Certified that Mr. G. Smith has been an examiner in my office since the 1st July 1838, and has fully maintained the character which I received from Doctor Smyttan regarding him, and on which I was induced to place him in the situation. He is highly respectable, steady, and useful in his department.

(signed) *E. M. Wood,*
Secretary to Government,
Military and Marine Department.

20 February 1839.

Mr. G. Smith held a situation in the Military and Marine Departments of the Bombay Secretariate, from the 1st July 1838 to the 23d October 1840, under the late Colonel Wood. Colonel Wood did not furnish any of the persons employed under him with testimonials. The circumstances connected with his last illness prevented it; and Mr. Smith has applied to me to remedy the omission in his case as far as I can. I can certify to the fact, that the late Colonel Wood was well satisfied with Mr. Smith's services, as he on several occasions expressed himself to that effect; and I can bear testimony from personal observation, that Mr. Smith was uniformly attentive and diligent, and evinced a degree of intelligence that cannot fail to make his services valuable in any public office.

(signed) *N. Spencer,*
Uncovenanted Assistant,
Military and Marine Departments.

Bombay, 3 March 1843.

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* The originals of these have been laid before the Bombay Government.

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Mr. G. Smith entered the general department of the Secretariate, on promotion as second clerk, on the 23d October 1840, and still holds that situation; during that time he has been steady and attentive to his duties, and has by his abilities, and knowledge of the business of the office, been of the greatest assistance, and I can only add that it would be a loss to the department were he to leave it.

(signed) *F. Rouget*,
Assistant to the Secretary to Government,
in the General Department.

Bombay 3 March 1843.

My dear Sir, 25 March 1852.

As you are desirous of obtaining another situation, I may say that you have my permission to endeavour to do so; you have been in your present situation for six years, and have had charge of this office on several occasions, once for about six months, when you conducted the duties in a manner satisfactory to me. I shall have much pleasure in hearing that you have succeeded in your object, in which if I am able I shall be happy to assist you.

I am, &c.
(signed) *A. Malet.*

G. Smith, Esq.

I have been intimately acquainted with Mr. George Smith since May 1845. I have always highly esteemed him for his exemplary sincerity and ingenuousness, and fidelity in all the relations of private life, and I have the most entire confidence that his integrity and conscientiousness as a public man and servant of Government are beyond all suspicion. I believe him quite incapable of anything like perfidiousness or violation of trust.

(signed) *Alexander Gordon Fraser*,
Minister of the Free Church of Scotland
in Bombay.

Bombay, 15 June 1852.

Mr. George Smith having requested me to state what I know of his character, I beg leave to say that I have known Mr. Smith for the last twelve years, and during the greater part of the time intimately. I have always entertained the highest respect for him as a moral and religious man, of the strictest integrity.

Indeed, I have considered him an eminently straightforward character, and am persuaded that if it be that he has erred, as is reported, in not communicating to Government what he had heard of a suspicious nature regarding a relation of his at an earlier period, it was the consciousness of his own rectitude which prevented him from entertaining suspicions of others; that was the sole cause.

(signed) *J. Stevenson*,
Senior Minister Church of Scotland.

Bombay, 17 June 1852.

Mr. George Smith was introduced to me in 1837, by Dr. Smyttan, of the Bombay Medical Board, and since that time I have had constant opportunities of observing his character and conduct, and can freely testify that they have ever appeared to me not only highly creditable to himself, but every way satisfactory to his friends and acquaintances. I believe him to be actuated by the soundest religious principles, and to be honest, faithful and upright in all the relations of life, private and public.

(signed) *John Wilson*, D.D.

Bombay, 17 June 1852.

Mr. George Smith has asked me to state in writing my opinion of his character.

I have known him for the last 15 years. During a part of the time he was employed in the same department with myself in the Secretariate, and I have been intimately associated with him in other ways. I believe him to be strictly honest, upright, truthful, and perfectly trustworthy.

(signed) *N. Spencer.*

Bombay, 17 June 1852.

Intrigues at Baroda and Bombay.

HAVING been requested by Mr. George Smith to furnish him with a statement of what I know of his character and conduct, I beg to say that I became acquainted with him about 15 years ago, and have been in friendly intercourse with him ever since. I know many of his intimate friends. By them, as by myself, he has always been held in high esteem for the rectitude of his principles, and his strictly correct conduct. Mr. Smith was employed as an examiner while I served as an assistant in the Revenue Department of the Government Secretariate.

(signed) *F. Hutchinson,*
Manager Commercial Bank of India.

Bombay, 18 June 1852.

I HEREBY certify that I have known Mr. George Smith, of the Bombay Secretariate, for several years, and that I have always considered him to be a gentleman of the most undoubted integrity.

I have heard of the bad conduct of Mr. R. D. Craig, who had married the sister of Mr. Smith's wife, and that the Governor in Council of the Bombay Presidency has considered that Mr. Smith was to blame in not having made known to the Secretary in the Political Department, in which department Mr. Smith was employed, that he was cognisant of Mr. Craig having assisted natives in the writing petitions to the Government of Bombay.

I have also heard that Mr. Smith has received notice from the Secretary to Government that, after the lapse of a few months, he must vacate his present appointment.

I certify that, from all I have known of Mr. Smith, I do not believe him to be capable of any conduct of such a nature as to justify his being deprived of his situation, in which he has served the East India Company for about 15 years; and I further certify, that I confidently believe, that what I have now stated would be fully borne out by the testimony of all who are acquainted with Mr. Smith, and that such is the opinion of every person that I have heard make mention of the subject.

(signed) *D. M'Cullock,* Merchant, Bombay,
and Chairman of the Commercial Bank of India.

Bombay, 18 June 1852.

MINUTE by the Right Honourable the Governor.

MR. SMITH may be informed that this petition will be transmitted to the honourable Court by the next mail.

2. I should wish the Court to be referred to para. 3 of my minute, dated 17th March; para. 3 of my minute of the 29th idem; and to my minute of the 28th April.

3. The Court will have learned from our proceedings connected with Baroda affairs, that the state of the Political Department of the Secretariate has lately been such as to preclude my interfering with any measures taken by the responsible head for the removal of persons whom he might distrust. Therefore, by para. 3 of the first minute to which I have alluded above, I left it optional with the Chief Secretary to retain or dispense with the services of Mr. Smith.

(signed) *Falkland.*

20 July 1852.

MINUTE by the Honourable Mr. *Blane.*

I HAVE already recorded my views in this matter.

(signed) *D. A. Blane.*

21 July 1852.

MINUTE by the Honourable Mr. *Bell.*

I, TOO, have already recorded my views in this matter; but I would add, that unless Mr. Smith's general character renders his retention in the Secretariate undesirable, his alleged misconduct might be adequately met by a milder penalty than dismissal, by transferring him to either the General, Revenue, or Judicial Departments, on a salary of equal emolument.

(signed) *A. Bell.*

21 July 1852.

Intrigues at Baroda and Bombay.

No. 3258 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *G. Smith*, Esq., Second Assistant Political Department, Secretariate, Bombay.

Sir,

I AM directed by the Right Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 19th ultimo, and to inform you that the memorial therewith submitted to the address of the Honourable the Court of Directors will be transmitted to that authority by the Overland Mail of this day.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle,
24 July 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, 28 August 1852.

No. 3773 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Mr. *G. Smith*, Second Assistant Political Department, Secretariate.

Sir,

WITH reference to Mr. Secretary Goldsmid's letter, dated the 26th May last, No. 2378, intimating to you that, for reasons therein mentioned, you would be required to vacate your present appointment at the expiration of four months from that date, I am now directed by the Right Honourable the Governor in Council to inform you, that in consequence of orders subsequently received by Government from the Honourable the Court of Directors, you cannot be permitted to hold any appointment in the public service pending the decision of that authority on your memorial forwarded to them on the 24th ultimo. Your official emolument will of course cease on the expiration of the four months.

I am, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle,
28 August 1852.

Nos. 3774, 3775, and 3776.

COPY of the above letter to be sent to the Accountant-General, Civil Auditor, and General Paymaster, for information.

(signed) *A. Malet*, Chief Secretary.

Bombay Castle,
28 August 1852.

CIRCULAR.

No. 3778 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Heads of all Departments.

Sir,

THE following extracts, paragraphs 26 and 27, of a despatch from the Honourable Court, bearing date the 23d June 1852, No. 19, are forwarded for your information, and for communication to all the subordinate officers in your department, to whom it should be clearly intimated that Government will rigidly act up to the spirit of the instructions they contain:—

"Para. 26. The malpractices which it has been our painful duty to notice among the subordinate functionaries in the Government offices at your Presidency have been continued through so many years, and are of a character so injurious, both to the public interests and to the reputation of the British Government,

Intrigues at Baroda and Bombay.

Government, that you ought not to shrink from the exercise of any severity which may be necessary for their entire suppression. Prosecution in a criminal court should be had recourse to when legal evidence can be obtained; in any case, all persons either directly or indirectly concerned in the corrupt receipt of money, or in divulging the secrets of Government, or in the clandestine communication of official documents, or being even cognisant of such practices, without bringing them to the notice of their superiors, should be dismissed from office, and their re-employment in any department of the public service strictly interdicted.

"27. In cases where it may not be possible to fix the breach of trust upon a particular individual, but where it may be ascertained that it has been committed in some branch of a department, reluctant as we should be to inflict injury on any who may be innocent, we should feel it our duty to dispense with the services of the whole body, rather than fail to reach the treacherous and corrupt members of it."

I have, &c.

Bombay Castle,
28 August 1852.

(signed) *A. Malet*, Chief Secretary.

Extract Bombay Political Consultation, April 1852.

No. 70 of 1852.—Political Department.

From *John Marshall Davies*, Esq., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

In reply to the 3d para. of your letter, No. 40, of the 29th January last, transmitting a khurreeta to the address of his Highness the Gaekwar, I have the honour to forward a letter in reply received from his Highness. A translation of the khurreeta accompanies this.

I have, &c.

Baroda Residency,
17 March 1852.

(signed) *J. M. Davies*, Resident.

Translation of a Khurreeta from his Highness the Gaekwar to the Address of the Right Honourable *Lucius Bentinck*, Viscount *Falkland*, Governor of Bombay; dated 21 Jumadil, Awul 1908 (13 March 1852).

A. C.,

Further, in reply to your letter, dated 29th January last, relative to certain persons required by the late Resident to give evidence at the Residency not having been sent, I beg to state that it is not customary with either Government to forward witnesses when the demand for their attendance is considered irregular; nevertheless, in this instance, taking into consideration the existing friendship between the two Governments, the people were sent agreeably to the wishes of the Resident, and the Bombay Government were duly informed of the circumstance by the Durbar. Such being the case, this sirkar regrets having in this instance incurred the displeasure of the Bombay Government; nevertheless, if the Bombay Government will have the kindness minutely to scrutinise the various acts of the late Resident, it will be satisfied that the Durbar, bearing in mind the friendly feeling which has hitherto existed, invariably complied with the requests of that officer.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

(True extract.)

(signed) A. Malet, Chief Secretary.

Intrigues at Baroda and Bombay.

Extract Bombay Political Consultation, April 1853.

EXTRACT para. 6, from a Despatch from the Honourable the Court of Directors, dated 26 January 1853, No. 3.

(11.) Reply of the Gaekwar to the letter from Government, respecting the non-production of certain witnesses required by Lieutenant-colonel Outram.

Para. 6. WE observe that the Gaekwar states that the witnesses in question have been sent to the Residency; you will, of course, forward to us the particulars of their examination.

To be communicated to the Resident at Baroda, with reference to his letter dated the 17th March 1852, with instructions to forward to Government any depositions which may have been taken when the witnesses alluded to were sent by the Gaekwar.

No. 1499 of 1853.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

WITH reference to your letter, No. 70, dated the 17th March 1852, I am directed by the Right Honourable the Governor in Council to transmit to you an extract, para. 6, from a despatch from the Honourable Court of Directors, No. 3, dated the 26th of January last, and to request that you will forward to Government any depositions which may have been taken when the witnesses alluded to in the khureeta of his Highness the Gaekwar, submitted with your letter above quoted, were sent.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle,
1 April 1853.

No. 187 of 1853.—Political Department.

From Lieutenant *M. Battye*, Assistant Resident in Charge, Baroda, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

IN reply to your letter, No. 1499, of the 1st instant, transmitting an extract, para. 6, from a despatch from the Honourable Court of Directors, No. 3, dated 26th January last, and directing me to forward to Government any depositions which may have been taken when the witnesses alluded to in his Highness's khureeta were sent to the Residency, I have the honour to refer you to the 8th para. of Lieutenant-colonel Outram's letter, No. 221, dated the 2d December 1851, to the address of the Chief Secretary, in which he explains his reason for not examining the witnesses in the following words: "After a lapse of six days it was intimated that the parties would be sent; in terms, however, which precluded my receiving them, especially as I had in the meantime discovered ground for supposing that they had effected a communication with the witness intended to confront them." They were therefore never examined.

I have, &c.
(signed) *M. Battye*,
Assistant Resident in Charge.

Baroda Residency,
6 April 1853.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell*.

THE Honourable the Court of Directors to be so informed in reply to the 6th para. of their despatch, No. 3, dated 26th January 1853.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

14 April 1853.

Intrigues at Baroda and Bombay.

Extract Bombay Political Consultation, August 1852.

From Captain *H. J. Barr*, Military Paymaster, to *Arthur Malet*, Esq.,
Secretary to Government.

Sir,

I HAVE had the honour to receive with very deep regret the letter from Mr. Secretary Goldsmid, dated the 26th May, conveying to me the censure of Government, with reference to my conduct in my inquiries regarding some late Baroda intrigues.

It has ever been my earnest endeavour to merit the approval of Government, and I trust I may not be deemed presumptuous in respectfully requesting that I may be informed in what particulars my conduct has conveyed to his Lordship in Council the unfavourable impression referred to in the letter under acknowledgment.

I make this request solely with the confident hope of being able, if permitted, to afford such explanation of my conduct and motives, as will, I trust, prove satisfactory to the Honourable Board.

I have, &c.
(signed) *H. J. Barr*,
Captain, Military Paymaster.

Bombay, 28 June 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

I PROPOSE that the following letter be written by the Chief Secretary to Captain Barr.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

30 July 1852.

No. 3474 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to
Captain *H. J. Barr*, Military Paymaster, Bombay.

Sir,

1. I HAVE placed before the Right honourable the Governor in Council your letter of the 28th June last, and have been directed to inform you that the unfavourable opinion expressed in the letter from this department of the 26th May last, was formed by Government on a consideration of the following circumstances:

In compliance with a request made by yourself in reply to the official letter you wrote me, in September 1850,* you were authorised† "to hold Ragoba Moroba harmless for the share he may have taken in transactions of bribery and corruption in connexion with persons at Baroda, on condition that he shall make a full and free disclosure of all he knows on the subject, he being explicitly given to understand that this immunity will be forfeited should he fail to do so." You have stated, before the committee of secretaries on the 7th January 1852, that after you had received this permission you wrote down his (Raghoba's) deposition in your own hand, and had a copy made by him; and that subsequently, on his presenting himself before you to make a further statement, you "took notes of his (Ragoba's) conversation, and requested him to write down his own statement," and that his letter of 2d October 1850 "purports to be the sum of that conversation."

You, by your silence when forwarding this deposition and letter, must have led Colonel Outram to believe, as most certainly you led Government to believe, that they contained a complete and faithful record of all that he (Raghoba) had told you; although, so far from mentioning the circumstances throwing suspicion

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* Letter from Captain Barr, not dated.

† Government letter to Captain Barr, dated 11th September 1850, No. 176.

cion on Smith, which you tell the committee you had elicited from Raghoba, they contained matter calculated to free Smith from having been cognisant of Craig's misdeeds.*

Again, you informed the committee, under dates the 7th and 10th January 1852, that you "fancied, from conversation with Raghoba, he had withheld information,"† and that he "was afraid to say all he knew about the matter,"‡ but you advised neither Colonel Outram, when sending him the deposition and letter, nor Government, of your suspicions that Raghoba was keeping facts back, and thus failing to fulfil the conditions on which alone the promise of immunity had been made.

2. The inquiry having been entrusted to you by Lieutenant-colonel Outram, with the sanction of Government, it was a duty which you neglected, when examining the principal witness, to have put down in writing all that he volunteered, and all that you elicited by cross-questioning; the more especially was this your duty, as he was an accomplice holding a conditional promise of pardon, and giving you information seriously affecting the interests and character of others.

3. In para. 4 of the official letter you wrote to me, under date the 9th December 1851, you state, that "on first suspecting Mr. Smith's complicity in the infamous transaction of Baba Nafra's agent in Bombay," you called in my office about the month of September 1851, and said that you had every reason for suspecting Mr. Smith; that he was not to be trusted; and that you "had it on evidence from Raghoba that he (Smith) was present on several occasions when interviews took place between Craig, Joteshwur, and himself." But on your being called on by Government‖ to state, "in the shape of a deposition, or any form you may deem preferable, the precise information you received from Raghoba Moroba, which led you to believe that Mr. Smith and Mr. Cole were mixed up in the intrigues alluded to" in that letter, you replied, under date 31st December, "My memory must have misled me in this, in so far as my having told you of Raghoba having confessed to me that Mr. Smith was present on several occasions, &c., as I now find that the warning I then gave you must have been simply to the effect that I had great misgiving in my own mind as to the trustworthiness of Mr. Smith, as the dates show me that the statement of Raghoba about Smith's presence at the meeting was not made till subsequent to the day on which my interview with you last took place." On so glaring an inconsistency as that exhibited between these two statements, made by an officer entrusted with the performance of a delicate duty, requiring extreme vigilance and accuracy on his part, his Lordship in Council does not desire now to comment.

‖ Government letter, dated 18th December 1851, No. 440.

4. In your letter to Government of the 9th December last, you state, that in the month of November 1850 you called upon Mr. Goldsmid to look at some documents, that you might be prepared to carry out inquiries which you were about to make of Mr. Cole; but then learning that all the papers in question were under charge of Mr. Smith, you at once saw that any further steps on your part must result in disappointment, and wrote to Colonel Outram to that effect. This explanation would be perfectly intelligible, were it not proved, by a note written by you to the Chief Secretary on the 18th October,§ that the fact which you describe to have learnt in Mr. Goldsmid's office in November 1850 was really known to you at least a fortnight before, and prior to the sanction of Government for the conditional pardon of Cole being applied for or granted. Because on the 18th October,¶ you write to the Chief Secretary: "I much fear, however, that the knowledge Mr. Smith has been allowed to gain by all the papers connected with Baba Nafra's affairs having been placed under his charge, will operate greatly against our coming to the truth." On the 21st October Colonel Outram officially requested Government to empower you to hold

The letter was sent through Captain Barr. *See* the latter's demi-official note, dated 26th October.

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* *See* threat which Raghoba states, in his deposition of 12th September 1850, he held out to Craig of informing Smith, and his reasons for thinking this threat would have effect.

† Evidence given by Captain Barr, dated 7th January.

‡ Ditto, 10th January 1852.

§ Demi-official note, from Captain Barr to Mr. Malet, dated 18 October.

¶ Demi-official note, from Captain Barr to Mr. Malet.

Demi-official note from Captain Barr to Mr. Malet.

Demi-official note from Mr. Goldsmid to Captain Barr.

hold out the offer of pardon to Cole; and on the 26th October you, when sending Lieutenant-colonel Outram's official to me, wrote: "If the pardon proposed is to be held out to Cole, of course the sooner it is done the better."

On the 1st November Mr. Goldsmid, as Secretary to Government in charge of the Political Department, intimated to you that you were authorised to offer the conditional pardon, provided you thought it would be conducive to the public interests to follow that course; and it does not appear to be a sufficient or satisfactory reason on your part to assign for not having acted on the authority thus conveyed, or in any way pursued the inquiry you were prosecuting, still less for your having failed to intimate that you had dropped it, to allege, on the 9th December 1851,* that you so dropped it because you found the papers were in the hands of Mr. Smith, when you had been cognisant of that fact in 1850, and had, notwithstanding that you were so cognisant, left Government to believe that you were carrying on the investigation.

* Official letter to Government.

Demi-official note.

5. On the 18th October 1850 you informed me that you purposed suggesting, through Lieutenant-colonel Outram, "a course that will, I hope, obtain information of importance from Mr. Cole." On the same date you wrote to Mr. Goldsmid, who was in charge of the Political Department at Bombay, as follows: "I spoke to Mr. Willoughby yesterday as to making my report direct to Government about my share in the Baroda investigation, and he agrees with me that the best course is that I have already adopted, viz., to send all the information I may obtain through Colonel Outram."

Demi-official note.

On the 1st November, as has been already noticed, you were informed by Mr. Goldsmid† that you were empowered to grant Mr. Cole the conditional promise of pardon, which you had suggested to Lieutenant-colonel Outram should be offered him, "provided you think it will be conducive to the public service to follow that course," but of this permission you never advised Lieutenant-colonel Outram, although you allege, in your letter‡ of 9th December 1851, that after receiving the permission, "you wrote to Colonel Outram explaining how matters stood."

‡ Paragraph 5.

I have been desired, when pointing out to you, as above, the inconsistencies, &c. on which the judgment of Government has been formed, to forward, for your information, the accompanying extract, para. 20, of a despatch, dated 23 June, received by last mail from the Honourable Court.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
11 August 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Financial Consultation, July 1852.

No. 643 of 1852.—Military Department.

From *C. Price*, Esq., Acting Military Accountant, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2379, of the 26th instant, and in reply to state, for the information of the Right Honourable the Governor in Council, that on the return of Mr. R. L. Cole, the head assistant of this office, to his duties, from the leave of absence which he has obtained from me for six months on urgent private affairs, from the 1st April last, the instructions of Government will be made known to him, and the result duly communicated.

I have, &c.
(signed) *C. Price*,
Acting Military Accountant.

Bombay Castle, Military Accountant's Office,
28 May 1852.

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† Demi-official note from M. Goldsmid to Captain Barr, dated 1st November 1850.

Intrigues at Baroda and Bombay.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

IT is reported that Mr. Cole left Bombay for England in the "Achilles," which left Bombay on the 1st April; a copy of this letter may be transferred to the Financial Department for information with reference to Mr. Cole's absence.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

31 May 1852.

MEMORANDUM by the Secretary to Government in the Financial Department.

THERE being no proceedings in the Financial Department on this subject, the secretary in charge of the Political Department begs to submit the within draft for the approval of the Honourable Board; and begs to solicit instructions whether the order should be issued in the latter department, where the proceedings which have led to this call are recorded, or whether it should be issued from the Financial Department.

(signed) *H. E. Goldsmid,*
Secretary to Government.

10 June 1852.

MINUTE by the Honourable Mr. *Blane*, concurred in by the Honourable Mr. *Bell*.

THE point under consideration is merely the question of leave beyond the usual limits, and may therefore be disposed of in the Financial Department, from which the letter may accordingly be issued.

(signed) *D. A. Blane.*
A. Bell.

11 June 1852.

No. 437 of 1852.—Financial Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to *C. Price*, Esq., Acting Military Accountant, Bombay.

Sir,

I AM directed by the Right Honourable the Governor in Council to acknowledge the receipt of your letter, No. 643, dated the 28th ultimo; and as Government has learnt that Mr. R. L. Cole proceeded to England by the steamer "Achilles" on the 1st April last, to request that you will explain under what authority you granted him permission to proceed on leave beyond the limits allowed to persons in his position, without vacating his appointment.

I have, &c.
(signed) *H. E. Goldsmid,*
Secretary to Government.

Bombay Castle, 12 June 1852.

No. 761 of 1852.—Military Department.

From *C. Price*, Esq., Acting Military Accountant, to *H. E. Goldsmid*, Esq., Secretary to Government, Financial Department, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 437, of the 12th instant, and, in reply, beg respectfully to state, for the information of the Right Honourable the Governor in Council, that, in giving Mr. Cole leave for six months on urgent private affairs to proceed, as he intimated, to England, I was not aware of any rule which made it any part of my duty to stipulate with him as to the place he might or might not visit in the course of his absence.

Intrigues at Baroda and Bombay.

2. In not submitting Mr. Cole's application for leave for the sanction of the Right Honourable the Governor in Council, I beg further respectfully to observe that, as he stands appointed to his situation by the head of the office, and does not hold any appointment direct from Government, I considered that I was at liberty to give the leave applied for without a previous reference to Government.

I have, &c.
(signed) *C. Price,*
Acting Military Accountant.

Bombay Castle,
Military Accountant's Office,
16 June 1852.

MEMORANDUM by the Chief Secretary.

No. 4299 of 1852.—Territorial Department, Revenue.

MR. PRICE is requested to report on what terms, as regards pay, &c., this leave was granted; and what provision was made for the performance of duty in Mr. Cole's absence.

Copy of the order granting Mr. Cole leave is also requested.

By order, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle,
24 June 1852.

No. 815 of 1852.—Military Department.

THE acting military accountant begs to state, in reply to this reference, that Mr. Cole's leave was granted on the understanding that he would receive half-pay during his absence.

The order granting Mr. Cole leave, and the provision made for the performance of his duty during the period of his absence, are shown in the accompanying extracts from the office report book of the 15th March and 1st April last.

(signed) *C. Price,*
Acting Military Accountant.

Bombay Castle,
Military Accountant's Office,
25 June 1852.

EXTRACT from the Military Accountant's Report Book, dated Monday, 15 March 1852.

MR. R. L. COLE has leave of absence from 1st prox. for six months, on urgent private affairs.

(signed) *C. Price,*
Acting Military Accountant.

EXTRACT from the Military Accountant's Report Book, dated Thursday, 1st April 1852.

CONSEQUENT on the departure of Mr. R. L. Cole, head assistant, on six months' leave of absence to Europe, the following arrangement is made to take effect from this day's date:—

A. Jordan to act for R. L. Cole.
Luxumon Sudasewjee to act for A. Jordan.
Narayen Govindjee to act for Luxumon Sudasewjee.
Dwarkanath Wisswanath to act for Narayen Govindjee.
Pandoorung Jugonathjee engaged to act for Dwarkanath Wisswanathjee.

Approved.
(signed) *C. Price.*

(True extracts.)
(signed) C. Price, Acting Military Accountant.

Intrigues at Baroda and Bombay.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

WERE it not that the six months will expire within a short period of the time within which Mr. Cole could return to Bombay were an order for his immediate return to be sent, I should have proposed that Mr. Price be directed to inform him that Government had cancelled the permission which had been granted, and that he would forfeit his appointment if he did not return by the very first opportunity.

2. Mr. Price to be informed, that it is such instances as the present of abuse of the discretional authority conferred on heads of departments, which lead to stringent rules being passed, and to Government reserving to themselves powers which they would wish to delegate to their executive officers.

3. In granting Mr. Cole leave, with permission to retain his appointment and a portion of his salary whilst absent, Mr. Price must have been aware that he was allowing a privilege which was not conceded to other Government officials; and he ought to have been aware that he was acting contrary to the provisions of the Act of Parliament, sect. 79, Acts 3 & 4 of George the Fourth, c. 85, prescribing in express terms that the salary of any officer whatever in the service of the East India Company shall, in the event of his going to Europe, cease from the date of his leaving India or the Presidency to which he may belong.

4. In taking the above notice of Mr. Price's conduct in the matter, I have not adverted to the fact that Mr. Cole ought not to have been allowed even a day's leave of absence from Bombay within the limits of the Presidency, until his official superior had been informed that the inquiry by the committee of secretaries at which Mr. Cole's presence had been required was finally closed.

5. Had Mr. Price referred Mr. Cole's application to Government, as, if inclined to consider it favourably, it was his bounden duty to have done, he would have been informed that the Honourable Court and the Government of India had expressly prohibited any deviation in the case of covenanted or uncovenanted officers from the rule prohibiting leave of absence to Europe.

See Letter from the Government of India, Judicial Department, No. 703, dated 2d June 1849. (Vol. 121 of 1849.)

(signed) *Falkland.*
D. A. Blane.
A. Bell.

2 July 1852.

No. 527 of 1852.—Territorial Department, Finance.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *C. Price*, Esq., Acting Military Accountant.

Sir,

I HAVE been directed to acknowledge the receipt of your communications, as per margin, having reference to leave of absence granted by you to Mr. R. L. Cole to proceed to England.

Letter No. 761, dated 16th June 1852.
Report, No. 815, dated 25 June, with accompaniments.

2. It is such instances, I have been desired to inform you, as the present of abuse of the discretional authority conferred on heads of departments, which lead to stringent rules being passed, and to Government reserving to themselves powers which they would wish to delegate to their executive officers.

3. In granting Mr. Cole leave, with permission to retain his appointment and a portion of his salary whilst absent, you must have been aware that you were allowing a privilege which was not conceded to other Government officials; and you ought to have been aware that you were acting contrary to the provisions of the Act of Parliament, sec. 79, Acts 3 & 4 of George the Fourth, c. 85, prescribing in express terms that the salary of any officer whatever in the service of the East India Company shall, in the event of his going to Europe, cease from the date of his leaving India, or the Presidency to which he may belong.

4. In taking the above notice of your conduct in the matter, Government have not adverted to the fact, that Mr. Cole ought not to have been allowed even a day's leave of absence from Bombay within the limits of the Presidency, until his official superior had been informed that the inquiry by the committee of secretaries at which Mr. Cole's presence had been required was finally closed.

Intrigues at Baroda and Bombay.

5. Had you referred Mr. Cole's application to Government as, if inclined to consider it favourably, it was your bounden duty to have done, you would have been informed that the Honourable the Court of Directors and the Government of India had expressly prohibited any deviation in the case of covenanted or uncovenanted officers from the rule prohibiting leave of absence to Europe.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
15 July 1852.

No. 985 of 1852.—Military Department.

From *C. Price*, Esq., Acting Military Accountant, to *A. Malet*, Esq., Chief Secretary to Government.

Sir,

In acknowledging the receipt of your letter, No. 527, of the 15th instant, I have the honour to state, for the information of the Right Honourable the Governor in Council, that when I granted Mr. Cole leave to go to England, I was not aware (though, as it now appears, I ought to have been) that I was infringing a rule; I would therefore request you will have the goodness to convey the expression of my regret to the Right Honourable Board at my having committed this irregularity.

2. With reference to the 4th para. of your letter under acknowledgment, I beg to state, that I was in ignorance of Mr. Cole's presence being required at an inquiry by a committee of secretaries at the time leave was granted to him. I now however recollect Mr. Cole having asked me to allow him to go over to the Secretariate to show Mr. Goldsmid a private memorandum book; but I did not inquire for what purpose, or indeed form any conjecture regarding it, viewing it as an affair with which I had not any concern. It would now, however, seem to have been connected with the circumstance alluded to in the 4th para. of your letter; and had I been cognisant of this fact, Mr. Cole would not have obtained my permission to leave Bombay without a previous reference to Government.

I have, &c.
(signed) *C. Price*,
Acting Military Accountant.

Bombay Castle,
Military Accountant's Office,
23 July 1852.

Minute by the Right Honourable the Governor, concurred in by the Board.

The memorandum book was that produced to the committee of which Mr. Goldsmid was a member.

This may be recorded.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

31 July 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

No. 3777 of 1852.

Resolution of Government in the Political Department.

With reference to the correspondence noted in the margin,* Resolved,—That an intimation be made to the Financial Department for the issue of such orders as may be requisite, that in the event of Mr. R. L. Cole, assistant in the office of the

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* From the Acting Military Accountant, dated the 28th May, No. 643 of 1852.
Reply to, dated 12th June, No. 437 of 1852.
From the Acting Military Accountant, dated 16th June, No. 761 of 1852.
Reference to, dated 24th June, No. 4299 of 1852.
Report from, dated 25th June, No. 815 of 1852.
Reply to, dated the 15th July, No. 527 of 1852.
From Military Accountant, dated 23d July, No. 895 of 1852.

the military accountant, not having returned to Bombay from his present leave by the 1st October 1852, his name should be erased from the list of Government servants, as being absent beyond the limits, and without leave.

(signed) *A. Malet,*
Chief Secretary.

Bombay Castle,
28 August 1852.

Extract Bombay Political Consultation, August 1852.

No. 3662 of 1852.

RESOLUTION of Government in the Political Department.

RESOLVED, that the annexed extracts, para. 28, from a political despatch from the Honourable the Court of Directors, dated the 23d June, No. 19 of 1852, and para. 22 of the reply thereto, be made over to the Chief Secretary, that effect may be given to the orders of Government therein contained.

(signed) *A. Malet,*
Chief Secretary.

Bombay Castle,
21 August 1852.

EXTRACT Para. 28, from a Despatch from the Honourable the Court of Directors, dated the 23d June, No. 19 of 1852.

Para. 28. WE observe that it was stated by Ragoba to the Committee of Secretaries, that a report had reached the ears of Captain Barr to the effect that Captain Macdonald, of the 22d regiment on your establishment, had received 1,400 rupees of the money sent to Bombay from the firm of Hurree Bhugtee, for the purpose of inducing him to use his influence with Colonel Outram; Raghoba, however, contradicted the report, and said that the money received by Captain Macdonald was money which, though obtained from the agent of Baba Nafra, was raised by pledging his (Ragoba's) jewels, and was lent to Captain Macdonald as belonging to Raghoba himself. You do not seem to have attached any importance to this rumour; but we are so solicitous concerning the character and conduct of our servants in India, and so jealous of every imputation that may, directly or indirectly, be cast upon them, that we think it desirable that you should call on Captain Macdonald and on Captain Barr for further explanations, and, if necessary, institute an inquiry into the facts of the case.

EXTRACT Para. 22, from a Despatch to the Honourable the Court of Directors, dated the 28th August, No. 76 of 1852.

Para. 22. The following instructions have been given by us to the Chief Secretary:

" You will consult Mr. Acland, and in writing request Captain Barr to furnish Government with full particulars of all that he knows relative to the transaction alluded to in the former deposition of Raghoba Moroba.

" You will, in conjunction with Mr. Acland, also take Raghoba Moroba's further statement as to the manner in which the transaction was managed, and carefully cross-examine him should he produce any acknowledgment from Captain Macdonald.

" Should any reference to Baroda be deemed necessary by Mr. Acland and yourself, you will consider yourselves authorised to address Mr. Davies without awaiting instructions from Government; you will also, together with the Government solicitor, consider the advisableness of taking measures with a view to elicit information relative to Captain Macdonald's transactions with Succaram Rugonath, adverted to in your memorandum of 1st December 1851."

No. 3819 of 1852.—Political Department.

From *A. Malet,* Esq., Chief Secretary to Government, Bombay, to Captain *H. J. Barr.*

Sir,

THE Honourable Court having observed that in the course of the late inquiry by the Committee of Secretaries, it was stated by one of the witnesses that a report had reached your ears, to the effect that Captain Macdonald of the 22d regiment had received 1,400 rupees of the money sent to Bombay by the firm of Hurree Bhugtee, to induce him to use his influence with Colonel Outram, but that

Intrigues at Baroda and Bombay.

that the witness contradicted the report, saying, that the money received by Captain Macdonald, though obtained from the agent of Baba Nafra, was raised by pledging the witness's jewels, and was lent by the witness to Captain Macdonald, and the Honourable Court being desirous of further explanation on the subject, I am desired to request you will report to Government full particulars of all you know relative to the transaction, stating whether any such report did reach you, and from whom, and the particulars of it.

You will consider this letter as written to you for your own information only.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
2 September 1852.

From Captain *H. J. Barr*, Military Paymaster, to *A. Malet*, Esq., Chief Secretary to Government.

Sir,

In acknowledging the receipt of your letter of yesterday's date, No. 3819 of 1852, I have the honour to submit the accompanying copy of one of the examinations of Ragoba Moroba taken by me, and which contains the only information known to me with reference to the sum of 1,400 rupees said to have been paid to Captain Macdonald; I regret to say the rough copy of the examination in question bears no date.

I have, &c.
(signed) *H. J. Barr*, Captain,
Military Paymaster.

Bombay,
3 September 1852.

Copy of rough Draft of a Statement made by *Ragoba Moroba* when examined by Captain Barr, about the Month of October 1850.

When the Guicwar came to Bombay, Baba Nafra's son accompanied him, and I took him (the son) to Mr. Cole, and we consulted together about Mr. Willamson's estate, and then Baba Nafra's son presented Mr. Cole with two large diamond rings, and a shawl for Mrs. Cole; the value of the two rings was about 600 rupees, and that of the shawl about 300. When we returned from Mr. Cole's house, he came to my house and presented me with a pair of shawls, value about 500 rupees, and one pugree (turban), value about 12 rupees.

On the 8th of April 1850, I took from Bapoo Bhae a sum of 1,400 rupees, and paid it to Captain Macdonald's attorney, Mr. Leech, and took a bond from Captain Macdonald in my own favour. This sum was advanced by Bapoo Bhae in the hope that Captain Macdonald would assist Baba Nafra's business with Colonel Outram, in consequence of Captain Macdonald's great friendship with that gentleman.

Ragoba further stated that he had pledged his own joys (jewels) through Bapoo Bhae as security for this loan.

(True copy.)
(signed) *H. J. Barr*, Captain,
Military Paymaster.

No. 313 of 1852.—Secret Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *H. J. Barr*, Military Paymaster.

Sir,

I am desired by the Right honourable the Governor in Council to request that you will direct Ragoba Moroba, a clerk in your office, to call on me at my office, at noon to-morrow, with any bond that he may hold of Captain Macdonald of the 22d regiment, N. I., for money borrowed from him, as referred to in your letter, dated the 3d instant.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
16 September 1852.

Intrigues at Baroda and Bombay.

Secret Department.

From Captain *H. J. Barr*, Military Paymaster, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

In compliance with your letter to my address of this day's date, No. 313, I have the honour to inform you that I have instructed Ragoba Moroba to wait upon you at your office to-morrow at noon, and that he should take with him the bond he holds from Captain Macdonald of the 22d regiment, N. I.

I have, &c.
Bombay, (signed) *H. J. Barr*, Captain,
16 September 1852. Military Paymaster.

No. 4568 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *H. J. Barr*, Military Paymaster.

Sir,

1. In the rough copy of examination of Ragoba Moroba, without date, received with your letter of the 3d September last, is a statement that the sum of 1,400 rupees advanced to Captain Macdonald was advanced by Bappoobye, in the hope that Captain Macdonald would assist Baba Nafra's business with Colonel Outram, in consequence of Captain Macdonald's great friendship with that gentleman.

2. Upon examining Ragoba Moroba with reference to this, on the 17th September last, this passage was read over to him, when he stated that he had no reason to believe that Captain Macdonald knew that the sum of 1,400 rupees (which he, Ragoba, had lent Captain Macdonald) came from Bappoobye; that Bappoobye did not tell him, Ragoba, that he expected to get some benefit from Captain Macdonald's intimacy with Colonel Outram; that he, Ragoba, could only account for what you had written that he said, by supposing that you suspected as you had stated, and that he did not tell you what you had written down.

3. It is not clear from the above-mentioned rough examination sent with your letter of the 3d September, whether it contains the *verbatim* examination by you of Ragoba, or whether it is partly so, and partly contains inferences drawn from what he stated.

4. And you are requested to state, if you are able to say from recollection, whether Ragoba Moroba did not state to you in the words or to the effect contained in the rough examination on the point mentioned in the first para. of this letter.

I have, &c.
Bombay Castle, (signed) *A. Malet*,
21 October 1852. Chief Secretary.

From Captain *H. J. Barr*, Military Paymaster, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

In reply to your letter of this day's date, No. 4568 of 1852, I have the honour to inform you that the document referred to (copy of which was transmitted with my letter of the 3d September 1852), is simply a record of the statement made to me by Ragoba Moroba, and taken down in my own handwriting, and does not contain any inference drawn by me from what he said.

I have, &c.
Bombay, (signed) *H. J. Barr*, Captain,
21 October 1852. Military Paymaster.

Intrigues at Baroda and Bombay.

MEMORANDUM by the Chief Secretary.

1. WITH reference to the Honourable Board's order, dated 21st August, the undersigned has the honour to state that he has, in consultation with Mr. Acland, carried out to the best of his judgment the orders of the Honourable Board. From the letter from Mr. Acland which accompanies this, and in the result of which the undersigned concurs, it will be perceived that nothing has been discovered to lead to suspicion that Captain Macdonald was in any way cognizant of an intention on the part of the person from whom he borrowed the sum of 1,400 rupees, to use his interest with Colonel Outram to further any sinister designs in matters connected with Government at Baroda.

2. It will also be perceived that it has not been deemed advisable to enter into any inquiry relative to Captain Macdonald's transaction with Sukkaram Rughoonath, as even if such inquiry were successful, it would only prove the intentions ascribed to the natives said to be engaged in the matters connected with that transaction.

3. In concurring with Mr. Acland in dropping this portion of the inquiry, the undersigned has been actuated not only by the reasons adduced by that gentleman, but also by a conviction that little but evil can ensue from making the intentions of hangers-about the Durbar of Baroda in a matter of this description the subject of minute investigation by Government.

4. With reference to the 13th and 14th paras. of Mr. Acland's letter, it will be in the recollection of the Honourable Board, that the further report promised by Colonel Outram in his report of the 23d November, has not been sent in by that officer.

(signed) *A. Malet,*
Chief Secretary.

Bombay Castle,
4 November 1852.

No. 576 of 1852.—Political Department.

From *W. Acland,* Esq., Honourable Company's Solicitor, to *A. Malet,* Esq., Chief Secretary to Government, Bombay.

Sir,

BY the resolutions of Government, Nos. 3361 and 3362, handed by you to me, I am instructed on two subjects, viz., on Craig's case, and the questions relating to Captain M'Donald.

2. With respect to Craig's case, I was to obtain the Advocate-general's opinion, and the papers sent by you to me have been submitted by me to him, with a request to advise whether he can suggest any means for enabling the Government to bring Mr. Craig to justice, and on receipt of his opinion I shall forward it. For my own views on Craig's case, it will be sufficient for me to refer to my letter to you of the 5th February last, the views expressed in which I see no reason to alter.

3. With regard to Capain M'Donald's case, in the way it is referred to me, it divides into two branches; first, as to the loan to him of 1,400 rupees, as mentioned by Ragoba Moroba, on which point yourself and I are instructed to communicate with Captain Barr, and to examine Ragoba; and secondly, respecting Captain M'Donald's transactions with Succaram Ragoonath.

4. Upon the first point, the Honourable Court remark its being stated to the committee of secretaries, that a report had reached Captain Barr that 1,400 rupees, part of Hurry Bhugtee's money sent to Bombay, was received by Captain M'Donald, to induce him to use his influence with Colonel Outram, but that Ragoba contradicted the report, saying the money, though obtained from Baba Nafra's agent, was raised by pledging Ragoba's jewels, and lent as belonging to Ragoba himself.

5. Captain Barr having, in your letter of the 2d September last, been called on to report full particulars of all he knew relative to the transaction, and to state whether any such report did reach him, and from whom, and the particulars of it, submitted with his letter of 3d September last, copy of an examination of Ragoba taken by him, which he stated to contain the only information known

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to him with reference to the sum of 1,400 rupees, and the statement was, that on the 8th April 1850, Ragoba took from Hurry Bugtee's agent 1,400 rupees, and paid it to Captain M'Donald's attorney, Mr. Leech, taking a bond from Captain M'Donald in his own name, and the statement then contains this paragraph:

"This sum was advanced by Bapoobye, in the hope that Captain M'Donald would assist Baba Nafra's business with Colonel Outram, in consequence of Captain M'Donald's great friendship with that gentleman;" and the statement further says, that Ragoba pledged his own jewels through Bappoobye.

6. On receipt of this statement from Captain Barr, Ragoba was again questioned, when he made the statement of 17th September, in which he gave what he stated to be the details of the transaction with Captain M'Donald, respecting the 1,400 rupees, giving in the bond, of which a copy is annexed to the statement, and stating that he had no reason to believe that Captain M'Donald knew the 1,400 rupees came from Bappoobye; that Bappoobye did not tell him he expected to get any benefit from Captain M'Donald's intimacy with Colonel Outram; that he could only account for what Captain Barr had written by reference to his suspicions, and that he had not told Captain Barr what Captain Barr had written.

7. This being communicated to Captain Barr in your letter of the 21st October, with a request that he would state whether Ragoba Moroba did or did not state to him to the effect of the written statement which Captain Barr had submitted, that gentleman replied, that that statement was simply a record of what had been stated to him by Ragoba, and taken down in his own handwriting, and did not contain any inferences drawn by him from what Ragoba had said.

8. If Captain Barr is correct, it is therefore clear that Ragoba has told two stories, and it does not appear to me that his veracity can be at all relied on.

9. It is clear, indeed, that he lent 1,400 rupees to Captain M'Donald, and that that gentleman gave his bond to secure the amount, but I see nothing to make me conclude that Captain M'Donald entertained improper views at the time, assuming even that Ragoba's first statement was true.

10. Captain Barr stated in his letter of the 3d September, that Ragoba's statement contained the only information known to him with reference to the 1,400 rupees, so that the report which had reached his ears is confined to Ragoba's statement; and it is to be observed, that the statement did not in fact contain an imputation on Captain M'Donald, but stated only the hopes of Bappoobye (Baba Nafra's agent), that Captain M'Donald would assist Baba Nafra's business with Colonel Outram; and it is not impossible that the natives who lent the money may have so hoped, and may have intended, after lending the money, to endeavour, by harassing Captain M'Donald for re-payment, to make him fall into their views.

11. It would be possible to pursue the inquiry further by communicating with Mr. Leech, Captain M'Donald's attorney, and the man Byramjee, who is mentioned in Ragoba's last statement, but Mr. Leech might repel inquiry, alleging professional confidence, and I confess, so far as the papers before me go, although of a nature to attract attention, they do not seem to me to afford grounds on which to found an imputation against Captain M'Donald.

12. On the 2d point, with respect to the transaction with Succaram Ragoonath, from the papers sent to me, the nature of the case seems to be this.

13. In November 1851, Colonel Outram reported several papers having fallen into his hands, (how, does not appear, a most material point), and which, on examination, appeared to consist of letters and papers in the native language, partly, if I understand rightly, anonymous.

14. Certain persons, however, (Nurbeyram and Banabye), Baroda people, appear to have come forward and acknowledged themselves the writers of some of the papers, but I do not distinctly perceive how or why they came forward, which appears to me another very material point.

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15. From these papers, and examining these people, it seems to have appeared to Colonel Outram, that at the time he was last expected from Egypt some persons, instigated, as it appears to have been thought, by the Guicowar's minister, conceived a design of paying Colonel Outram 50,000 rupees, and Mr. Malet 10,000 rupees, for the purpose of exerting influence with reference to the abolition of the Guzerat Horse kept up by the Guicowar, and other matters; and (if any such design was in fact conceived) Colonel Outram was in some way to be reached through the medium of Captain M'Donald, and that a person in Bombay, called Succaram Dada, was to be employed in arranging and making the payments.

16. It was not pretended that the money was ever paid; on the contrary, it appears, if I read the examination rightly, to be positively denied that any payment or offer of payment took place, nor was it pretended that any advantage had been obtained as to the abolition of the Guzerat Horse.

17. The name of a man is mentioned as if he were to be employed in the business, called Pandoba Ramchunder, suggested to be in service at Government House, but no such person it is shown was in service there.

18. A man, supposed from the obscure directions elicited from the examinations to be the Succaram Dada mentioned, was found by Captain Baynes, the police superintendent, but there is nothing to prove his identity, and it does not appear that any one was sent from Baroda to point him out, and on being questioned, although he acknowledged being acquainted with some of the parties, and with Captain M'Donald, this man denied to Mr. Malet all knowledge of the business in question.

19. Colonel Outram suggested Succaram Dada being examined, and certain prompt and severe measures being thereupon taken in Bombay, but his Lordship, the Governor, appears to have considered that no such course could be legally taken (an opinion which seems to me correct), and with the members of Government, considered there was nothing tangible in the papers.

20. As above observed, it does not appear how Colonel Outram obtained the papers, nor clearly how, or why, the parties who acknowledged some of the letters came forward, but if there was any truth in the story disclosed by the papers and the statements of Nurbeyram and Banabye, does the story at most amount to more than this: that certain natives at Baroda and Bombay (who, does not clearly appear) conceived a design to try and offer money to certain Government officers, which design was never matured, and never resulted in any overt act.

21. So far as my experience of native evidence goes, I should be disposed to look on a story of this kind, resting only on native evidence, with great suspicion, unless borne out and corroborated by independent facts.

22. The papers sent me do not appear to me to show grounds for an imputation on Captain M'Donald (as regards whom alone the reference to me appears to be made), and it is for Government to consider whether it is worth while to pursue the inquiry in the hope of eliciting whether any natives (and if so, what natives), in fact, conceived the design of offering these bribes.

23. Perhaps at the time it might have been easier to pursue the inquiry than now; but if it is considered worth while to do so now, I apprehend the course would be, to desire the Resident at Baroda to take such measures as are practicable for re-examining the parties formerly examined by Colonel Outram, and such other persons at Baroda, as are likely to throw light on the subject, pushing the inquiry more into detail than on the former occasion, and to request the Resident to afford some more definite means of finding out Succaram Dada, by sending some one to point him out or otherwise, although I should state that I am not aware of any means by which, in the absence of some criminal charge before a legitimate tribunal, he could, if identified, be compulsorily examined, should he decline voluntarily to give information.

I have, &c.
(signed) *William Acland*,
Honourable Company's Solicitor.

31 October 1852.

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Before Mr. *A. Malet*, Chief Secretary to Government, and Mr. *Acland*, Honourable Company's Solicitor.

Ragoba Moroba states: Shortly before the date of Captain M'Donald's bond, one Byramjee, a clerk in the Military Pay Office, showed me these seven notes from Captain M'Donald, pressing him to get some money for Captain M'Donald; Byramjee told me Captain M'Donald wanted 5,000 rupees; then I, Byramjee, and Bappoo, went to Captain M'Donald at his Bungalow; Captain M'Donald sent us three to Mr. Leech, the attorney. He, Captain M'Donald, had inquired who Bappoobhye was. We told him he was a resident of Baroda. Captain M'Donald was not told that Bappoobhye belonged to Hurree Bhugtee's firm, or was a servant of Baba Nafra. Mr. Leech and Byramjee said, if the money was forthcoming, Colonel Outram would be security. The conditions of loan were discussed, and Bappoo refused to lend the money. I then again went to Bappoobhye, who was still in Bombay. I got 1,400 rupees from Bappoobhye; I gave him my jewels in pledge; they were gold jewels. I kept a memorandum of them, which I have destroyed. Three or four months after, I paid off Bappoobhye, and got back my jewels. When I got the money from Bappoobhye, I went again to Mr. Leech's office, and I found Mr. Leech; I paid him the money, and two days after went back to Mr. Leech, and received from him Captain M'Donald's bond. I lent the money without any security but Captain M'Donald's bond, because Byramjee urged me. I paid Bappoobhye 6 per cent. for the money. Captain M'Donald was to pay me nine. I have not been paid my money yet, or any interest. I have never asked for it. Captain Barr began to question me a short time after the bond was signed, but that is not the reason I have not asked for the money. Captain M'Donald has been in pecuniary difficulties, and that is why I have not pressed for the money. I did not tell Mr. Leech the 1,400 rupees was obtained from Bappoobye; I have no reason to believe that Captain M'Donald knows that this 1,400 rupees came from Bappoobhye. Bappoobhye did not tell me that he expected to get some benefit from Captain M'Donald's intimacy with Colonel Outram; I can only account for what Captain Barr has written, that I said by supposing that he suspected as he states. I did not tell Captain Barr what he has written down. Bappoo knew that I was going to pay the 1,400 rupees to Captain M'Donald, but he was only to get his 6 per cent., no other benefit. When I paid Bappoo his principal, I paid up the interest due, about 30 rupees.

(signed) *Ragoba Moroba.*

Bombay, 17 September 1852.

The particulars of Captain M'Donald's bond are, Captain M'Donald, obligor, Ragoba Moroba obligee, penal sum 2,800 rupees, loan 1,400 rupees. Interest, 9 per cent. Bond, dated 29 April 1850. Bond due 1 November 1850. Copy annexed.

COPY of Captain *Macdonald*'s Bond for the Loan of 1,400 rupees, dated 29 April 1850.

KNOW all men by these presents, that I, Malcolm Melvill Macdonald, a captain in the Honourable* East Company's Twenty-second Regiment of Native Infantry, am held and firm bound unto Ragoba Moroba, in the penal sum of twenty-eight hundred rupees (2,800 rupees), the payment whereof well and truly to be made to the said Ragoba Moroba, his heirs, executors, administrators and assigns; I do hereby bind myself, my heirs, executors, administrators and assigns firmly by these presents. In witness whereof, I have hereunto set my hand and seal in Bombay, this 29th day of April, in the year one thousand eight hundred and fifty. Whereas the above bounden Malcolm Melvill Macdonald hath borrowed and received of the abovenamed Ragoba Moroba, the full and just sum of fourteen hundred rupees (1,400 rupees), to run at interest at the rate of nine per cent. per annum: Now the condition of this obligation is such, that if the above bounden Malcolm Melvill Macdonald, his heirs, executors, administrators or assigns shall well and truly pay, or cause to be paid, unto the abovenamed Ragoba Moroba, his heirs, executors, administrators or assigns, the full and just sum of one thousand four hundred rupees, on the first day of November now next, together with such interest as shall or may become due thereupon, then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

* Sic orig.

(signed) *Malcolm M. Macdonald,*
Captain 22d Regt. N.I.

Signed, sealed, and delivered in Bombay aforesaid,
where no stamped paper is used, in the presence of,

(signed) *A. W. Leech,*
Solicitor Supreme Court, Bombay.

(True copy.)
(signed) A. Malet.

17 September 1852.

Intrigues at Baroda and Bombay.

My dear Byramjee, 2 o'clock.

I did not say you did anything wrong; but if Mr. Leech has not the money this afternoon to give Mr. Burn, I shall be arrested and disgraced; for God's sake see to it.

Yours, &c.

Byramjee, Pay Office. (signed) *M. M. Macdonald.*

Byramjee, 10 o'clock.

The money must be got to-day; I am quite in a fever thinking of this business. I'll pay it back on Monday, or my kit shall be given up: pray do the business early, and let me hear soon. I shall not be well till it is settled.

Yours, &c.

Byramjee Jamsetjee, Esq. (signed) *M. M. M.*

Byramjee,

I shall be much obliged if you will call on me to-morrow morning at 8 o'clock. My friend, Mr. Leech, the lawyer, will be here to meet you, and I've no doubt we will be able to arrange the matter I spoke to you about this forenoon.

I shall be very grateful to you if you manage this affair for me.

Yours, &c.

24th. (signed) *M. M. Macdonald.*

Good God, Byramjee, just look at this; I'm in despair; I thought after all my entreaties you had done my business. I am now fairly disgraced.

(signed) *M. M. Macdonald.*

My dear Byramjee,

The enclosed is what I told you about; you know as well as I can tell that it must be paid to-day; so kindly see it done, and believe me,

Yours, &c.

(signed) *M. M. Macdonald.*

This is all I have to settle, quickly. I'll see you to-morrow, being much better now.

Yours, &c.

(signed) *M. M. M.*

My dear Byramjee,

I beg of you to come here for one minute. I have something to propose.

Yours, &c.

Byramjee Jamsetjee, Esq. (signed) *M. M. Macdonald.*

My dear Byramjee,

I should like to see you early to-morrow. Will you kindly come? We require the money, &c. &c.

Sincerely, &c.

Byramjee, Head Clerk of Pay Office. (signed) *M. M. Macdonald.*

My dear Byramjee,

I'll send you the order on Cursetjee, after I've seen him; he is coming this morning here.
I am sorry to trouble you, but we must have the money to-day; so get it any how.
I had no idea there was any necessity for being in such a hurry; but I'm told there is.
Pray write me word soon to-day. I'm still a little sick.

Yours, &c.

(signed) *M. M. Macdonald.*

Byramjee Jamsetjee, Esq.

Minute by the Right Honourable the Governor, concurred in by the Honourable Mr. *Bell.*

I do not think that there are grounds for our carrying out our intention to bring this matter in as far as it regards Captain M'Donald, under the notice of the commander of the forces; nor do I consider it necessary for us to do anything more as relates to these papers than to forward them to the Honourable Court, expressing a hope that Mr. Acland's report will satisfy that authority, that at the time Lieutenant-colonel Outram made the representations with which they are connected, we did all that the information furnished to us from Baroda, and our position at Bombay admitted of our doing prudently and legally, within the limits

limits of the jurisdiction of the Supreme Court. Our former resolution to dismiss Ragoba Moroba has not as yet been acted on, in consequence of our solicitor having been of opinion that it was advisable that he should be detained in the service until it should be apparent whether his evidence would be required or not during these investigations. Mr. Acland should now be requested to state, without delay, whether Ragoba's evidence will be required in matters relative to Mr. Craig; and unless the strongest reasons exist for still retaining Ragoba, he should be at once dismissed. I had entertained some expectation that something might transpire in the course of the recent inquiries to warrant our adopting a more lenient course towards this man; and this induced me to accede to the recommendation (above mentioned) of Mr. Acland more readily than I should otherwise have done; but I find, on the contrary, that the case against him is strengthened.

(signed) *Falkland.*
11 November 1852. *A. Bell.*

Minute by the Honourable Mr. *Blane.*

I quite concur in the above remarks, and in the apparent futility of further proceedings relative to the imputations whispered against Captain M'Donald.

2. That officer by repute is a person so irrevocably involved in debt as to be compelled to absent himself from the Presidency to escape arrest, and who for some time past has been raising money wherever procurable. Although impossible to prove the motives for a loan to an individual in his position, there is little doubt of what they were, and that in vindicating the purity of the British character there was more need for precautions against the influence of such an example than against a score of the vague reports afloat in the bazar.

13 November 1852. (signed) *D. A. Blane.*

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, October 1852.

From Captain *H. J. Barr*, Military Paymaster, to *Arthur Malet*, Esq., Chief Secretary to Government, Political Department, Bombay.

Sir,

I have the honour to acknowledge the receipt of your letter of the 11th August 1852; and in submitting the accompanying explanations for the information of Government, I beg to express to his Lordship in Council the lively sense of gratitude with which I am impressed at having had the opportunity thus granted me of replying *seriatim* to the several points noticed in your letter under acknowledgment.

I regret extremely that the nature of the subject obliges me to trouble Government with so lengthened a communication; but I trust I may be forgiven on the score of my anxious desire by every means in my power to remove the unfavourable view taken by his Lordship in Council of my conduct as connected with the Baroda inquiry.

In order that Government may the better be enabled to consider the several subjects embraced in the accompanying explanatory remarks, I beg to offer the following on some of the most prominent points therein brought forward.

1. In the first place, I beg with the utmost respect, and with due deference, but at the same time distinctly to state, that I was in no way aware that I was acting in an official capacity in this inquiry. None of my letters or notes, with the single exception of the one regarding Ragoba, either to Colonel Outram, or the Secretaries of Government, were ever written or understood by me to be either official or even demi-official, but merely private. I acted solely and entirely at Colonel Outram's request, and as his personal friend; at the same time I am conscious of having exerted myself to the best of my ability, and with a zeal prompted by my friendship for him, to prosecute to a successful completion the inquiry which he had entrusted to me; and I may add, as the extracts of his letters submitted in my explanation will show, to his entire satisfaction. If I was acting in an

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official capacity, I submit that I had a right to expect that I should have been made aware that such was the case. As a circumstance which strikes me to bear very forcibly upon this portion of the subject, I beg to state that on the 29th August 1851, Ragoba Moroba was summoned to attend before Mr. Johnson, the Commissioner of the Court of Requests, without any reference whatever having been made to me; and he informed me that he was then questioned touching the very subject embraced in the inquiry, with the management of which I am now informed by Government I was officially entrusted; I know not by what authority Mr. Johnson was acting on this occasion, or where he got the necessary information to prosecute it; but from the very nature of the inquiry, I presume it must have been either from Government or from Colonel Outram. In either case, if I was recognised as the officer officially entrusted with the inquiry then going on in Bombay regarding the Baroda bribery, I presume I would have had some communication upon the subject from Government, Mr. Johnson, or Colonel Outram; but so far from this being the case, the examination before Mr. Johnson commenced on the 29th of August, and was continued, as I am informed, for six or seven days, while I left Bombay with three months' leave on private affairs to Egypt, on the 1st September.

2. His Lordship in Council appears to be under the impression that the Baroda papers were seen by me once only in Mr. Smith's hands, whereas it will be seen from the explanation I have offered upon this instance, that on two several occasions I saw Smith in possession of them; once in Mr. Malet's office, and again in Mr. Goldsmid's office, when he was officiating for Mr. Malet.

With reference to the concluding portion of the fourth instance, I beg to state that I did intimate to Colonel Outram that I had dropped the inquiry; a statement to this effect was given in my letter to Government, dated 9th December 1851; a copy of that letter was submitted by me to Colonel Outram on the 31st idem, and he returning it to me, writes that so far as his memory serves him, the statement it contains is correct; and I presume upon a point of such importance as this, his memory was not likely to be at fault. If, as would appear from the letter under acknowledgment, Government were under the impression that I was still prosecuting the inquiry between the months of November 1850 and 9th December 1851, I submit with much deference that the fact of my having obtained leave of absence on private affairs for three months to Egypt, intermediately between those dates, without any allusion whatever being made to the inquiry, was of itself enough to have impressed me with the idea that Government was aware of my having relinquished it, had I imagined for a moment that the contrary was the case.

3. Again, I am blamed for not having informed Colonel Outram that Government had consented to his proposal of a conditional pardon being afforded to Mr. Cole. I most respectfully beg to state, that the note from Mr. Goldsmid addressed to me was not viewed by me as giving an official character to the inquiry, so far as I was concerned, nor yet as a reply to Colonel Outram's official application to Government; indeed I cannot see how it could have been viewed as such, for I had every reason to believe that, in accordance with the usual rule of official correspondence, Colonel Outram's letter would receive a direct official reply.

4. I beg distinctly to disclaim that anything in my correspondence with Colonel Outram could have led him to believe that the statement I sent him of Ragoba's first examination by me, contained a complete and faithful record of all that he (Ragoba) stated. Colonel Outram must have been aware, from my notes to him, that that statement was a record of the substance and meaning only of Ragoba's replies to my questions. As to the threat, said by Ragoba to have been held out by him to Craig, being calculated to free Smith, it must be borne in mind that it was that portion of this statement in which Ragoba tells me Smith is Craig's brother-in law, which first engendered a suspicion in my mind, but the strengthening of that suspicion rested upon the subsequent statement of Ragoba; when he told me Smith was present at a conference held between Craig, Joteshwur, and himself, in the house occupied conjointly by Craig and him (Smith).

I beg to say, that I distinctly told Colonel Outram of my suspicions of the truth and completeness of Ragoba's disclosures; and Colonel Outram's notes to me, me, extracts of which I have given, will prove that he entertained similar suspicions.

5. I trust the Right honourable the Governor in Council, after reading my explanation of the third instance, will acquit me of all intentional inconsistency in the two letters referred to.

In conclusion, I do myself the honour most respectfully to beg, that with reference to the extract para. 20 of the despatch from the Honourable the Court of Directors, dated 23d June 1852, which was transmitted with your letter under acknowledgment, a copy of this letter and the accompanying explanation may be transmitted as early as possible to the Honourable Court.

I have, &c.
(signed) *H. J. Barr*, Captain,
Military Paymaster.

Bombay Military Pay-office,
3 September 1852.

ACCOMPANIMENT to Letter to Government, dated 3 September 1852, in reply to Mr. Secretary *Malet's* Letter, dated 11 August, No. 3474 of 1852, in the Political Department.

Explanation offered with reference to the First Instance.

THE manner in which I became in any way connected with the Baroda inquiry was as follows:—Colonel Outram wrote in the month of August 1850 to a clerk in my office, asking him to try and trace the payment in Bombay, of certain sums of money transmitted from Baroda, and said to have been disbursed to Mr. Craig and others as bribes. In this letter Colonel Outram writes as follows:

"I am sure I can depend upon your zeal, discretion, and ability, more than that of any person in Bombay, and I am sure my friend Captain Barr will kindly assist you with his advice;" further on in the same letter, Colonel Outram writes, "and you must be particularly careful that Ragonath (or Ragoba) of your office, should not know anything about it, he being, I suspect, connected in some way with the business, although perhaps he is not aware of the criminality attached to it." This letter from Colonel Outram was enclosed in one to me, in which he writes: "My dear Barr,—Pray excuse my asking you to look over this letter to Byramjee, and by assisting him with your advice, and any aid he may require in getting at the information I want. I do not like to trouble Arthur Malet in the midst of his affliction."

On receipt of these letters, I told my clerk to make the necessary inquiries among the native shroffs, indicated by Colonel Outram, while I made similar inquiries at the banks. Nothing could be traced by either of us, and in writing to Colonel Outram, to tell him so, I took occasion to ask in what way Ragoba of my office was connected with the Baroda bribery case. In reply to this communication, Colonel Outram wrote to me on the 3d September, saying: "Thanks for all the trouble you have taken to get at the bottom of Mr. Craig's treachery to Mr. Reid;" and further on in the same letter he says, "I send you the copy of an anonymous petition (from which this inquiry arose), which has been confirmed by the confession of Joteshwar, and the evidence of another of Baba Nafra's gomashtas, which will show you how far Ragoba is implicated; perhaps if you conld convict him, or admit him as Queen's evidence, all might be proved;" and again Colonel Outram says, "It is very kind of you to take so much trouble in this matter, and I am deeply obliged to you, and so I trust will Government be, if you can bring the villany of Mr. Craig to light. Pray tell Byramjee I appreciate his exertions, and shall bring them to the notice of Government if he has no objection to my doing so." On receipt of this letter with the enclosed copy of anonymous petition, I called Ragoba, and reading to him portions of each, without informing him who my correspondent was, I taxed him with being a party to the Baroda conspiracy; he became much confused, but said he had nothing to do with it. I told him I was convinced he was misinforming me, and promised to ask Government for a conditional pardon for him, on the express condition that he told me all he knew, and threatened him that if he did not give me the information which I know he possessed, that I would at once ask Government to allow me to dismiss him from my office. He, therefore, promised that if a conditional pardon was procured he would tell all. I then wrote to Mr. Malet, asking for the conditional pardon, and received it by his letter, dated 11th September 1850.

I then ordered Ragoba up to my own private residence to interrogate him, directing the clerk, to whom Colonel Outram had written on the subject as already stated, to be also in attendance. I read to Ragoba the conditional pardon, and fully explained to him the nature of it, warning him that his immunity from punishment depended entirely upon himself; that if he told the truth, and disclosed all he knew (no matter what his own share in the transactions had been), he would be forgiven; but that if he prevaricated or withheld information he would be punished. On this he told me with much circumlocution the substance of the deposition which I sent to Colonel Outram. It may not, strictly speaking, be a deposition, but I think I was justified in calling it such from having read it carefully over to Ragoba; and from his having then acknowledged that it was exactly what he wished to say, and that he had nothing to add to it. As the safest mode of putting it out of his power to deny any portion of that statement, as well as for secresy, I made him transcribe it himself, and this transcript it was that I sent to Colonel Outram.

Intrigues at Baroda and Bombay.

I here beg leave to remark, that from the tone of Colonel Outram's notes, and from the manner in which he therein expressed his personal obligation to me, I was fully under the impression that I was acting entirely as his personal private friend, and although I was of course aware that any information of importance I might elicit would be used by Colonel Outram in connexion with the public service, yet I had no idea that I should ever be called upon by Government to give a detailed account of my proceedings; and having arranged with Mr. Willoughby that all my communications should be made to Colonel Outram and not to Government, I presumed that I was acting entirely under him, and in no way in an official capacity, and consequently kept copies of none of my letters to him, nor the dates upon which they were written; indeed the only records I have of my proceedings previous to the date of the letter from Government in November 1851, are rough copies (without date) of two of the examinations of Ragoba; four or five private notes from Colonel Outram referring to the subject, and a few other unimportant memoranda, with the addition of the letter from Mr. Malet, granting the conditional pardon to Ragoba; and as from the time of my first undertaking to assist Colonel Outram up to the date of Mr. Malet's letter just referred to, I had received no communication whatever from Government, with the exception of Mr. Malet's letter of the 11th September 1850, and a demi-official from Mr. Goldsmid quoted in the margin,* and as on no occasion did Colonel Outram in any way hint that the inquiry was not being carried on in due form, or that I was not urging it on with sufficient energy and zeal, I submit most respectfully that it was impossible for me to know that I was not acting to the entire satisfaction of Colonel Outram; indeed I had good reason to know, both from conversations I had with that officer as well as from his letters, that he was perfectly and entirely satisfied with all I had done, and gave me great credit for having obtained so much information.

The foregoing explanation will, I trust, prove to his Lordship in Council how utterly unconscious I was that I was ever likely to be called upon for a detail of my proceedings, and will also show how it occurred that all that Ragoba said when I was questioning him was not given *in extenso* or verbatim.

It occurs to me, that in alluding to the deposition of Ragoba as freeing Smith of being cognizant of Craig's misdeeds, and hence inferring that I had no grounds of suspicion against Smith, it has been lost sight of, that although Ragoba does give the statement (as referred to in Mr. Malet's letter), on the first occasion of my questioning him, yet on a subsequent occasion, as reported by me to Colonel Outram, he distinctly said in presence of my clerk Byramjee, that Smith was present on one or two occasions when conferences took place between himself (Ragoba), Craig, and Joteshwar.

Finding from Ragoba's first deposition that Smith was a brother-in-law of Craig's, and learning that they lived under the same roof, were the circumstances that first raised my suspicion; but it will be seen by what I have just stated in the last paragraph, they did not by any means form the only or the strongest grounds upon which they were based. On the first occasion of seeing the Baroda papers in Smith's hands, when I called at the Secretariate to speak to Mr. Malet, I mentioned that I had learned that Smith was a brother-in-law of Craig's, and that I suspected him, and I distinctly remember that Mr. Malet then told me he was quite aware of the family connexion existing between them, but he did not appear to enter into my suspicions; this was perhaps natural enough, for to him, I presume, Mr. Smith had been long known, while to me he was a perfect stranger, whom to the best of my knowledge I had never before seen, and whose name I had never even heard of till it was mentioned by Ragoba, under what at the time struck me as suspicious circumstances. That I attached less weight to the meaning of the threat said by Ragoba to have been held out by him to Craig than has been given to it by the Honourable Board, is perhaps also to be accounted for by the character Mr. Smith, as one of the principal clerks in the Political Department of the Secretariate, had hitherto borne, being known to Government; while I took it only at what I, without any knowledge of Mr. Smith's character, considered it to be worth in connexion with the fact of Mr. Smith being Craig's brother-in-law, and living under the same roof with him while in Bombay.

The following extracts from Colonel Outram's notes to me will, I think, prove to his Lordship in Council that that officer was not only aware of my want of confidence in the statement of Ragoba, but that he himself had similar doubts, and as I never had the honour to receive any communication either directly or indirectly from Government, in connexion with the inquiry, except as mentioned in the beginning of these explanatory remarks, I had no means whatever of knowing that they had taken a different view of the subject. The extracts I have referred to are as follows: "I regret to say, I have been unable to get any information regarding Ragoba's visit to Baroda." This was written by Colonel Outram in reply to a letter from me, in which I said that I was led to believe Ragoba had visited Baroda, but that I could not get any acknowledgment of the circumstance from him. Again, Colonel Outram says, "You will see that there are some discrepancies between them (Joteshwar's examination and Ragoba's statement), but I have little doubt, Ragoba's is the correct version;"

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* My dear Barr,

OUTRAM's letter of the 21st October has been placed before the Board, and Malet has requested me to inform you that the conditional promise of pardon proposed by Outram may be made to Mr. Cole, provided you think it will be conducive to the public service to follow that course.

Secretary's Office, 1 Nov. 1850. (signed) *H. Goldsmid.*

Intrigues at Baroda and Bombay.

version;" and again, he says, "I suspect Ragoba could disclose much if he chose, regarding large sums of money disbursed by Baba Nafra, about the time he (Ragoba) is said to have visited Baroda, which he has failed to account for; you have certainly managed well to get out all you have done from so cunning a gentleman as Ragoba appears to be, and perhaps you may yet get more."

This closes my remarks upon the first instance contained in Mr. Malet's letter, and explains, so far as now in my power, the several points mooted.

Second Instance.—In reply to these observations, all I have to urge is, that I was in no way aware that this inquiry was entrusted to me by Colonel Outram, except as I have already stated, as his personal friend, and I entered the more keenly into it on finding that a clerk of my own office was implicated. I need hardly say, I trust, that had I been made aware that I was not conducting it to the satisfaction of Government, or indeed that I was intrusted with it by Government, I would gladly have conformed to any rules for my guidance that might have been given me, but being convinced by Colonel Outram's letters that he was satisfied with what I was doing, as well as with the mode in which it was done, I continued the same course throughout.

Third Instance.—In explanation of the third instance I beg to observe, that so long an interval (upwards of twelve months) had intervened between the date of my interview with Mr. Malet at the Secretariate, when the communication referred to regarding my suspicion of Mr. Smith was made, and that upon which my letter to Government, alluded to in Mr. Malet's letter, was written, and as I had no notes or data upon the point wherewith to refresh my memory, I fell into an error in that letter, which when subsequently discovered I hastened to correct by a letter to Mr. Malet, dated the 30th of December, in which I stated as follows: "By the by, I find on making the inquiries which I have been obliged to do to answer your letter of the 15th instant, that you must be right in your recollection* of the warning I gave you against Smith at the interview I had with you previous to your departure to the hills, about October 1850. It was not, I find, till subsequent to that date I was aware of Smith's being present at the conferences which took place between Craig, Joteshwar and Ragoba; my warning, therefore, must have been suggested merely upon the suspicions raised in my own mind from learning that Craig and he were brothers-in-law." This letter was returned to me by Mr. Malet, in consequence of its being a private one, and I then on the following day wrote the official letter, in which a similar explanation is offered; had I been aware that the inquiry in which I was at the time engaged had been officially intrusted to me by Government, I should, of course, have adopted a much more formal and precise mode of conducting it, and would then have been in possession of dates, &c., which would have precluded the possibility of my falling into the error noticed, and which has drawn down upon me the severe censure I have received; but, as already explained, I had no reason to imagine that my duties in the inquiry bore the official character now given to them.

Fourth Instance.—My answer to this portion of Mr. Malet's letter is, that previous to his leaving Bombay, upon the occasion of the interview I had with him at the Secretariate, I first became aware that the Baroda papers were in Mr. Smith's hands. To this it was I alluded in my note to Mr. Malet of the 18th October (at least such is my firm conviction). After Mr. Malet's departure from Bombay, and when Mr. Goldsmid was officiating for him, I again found that Mr. Smith was still intrusted with the Baroda papers. It was my finding this to be the case that led me to conclude that it was useless for me to attempt to carry out my intention of questioning Mr. Cole.

The only information I anticipated being able to gain from Mr. Cole was evidence against Smith, and on finding the Baroda papers still in his hands on this latter occasion, I came to what I most respectfully submit was the very natural conclusion, that he must be cognizant of all that had passed between me and Colonel Outram upon the subject; and as the note from Mr. Goldsmid informing me of the conditional pardon for Cole, expressly stated that I was to use my own discretion in availing myself of it or not, I came to the determination of refraining from doing so, thinking I should be best consulting the interest of Government by this course.

Upon coming to this conclusion, I wrote to Colonel Outram, telling him that, under all the circumstances of the case, I found it useless to interrogate Mr. Cole, and consequently that I had given up the inquiry.

I can most distinctly assert that the foregoing were the circumstances which actuated me in giving up the inquiry, and it is my strong conviction, amounting almost to a certainty, that the date upon which I found the Baroda papers, for the last time, in Mr. Smith's hands, was subsequent to that upon which I wrote my note of the 26th October to Mr. Malet; but, upon this latter point, Mr. Goldsmid can perhaps give some definite information, as the circumstances occurred in his office, while he was officiating for Mr. Malet.

It may be asked why, with the evidence before me that Mr. Cole had himself received money from Baba Nafra's agents, I should suggest to Colonel Outram the giving of a conditional

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* This refers to a conversation I had with Mr. Malet, after sending in my letter of the 9th December, in the course of which he said that I had fallen into an error with regard to the warning I had given him.

Intrigues at Baroda and Bombay.

tional pardon to him. My reply is, that from Colonel Outram's letter, as well as from my own conviction, I believed that the principal culprits were connected with the Secretariate, and as Mr. Cole was not employed in that branch of the public service, I concluded that any part he had taken in the Baroda affair must be very secondary to that of the persons in the Secretariate, and I therefore thought that if, by securing his evidence against Smith, I could lead to his conviction, I should be lending very material assistance to Colonel Outram in the inquiry in which he was engaged.

Fifth Instance.—The course which I told Mr. Malet, in my note of the 18th October 1850, I had proposed to Colonel Outram for his adoption, was, that he should apply to Government for a conditional pardon for Cole.

By the demi-official note from Mr. Goldsmid, already quoted in the commencement of this explanation, I was made aware that Colonel Outram had made the application to Government as suggested by me, and that the Honourable Board had decided that the promise of conditional pardon might be made to Mr. Cole.

Now, I beg most respectfully to submit that there was nothing in Mr. Goldsmid's demi-official note to lead me to suppose that it was my duty to inform Colonel Outram that Government had acceded to his proposal. I thought the intimation was given me, in the form in which I received it, to enable me, if I deemed it conducive to the public service, at once to go on with my intended inquiry from Mr. Cole, but I never for a moment imagined that Colonel Outram's official application direct to Government would not receive a direct official reply.

That I did not inform Government with my having discontinued my inquiry, was but in strict accordance with the course I had pursued all along with the knowledge and concurrence of Mr. J. P. Willoughby, and one from which I in no case deviated, except when finding a clerk of my own office implicated, I wrote the official letter regarding Ragoba. I submit that I might with equal justice have expected to have been required to communicate the result of my inquiry from that person direct to Government, as to inform the Honourable Board direct with reference to Mr. Cole.

Mr. Malet's letter under reply appears to express a doubt as to whether I ever did communicate to Colonel Outram the relinquishment of my share in the inquiry; in proof, therefore, that I did do so, I beg to state that my letters to Government of the 9th and 31st December, 1851, were submitted to Colonel Outram, who was at the time in Bombay, and in returning them to me, he wrote as follows: "So far as my memory serves me, you give a correct statement of the circumstances."

There is one portion of Mr. Malet's letter to which I have not yet alluded, because I am not sure that the interpretation I have put upon the passage is that which it is meant to convey. The following is the extract in question; viz.: "It does not appear to be a sufficient or satisfactory reason on your part to assign for not having acted on the authority thus conveyed, or in any way pursued the inquiry you were prosecuting, still less for your having failed to intimate that you had dropped it, to allege on the 9th December 1851 that you so dropped it because you found the papers in the hands of Mr. Smith, when you had been cognizant of that fact in 1850, and had, notwithstanding you were so cognizant, left Government to believe that you were carrying on the investigation." If by this it is intended to imply that between the date of my giving up the inquiry, as already explained, and as reported to Colonel Outram in the year 1850, and that upon which my letter of the 9th December 1851 was laid before Government, his Lordship in Council was under the impression that I was still engaged upon the investigation, I beg to explain that throughout that period, extending over twelve months, I received no communication whatever connected with the Baroda question, either from Government or from Colonel Outram, with the exception of the letter from Government, dated 1st November 1850, to which mine just referred to was a reply; and further, that as I applied in the month of August 1851 for three months' leave of absence to visit Egypt, I might have reasonably expected that had Government considered that I was still engaged upon the inquiry, the boon thus granted me would have been refused, or at any rate that I should have been called upon before leaving Bombay to state what steps I was taking with reference to the inquiry, and whether my absence would not interfere with it. As I was not, however, favoured by any communication from the Honourable Board, and as no such explanation was called for, I submit that I had just ground for supposing that Government was aware of my having dropped the inquiry, and cognizant, through Colonel Outram, of the reasons which had operated to induce me to relinquish it.

As a proof that although, as already stated, I gave up the inquiry, yet that my interest in it had not ceased, and my zeal for the successful issue of Colonel Outram's investigation remained unabated, I beg to bring forward the following circumstances. On one occasion that I was conversing with Mr. Malet at his office, I expressed my surprise that Government did not apprehend Craig, upon which Mr. Malet said they would be very glad to do so if they could catch him; this dwelt in my memory, and recollecting that Craig was a pensioner on the Military Fund, of which I am a director, I determined that when his mother in Bombay applied as usual for his pension, I would request the secretary to call for a life certificate; at the same time I wrote a private note to the secretary of the Military Fund, explaining that the life certificate in question was required in connexion with some inquiries then going on in another quarter regarding Craig, and that when received I would thank him to let me have it. In due time the life certificate was produced, and was as follows:—

"Calcutta,

Intrigues at Baroda and Bombay.

"Calcutta, 24 February 1851.

"This is to certify that Mr. Robert Dundas Craig is alive, and has this day personally applied to me for this life certificate to enable his mother in Bombay to draw his annuity from the Military Fund of that Presidency.

(signed) "*J. A. Moffatt Mills*,
"Chief Magistrate of Calcutta."

"24 February 1851.

Immediately on receipt of this certificate I informed Mr. Malet that I had obtained it. I believe that a similar life certificate has subsequently accompanied each application made to the Military Fund by Mrs. Craig, for her son's pension, up to the present time.

(signed) *H. J. Barr*, Captain,
Military Paymaster.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell*.

I WOULD merely answer Captain Barr to the effect that his letter has been received and submitted to Government, but neither that letter nor its accompaniments contain matter of a nature to alter the unfavourable opinion we have expressed, and that this latter correspondence will be forwarded to the Honourable Court, as the former part has already been.

I have made a few remarks on Captain Barr's letter , which I should wish to be transmitted by the same mail with the letter itself.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

25 September 1852.

No. 4262 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *H. J. Barr*, Military Paymaster.

Sir,

IN acknowledging the receipt of your letter dated the 3d ultimo, I am directed by the Right honourable the Governor in Council to inform you that nothing is stated in that communication, nor in its accompaniment, to induce Government to alter the unfavourable opinion already communicated to you with reference to your proceedings therein reviewed.

2. I am at the same time to inform you that a copy of your present letter, and of its accompaniment, will be forwarded to the Honourable the Court of Directors, in continuation of the previous correspondence on this subject, which has already been submitted to that authority.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 1 October 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell*.

I HAD intended to make some further comments on Captain Barr's last letter, but on reconsideration, as it appears to contain no new matter, and every point is fully treated in our letter to this officer of the 11th August, I propose that the papers be now transmitted to the Honourable Court, in accordance with the first para. of my Minute of the 25th September.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

9 November 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Intrigues at Baroda and Bombay.

Extract Bombay Political Consultation, September 1852.

No. 639 of 1852.—Transfer from the Financial to the Political Department.

No. 1254 of 1852.—Territorial Department.

To *J. G. Lumsden*, Esq., Secretary to Government.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 4th instant, No. 606, and to report, for the information of the Right honourable the Governor in Council, that I have been informed that Mr. Cole had made arrangements to leave London on the 1st instant, to return by the September mail, which may probably not arrive in Bombay until the 4th or 5th proximo.

2. I request, therefore, I may be informed whether the arrival of the mail may not be awaited before carrying out the instructions conveyed in your letter under acknowledgment.

I have, &c.,
(signed) *G. J. Blane*,
Military Accountant.

Bombay Castle,
Military Accountant's Office,
7 September 1852.

RESOLUTION.

WITH reference to the transfer from the Political Department, No. 3777, dated the 28th ultimo, ordered that a copy of a letter from the Military Accountant, No. 1254, dated 7th instant, be transferred to that department for consideration, the result being communicated to this department.

10 September 1852.

(signed) *A. Malet*,
Chief Secretary to Government.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*.

THE arrival of the mail may be awaited.

18 September 1852. (signed) *Falkland.*
D. A. Blane.

I defer.

25 September 1852. (signed) *A: Bell.*

No. 4225 of 1852.

RESOLUTION of Government in the Political Department.

WITH reference to the transfer from the Financial Department, No. 639, dated the 10th instant, ordered that an intimation be made to that department for communication to the Military Accountant, in reply to his letter, No. 1254, dated the 7th idem, that previous to carrying out the instructions contained in the Government letter to his address, No. 606, dated the 4th instant, relative to Mr. R. L. Cole, the arrival of the mail alluded to may be awaited.

Bombay Castle,
29th September 1852.

(signed) *A. Malet*,
Chief Secretary.

Intrigues at Baroda and Bombay.

No. 1413 of 1852.—Military Department.

To *A. Malet*, Esq., Chief Secretary to Government.

Sir,

I HAVE the honour to report for the information of His Lordship in Council that I have, in conformity with the instructions contained in Mr. Secretary Lumsden's letter of the 4th ultimo, struck off this day the name of Mr. R. L. Cole from this establishment.

2. I have appointed Mr. A. Jardon, the head book-keeper, to succeed Mr. Cole, and Mr. J. N. Robinson, at present employed in the Accountant-general's office, to act on trial for three months in succession to Mr. Jardon; I have appointed the latter person acting for the present, that I may judge of his fitness for the situation before confirming him in it.

I have, &c.
(signed) *G. J. Blane*,
Military Accountant.

Bombay Castle,
Military Accountant's Office,
11 October 1852.

No. 715 of 1852.—Territorial Department.—Finance.

RESOLUTION.

WITH reference to the resolution of Government in the Political Department, No. 4225, dated the 29th ultimo, ordered that a copy of a letter from the Military Accountant, No. 1413, dated the 11th instant, be transferred to that department for information.

(signed) *A. Malet*,
Chief Secretary to Government.

26 October 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell*.

RECORDED for mention to the Court on a fitting opportunity.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

31 October 1852.

(True extract.)
(signed) A. Malet,
Chief Secretary.

Extract Bombay Political Consultation, April 1852.

To *H. E. Goldsmid*, Esq., Secretary to Government, in Charge of the Political and Secret Departments, Secretariate, Bombay.

Sir,

WITH reference to former correspondence relating to my dismissal, I beg respectfully to request the favour of your being pleased to submit the following for the favourable consideration of the Right honourable the Governor in Council.

Understanding that Dajee Dhondeo Satay, and his brother, Wamun Row Satay, are at present residing in Bombay, I beg respectfully to solicit that the Right honourable

Intrigues at Baroda and Bombay.

honourable the Governor in Council will be pleased to cause these persons being examined before a justice of the peace, touching the identity of the individual from whom they obtained the information which was found in Dajee's letter at the post-office at Baroda, and on which account I was dismissed on suspicion. In the absence of such a process, the actual transgressor will hardly be traced, and thus perhaps remain unpunished, at the undeserved expense of myself and helpless family.

For which act of kindness I shall feel grateful.

(signed) I am, &c.,
Daniel Marston.

Bombay, 29 March 1852.

MEMORANDUM by the Secretary in Charge, Political Department.

As regards the case which led to Mr. Marston being dismissed.

Information required from the Political Department.	*Minutes of Government in a Case before them, connected with pecuniary Claims on his Highness the Gaekwar.*
WHAT was the purport of the papers or letters which were intercepted by Lieutenant-colonel Outram?	Yes; on the 10th October 1851. Colonel Outram was convinced that the enclosures were in the handwriting of Dhajee Dhondey Sateh, the brother in Bombay of Wamun Rao Satteh, but they both denied that they were so.
Did Lieutenant-colonel Outram examine Wamun Rao Saté at Baroda, and if so, did he admit that those under cover to his address were from the alleged writer?	Yes, on the 12th October 1851.
Did Mr. Malet examine Dhajee Dhondey Saté at Bombay, and if so, did he admit that the papers had been sent by him to Baroda?	No, he denied having done so.

2 April 1852. (signed) *H. E. Goldsmid.*

MEMORANDUM by the Secretary in Charge, Political Department, dated 2 April 1852.

THE Secretary in charge, Political Department, presents compliments and begs to forward Mr. Ackland,

A letter dated 29 March 1852, from Mr. Marston, a clerk lately dismissed from the Political Department of the Secretariate.

A note addressed by him, under date 29 March 1852, to Mr. Malet, Chief Secretary, at Mahabuleshwur.

Mr. Malet's reply written thereon, in pencil, and dated 31 March 1852.

A memo. of this date showing the nature of the documents referred to by Mr. Marston, and of the pleas already set up by Wamun Rao and Dhajee Dhondeo Saté relative to that document.

The Secretary will be obliged by Mr. Acland favouring him with his opinion on the part underlined in Mr. Malet's pencil note, returning the present memo. and accompaniments with his reply.

2 April 1852. (signed) *H. E. Goldsmid.*

Demi-

Intrigues at Baroda and Bombay.

Demi-Official Note from Mr. *Goldsmid* to Mr. *Malet.*

My dear Malet,

I send you for disposal a letter received to-day from Mr. Marston. It has not been in the office.

Sincerely yours,

Bombay, 29 March 1852. (signed) *H. E. Goldsmid.*

Demi-Official Note from Mr. *Malet* to Mr. *Goldsmid.*

My dear Goldsmid,

Please ask the lawyer if we can examine these men; if we can, they may be called on; if not, Mr. Marston may be told so.

Yours, &c.

31 March 1852. (signed) *A. Malet.*

Opinion of the Honourable Company's Solicitor.

I am not aware of any law under which a justice of the peace has jurisdiction to conduct an examination such as is suggested; that is to say, compulsorily, or upon oath. From the memorandum furnished to me, one of the parties (Wamun Row) appears to have been interrogated by Colonel Outram, and the other (Dhajee Dhondoo) by Mr. Malet.

(signed) *Wm. Acland,*
H. C. Solr.

2 April 1852.

Further Memorandum by the Secretary in Charge, Political Department.

The Secretary in charge of Political Department has the honour to forward the above papers to the Chief Secretary, with a request that a draft of the reply to be given to Mr. Marston may be sent him.

2 April 1852. (signed) *H. E. Goldsmid.*

Draft of proposed Reply to Mr. *D. Marston.*

Sir,

I am directed by the Right honourable the Governor in Council to inform you that there is no law under which a justice of the peace can conduct such an examination as suggested in your representation of the 29th ultimo; that is to say, compulsorily, or upon oath; and that your request therefore cannot be complied with.

(Approved.)

(signed) *Falkland.*

Minute by the Honourable Mr. *Bell.*

Mr. Marston might further be told that Wamon Rao Sattay was interrogated on the subject by Colonel Outram, and Dhajee Dhondeo Sattay by the Chief Secretary.

8 April 1852. (signed) *A. Bell.*

Minute by the Honourable Mr. *Warden.*

I would add that Mr. Marston is at liberty to make his own application to any justice of the peace.

8 April 1852. (signed) *John Warden.*

Intrigues at Baroda and Bombay.

No. 1532 of 1852.—Political Department.

To Mr. *D. Marston.*

Sir,

I AM directed by the Right honourable the Governor in Council to inform you that there is no law under which a justice of the peace can conduct such an examination as suggested in your representation of the 29th ultimo; that is to say, compulsorily, or upon oath; and that your request therefore cannot be complied with. You are, however, at liberty, should you see fit, to make your own application to any justice of the peace.

2. I am at the same time desired to inform you that Wamun Rao Satay was examined by Lieutenant-colonel Outram (at Baroda), and Dhajee Dhondey Satey by the Chief Secretary (in Bombay), in the month of October last, on the subject alluded to by you.

Bombay Castle,
8 April 1852.

I am, &c.
(signed) *H. E. Goldsmid.*

To *H. E. Goldsmid*, Esq., Secretary to Government in Charge, Political Department, Bombay.

Sir,

IN respectfully acknowledging the receipt of your letter, No. 1532, dated the 8th instant, I beg to request the favour of your being pleased to submit my further respectful solicitation for the favourable consideration of the Right honourable the Governor in Council, which is as follows:

That as the matter connected with my dismissal is strictly of a political nature, I am precluded from proceeding against Dajee Dhondey Satay and his brother, in a criminal court; unless, perhaps, Government were to interfere, as it did in the case of Dhackjee Dadajee.

Apart from the above, I am given to understand on excellent authority, that the examination alluded to in the second para. of your letter under reply, elicited no more than the denial, *in toto*, of the brothers; that the letter which was intercepted was not theirs, the same having been written, as asserted by them, by an enemy, who endeavoured by those means to injure them. Furthermore, it appears that subsequent to the examination in question, Wamun Rao's letter to his brother Dajee, placing him on his guard in reference to what had happened at Baroda, was made over to Government by one Vistnabhut Pooranick, in the hope of obtaining a reward. What transpired on this coming to light I know not, but suffice it to say, that as I have been thus far made acquainted with these facts by people who not only sympathise with me, but who know that I have been made to suffer undeservedly, I beg, with all due deference, to solicit that his Lordship in Council will graciously sanction my being favoured with a liberal trial, under the provisions of Act XXXVII. of 1850, so as to enable me to have prepared a supplementary memorial for submission to the Honourable the Court of Directors, and with reference to their circular letter, dated July last.

For which act of kindness I shall feel grateful.

I am, &c.

Bombay, 10 April 1852. (signed) *D. Marston.*

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Messrs. *Bell* and *Warden.*

MR. MARSTON may be informed that his request cannot be acceded to.

(signed) *Falkland.*
A. Bell.
J. Warden.

12 April 1852.

No.

Intrigues at Baroda and Bombay.

No. 1734 of 1852.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to Mr. *Daniel Marston*, Bombay.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, dated the 10th instant, and to inform you that the request therein preferred cannot be acceded to.

I am &c.
(signed) . *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle, 23 April 1852.

EXTRACT Paras. 4. to 7, from a Despatch from the Honourable the Court of Directors, dated 23 June, No. 19, of 1852.

Answer to Political Letter, dated 3d February, No. 15, 1852, and to Political Letter, dated 4th March, No. 27, 1852.

Communications from Lieut.-colonel Outram, bringing to the notice of Government, the fact that copies of official documents had been illicitly obtained by persons alleged to be employed by Bhow Tambekur, minister of the Gaekwar, and proceedings in consequence.

4. Lieut.-colonel Outram having reason to believe that the deliberations and intentions of your Government were made known to the Gaekwar's Durbar, even before official information of them reached the British Resident, "has long sought in vain," as he observed in his letter, dated 13th October 1851, "to ascertain the channel through which the information is conveyed to Baroda." At length, having had anonymous information from Bombay, implicating Wamun Rao Dhondeo Satteh (carbarree of the late Bheema Shunker Shastree) and his brother Dhajee Dhondeo Satteh, at Bombay, he ordered the clerk at the Baroda post-office to detain all the letters brought from Bombay which were addressed to Wamun Rao Satteh, and to certain other persons, under cover to whom Wamun Rao was known to have received letters; and also all letters sent to the post-office by Wamun Rao, or by Narrain Rao, lately a karkoon in the Residency Office. Then sending for the persons to whom the packets were directed, and for Narrain Rao, he required them to open the letters in his presence.	No remark.
5. It was found that the letters thus opened contained, to use the words of Lieutenant-colonel Outram, "not merely the purport and even transcript of Government despatches, but detailed accounts of the deliberations of Government, and even transcripts of the minutes of each member of Government."	No remark.
6. Among the very few persons who had access to the information thus betrayed was Mr. Marston, a junior clerk in the Secretary's office. Circumstances calculated to excite suspicion having been observed with respect to him, he was examined, and the result of his interrogation by Mr. Malet, combined with a written paper found in his possession, appeared to you to afford such evidence against him as induced you not only to dismiss him from his situation, but to prohibit his re-employment in the service of Government. 7. The	Mr. Marston's memorial was forwarded to the Honourable Court of Directors in political despatch, date 4th March, No. 27; this letter has been acknowledged in the 1st paragraph of their despatch, and his case would seem to be disposed of. Since, however, no intimation to this individual is necessary, except

Intrigues at Baroda and Bombay.

7. The paper in question, combined with Mr. Marston's admissions, proved some connexion on his part with Dhajee Dhondeo Satteh, the agent through whom the information was sent to Baroda, as well as with Bappoojee Khametkur, one of the writers of the intercepted letters, and with Raojee Bhaskur, a man formerly dismissed from the public service for mal-practices, and receiving a pension from the Gaekwar. The paper itself is a receipt for 30 rupees, paid by Raojee Bhaskur, on account of Mr. Marston, as an instalment of a debt due to Bappoojee Gopal, and is signed on Bappoojee's behalf by Dhajee Dhondeo Satteh. Mr. Marston admits an acquaintance with Raojee and Bappoojee, and a loan of money from the latter, but denies any acquaintance with Dhajee. The case is altogether one of such strong suspicion, and the misconduct of a character so injurious to the public interest, that we approve of your having not only dismissed Mr. Marston from the Secretary's office, but declared him excluded from the service of Government.

except on an express reply to his memorial, such reply may be awaited before making any communication to him.

To *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

With reference to my letter, dated the 3d February last, I beg respectfully to request the favour of your being pleased, with the permission of the Right honourable the Governor in Council, to forward to its destination also, the accompanying supplementary memorial (in triplicate) for the favourable consideration and benign disposal of the Honourable the Court of Directors.

Poonah,
23 October 1852.

I am, &c.
(signed) *D. Marston.*

To the Honourable the Chairman and President of the Honourable the Court of Directors for the Affairs of the Honourable the East India Company, London.

The further respectful Supplementary Memorial of *D. Marston*, late a Junior Assistant in the Political and Secret Departments of the Secretariate, Bombay,

Most respectfully showeth,

1. That in continuation of his memorial to the address of your Honourable Court, under date the 3d February last, your memorialist begs humbly to submit a few more paras. in continuation thereof, in the humble hope that he will most assuredly obtain the justice which he had patiently waited for; and which, notwithstanding all his endeavours, has been denied him by the Bombay Government.

2. Having had but a very imperfect idea as to the cause which led to his dismissal, at the time he framed his last memorial, your memorialist was not in a sufficiently qualified position at that time to defend himself as satisfactorily as the case might have required; and hence his having confined himself mostly to the malpractices which had existed in the political and secret departments of the secretariate; and which having been unchecked, led, in a great measure, to this and that innocent clerk being suspected as the party who might have been guilty of clandestinely having afforded information; and which mistake in your memorialist's case had led to the cause of not only his dismissal from office, but also to the cause of his entire undeserved ruin, both in character and circumstances; he begs that the following points will go to substantiate his innocence, and be the means of restoring to him that which he has been stripped of, without any legitimate cause being shown or substantiated for such a step.

1st. That had your memorialist borrowed the money under notice, for the express purpose of affording information from office, he would have neither mortgaged his property, paid back nearly one half of it, nor have obtained the same publicly, and with the knowledge of most of his friends in office.

2d. That

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2d. That if a private understanding, of the like above alluded to, did actually exist, your memorialist would not have surely been that daring as to deposit such a receipt, and under such circumstances, in a large rough-made exposed chest, which he had in use (in the absence of any drawer to his desk) in the office; notwithstanding that all Bombay was aware of the fact of Colonel Outram's proceedings with the Government, touching the corrupt system of "Khutput" being high in vogue at the Presidency.

3d. That the cause which led to your memorialist's having been suspected was not only next to natural, but which your memorialist anticipated would have been the case sooner or later, from the circumstance of his having been generally employed by wealthy natives of Bombay for the private tutoring of their children; which, owing to the inadequacy of his salary whilst in the Military Board Office and Secretariate, and the heavy family he had to support, your memorialist was in the habit of attending to from the time he came to Bombay from Madras, viz., the year 1846, and which was the sole means of keeping him above becoming an insolvent; inasmuch as he had native friends who were ever ready to afford him a helping hand, and as, for instance, by the loan of money, which he had obtained by way of assistance, and which aroused the suspicion that led to his undeserved dismissal.

4th. That Messrs. Malet and Thomas's procedure in simply asking your memorialist questions about the said money transaction, without directly charging him with what they might have suspected him to be guilty of, and thereby of having not afforded your memorialist an opportunity of defending himself, is not only totally unsatisfactory, but to the very letter, that incompatible, as to render such a process altogether unjustifiable in the extreme, and therefore not in the least calculated to warrant either your memorialist's dismissal or interdiction.

5th. That the fact of your memorialist having been thrown on the wide world, on his dismissal, pennyless and in debt, besides the repeated calls made on him by his creditor, Bapoojee Gopall Kanittrur, accompanied by threats for the money he had lent your memorialist, and which led to his dismissal, is another of the many unquestionable proofs which go to substantiate his innocency.

3. Anxious as your memorialist has been, and still is, to trace out the actual delinquent or delinquents on whose account he has been made to suffer undeservedly, your memorialist was not even in this step encouraged by the Bombay Government, as will be seen from the following circumstances.

4. On the 29th of March last your memorialist addressed the Bombay Government to the effect, that "understanding that the parties, Dajee Dhandeo Satay, and his brother Wamon Rao Satay, are at present residing in Bombay, I beg respectfully to solicit that the Right honourable the Governor in Council will be pleased to cause these persons being examined before a justice of the peace, touching the identity of the person from whom they obtained the information which was found in Dajee's letter, at the post-office at Baroda, and on which account I was dismissed on suspicion." "In the absence of such a process, the actual transgressor will hardly be traced, and thus perhaps remain unpunished, at the undeserved expense of myself and helpless family."

5. In reply to the foregoing, your memorialist was informed "that there is no law under which a justice of the peace can conduct such an examination as suggested in your representation of the 29th ultimo, that is to say, compulsorily, or upon oath, and that your request therefore cannot be complied with." "You are, however, at liberty, should you see fit, to make you own application to any justice of the peace." Also, "I am at the same time desired to inform you, that Wamun Rao Satay was examined by Lieutenant-colonel Outram (at Baroda), and Dajee Dhandeo Satay by the Chief Secretary (in Bombay), in the month of October last, on the subject alluded to by you."

6. In acknowledging the receipt of the preceding reply, your memorialist reiterated as follows: "That as the matter connected with my dismissal is strictly of a political nature, I am precluded from proceeding against Dajee Dhondeo Satay, and his brother in a criminal court; unless, perhaps, Government were to interfere, as it did in the case of Dhackjee Dadajee." Further, that, "apart from the above, I am given to understand, on excellent authority, that the examination alluded to in the 2d para. of your letter under reply, elicited no more than the denial *in toto* of the brothers, that the letter which was intercepted was not theirs; the same having been written, as asserted by them, by an enemy, who endeavoured by those means to injure them." "Furthermore, it appears that, subsequent to the examination in question, Wamun Rao's letter to his brother Dajee, placing him on his guard in reference to what had happened at Baroda, was made over to Government by one Vishnoobhut Pooranick, in the hope of obtaining a reward." "What transpired on this coming to light I know not; but suffice it to say, that as I have been thus far made acquainted with these facts by people who not only sympathise with me, but who know that I have been made to suffer undeservedly, I beg with all due deference to solicit that his Lordship in Council will graciously sanction my being favoured with a liberal trial, by a court of inquiry, under the provisions of Act XXXVII. of 1850, so as to enable me to have prepared a supplementary memorial for submission to the Honourable the Court of Directors, and with reference to their circular letter dated July last."

7. To the foregoing, your memorialist was summarily answered, "that the request therein preferred cannot be acceded to."

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8. Your memorialist, on the 4th instant, requested to know from Government whether a reply was received as yet to his memorial to the address of your Honourable Court, under date the 3d February 1852; and was answered to the effect, "Mr. Marston is informed that no answer to his memorial of the 3d February last has been received from the Honourable the Court of Directors, beyond an acknowledgment of its receipt." It will, therefore, be perceived that your memorialist has not only been deprived of his situation undeservedly, but that he has been precluded from being ever again re-employed under Government, and that what still renders his position worse is, that he feels a reluctance, under such circumstances, even to apply to a mercantile firm for a situation, and which as it were for ever seals your memorialist's ruin, without his at all deserving it.

9. Your memorialist begs humbly to submit, that although a poor man, he has a character to uphold, at the very risk of his life, equally to the first of the land; inasmuch as he possesses the feelings, &c., of a European, born within the sphere of England's soil, from the presumptive circumstance of his father by blood having, once on a time, proved himself to have been one of the ablest officers that ever wielded his sword towards the upholding of England's supremacy in the conquering of India, at no less a price than the shedding of his blood on the fields of India; and that, therefore, besides the fact of your memorialist's innocency, he finds it contrary to his nature to submit to a punishment which has been unjustly imposed on him, and is in consequence driven to the necessity of humbly retaliating, until English justice has been fairly awarded to him.

10. Poor as your memorialist is, his constant desire is that he might have it in his humble power to prosecute the matter before the scrutinising research of a supreme court of judicature, at the hands of which tribunal, considering the advantage he has really obtained with regard to what he has been made acquainted with since his dismissal, he would be able, in assimilation with a precedent connected with one Venetrailoo of Madras, to obtain damages for "defamation of character," at no less a price than about 50,000 rupees or so.

11. Your memorialist therefore prays, that under all the circumstances that have been brought to your benign notice, besides the unquestionable fact of his being aware of as much of the secrets of the Western Government, which, as a private individual, and owing to the severe undeserved treatment he has been, and still is subjected to, he might make use of, if eventually driven to do so, your Honourable Chairman and President of your Honourable Court will kindly cause that justice to be afforded to him which will restore to him the legitimate rights that he has been deprived of; but that in the absence of such, at least to sanction his being favoured with a liberal trial, which would tend to prove that your memorialist had suffered without deserving it; and also, perhaps, be the means of bringing to light many secrets which have hitherto been shrouded up in mystery and oblivion.

12. In conclusion, your memorialist further prays that your Honourable Court will, under the circumstances, graciously excuse any error that he might have committed in the framing of his former and present (supplementary) memorial.

For which act of grace your memorialist will, as in duty bound, ever pray.

(signed) *Daniel Marston.*

Poonah, 23 October 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

THIS memorial should be sent to the Honourable the Court of Directors, with a remark that it contains nothing to change the opinion which this Government has already recorded.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

31 October 1852.

No. 5026 of 1852.—Political Department.

To Mr. *Daniel Marston*, Poonah.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, dated the 23d ultimo, and to inform you that the

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the memorial to the address of the Honourable the Court of Directors, therewith forwarded, will be transmitted to that authority by the Overland Mail of to-morrow.

I am, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 15 November 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, December 1852.

MEMORANDUM by the Secretary in Charge of the Political Department.

1. WITH reference to the undetermined portion of the annexed extract from the Report of the Committee of Secretaries, lately assembled by order of Government, to examine Ragoba Moroba and other parties, on the subject of certain information given by that individual to Captain Barr, connected with Baroda intrigues, the Secretary to Government, in charge of the Political Department,* begs to inform the Honourable Board that his attention has been called by the Secretary to Government in the Judicial Department to some proceedings † of Government in the Secret Department, recorded in consultations of the 9th June and 30th July 1845.

† Herewith circulated.

2. The proceedings referred to relate to two anonymous (unsigned) letters, dated Baroda the 9th and 19th May 1845, which were addressed to Mr. Willoughby, then Chief Secretary to Government, and which, on receipt by that gentleman, were laid by him before the Honourable Board.

3. These letters were on the subject of certain intrigues which the writer alleged were then in progress at the Court of his Highness the Gaekwar, in conjunction with certain parties at Bombay, and the writer stated that a person named " Ragoba Purvoe, Chippee by caste," who he alleged was in the employ of Major Del Hoste, ‡ then Deputy Quartermaster-general of the army, had taken a conspicuous part in some recent intrigues connected with the affairs of Baroda, in which, in order to effect the subjects he (Ragoba) and other individuals had in view, he had made use of the name of Mr. Willoughby and Major Del Hoste, as being the gentleman through whom he could effect them.

4. The secretary in charge of the Political Department begs to draw attention to the fact that the Purvoe Ragoba is alluded to in the anonymous correspondence as being of the "chippee" caste, a word which, in the province of Guzerat, whence the writer addressed his letters, is applied to the " tailor" caste, and that Ragoba Moroba, in his evidence before the Committee of Secretaries, stated that he belonged to the tailor caste. This coincidence renders it very probable that Ragoba Moroba may be identical with the Ragoba of the chippee caste, alluded to in the above correspondence.

(signed) *H. E. Goldsmid,*
Secretary to Government.

5 May 1852.

EXTRACT Para. 3, from a Report of a Committee assembled by order of the Right Honourable the Governor in Council; dated 7th January 1852.

Para. 3. To Ragoba's statement, credence should be cautiously given; by his own account he has taken a very culpable part himself in the transactions he describes, and he is plainly seeking to secure himself from punishment by denouncing an accomplice who is at a distance, and not likely to be confronted with him; and we cannot give credence to the

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* In the absence of the Chief Secretary with the Right Hon. the Governor at Mahableshwar.

‡ In reply to a reference made to him by order of Government, under date the 5th June 1845, Major Del Hoste observed, " Nor have I ever employed any such person as Ragoba Purvoe."

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the assertion that although he had never previously taken part in any such transactions, Craig, without in the first instance obtaining his consent, or even speaking on the subject to him, mentioned his name in the anonymous letter he wrote to Baroda, as that of the party to whom the person sent from that place by Hurree Bhugtee's firm should apply on his arrival at Bombay. Nevertheless we are bound to admit that we vainly endeavoured to shake his evidence by such cross-examination as the papers and information placed before us enabled us to carry on; and we have failed to discover any clue or train whereby, collaterally, its real value might be accurately tested.

J. P. Willoughby, Esq., Chief Secretary to Government, &c., &c., &c., Bombay.

Sir,

As an old, faithful, and devoted servant of yours, I have considered it my bounden duty to bring this delicate subject to your special notice. I'll only give you the particulars, that my letter may be reduced to as short a scale as possible, without any regard to the style of writing.

It has become known to many of the principal people at Baroda, that you have, through Major D., Quartermaster-general, made up matters with his Highness, promising to do all that lay in your power for his advantage. I have heard of this since March 1844, but nothing could induce me to credit it.

Babajee, a Brahmin, and Dajee, a Mahratta, were sent to Bombay by Sukaram Rodia, and Gopal Row Myral, to procure intelligence; by this time a person from the Major, named Ragoba, I believe, having arrived here, communicated the object of his mission to Sukaram Rodia; when the above individuals were desired to ascertain the fact, by meeting that gentleman personally, which they did, and then communicated all the particulars to their employers. Shortly after this, they returned to Baroda, and, through Sukaram Rodia, conveyed all the facts to his Highness, who desired that a secret communication should be kept up without delay; when Sukaram Rodia, having despatched these people to Bombay, appointed one Anna Scindia, a Praboo, to receive and forward all letters to and from Bombay, connected with the secret transaction. Nothing could, till of late, induce his Highness to believe that you were actually concerned in the business; but I most sincerely pray that you nor the Major has had any share in it, which has been conducted in the most imprudent and headlong manner, without any regard to your reputation, and without even reflecting on the well-known character and disposition of his Highness and those people about him.

From information received, both from his Highness and Babajee, Gopalrow Myral has made himself quite sure that he is not to be removed. His Highness appears resolved to protect the whole five, even if an order should be sent for their removal. Since he was informed that his future khurritas to the Court of Directors were to be sent unopened by the Bombay Government, he has been led to believe that the Directors are entirely in his favour, and all his business will now be done in accordance to his wishes. At the persuasion of a certain person in camp, his Highness had lately sent two yads to the Assistant Resident about the 800 horse; but on the discovery of the order against receiving any applications on the subject, the mistake was discovered. Till the yads were not despatched to Bombay, his Highness seemed very anxious for your promised draft. At first he thought of gaining his end without it, in order, as I have been told, to frustrate your wishes with regard to the demand for three lacs; but, sir, if you are actually concerned in the business, you must know how to act towards him. It is my humble opinion that the orders of Government should be partly, if not wholly, carried into execution; without which it will be impossible for you to secure your reputation, and that of your Government; as also to derive any consolation therefrom. I am afraid to say anything further on the subject, but you are a wise man, and must know your own business better than any one else. There are so many concerned in the business, that when you hear of their names and character and other delicate matters, you will not be surprised at the loose and reckless manner in which it has been conducted, to the destruction of the principals. It appears to me that every one has been doing the best he could for himself. As an old and faithful servant, I must naturally feel most bitterly for everything that falls to your disparagement; therefore, pardon me, sir, when I say that it affects me much to see that you have fallen into such hands; but, believe me, sir, it is still in your power to turn from your present course. The Major has only to tell those concerned that his Highness and his people have spoiled the business, and that the secret has become public; and then, under pretext of indisposition, he should leave Bombay for Mahableshwur, or any other place, for a month or two; but if he know how to treat those people at Bombay, he has no occasion to leave the place at all. By and by you shall be able to act more to your advantage. At present his Highness requires good thrashing. He is not to be trusted; he is too cunning and treacherous, and believe me, sir, he bears no good will towards you; your own good sense must convince you of this. You have even confessed to his Highness that all the evil which had befallen him had been maliciously done by you, in consequence of his having followed the advice of his evil advisers, in complaining against you; and that you were now ready to support his cause, and protect Gopal Row Myral!! This confession appears to have given him no satisfaction. It has struck a thorn into his heart, but he will no doubt act wisely till his wishes are accomplished. Nevertheless, I humbly trust the above scheme will meet your approbation.

Sir, as it is not proper I should keep anything concealed from you, especially after having written so much on this delicate subject, I'll now, under the assurance of that confidence I have

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I have always reposed on you, as being my only supporter and protector in this world, make a faithful confession of the manner in which I have obtained all the secret information; and, in doing so, I humbly pray you will not consider me undeserving of your favour and confidence. Believe me, sir, I am yours. I am entirely devoted to your interest, and always prepared to sacrifice my very existence in your cause. I have intentionally kept myself far from you, because, when encompassed in trouble, I did not obtain from you the assistance and support I considered myself well entitled to. I must leave this subject aside till it may please you, sir, to question me into the particulars.

In continuation of my information, I beg leave to state that his Highness, anxious to know whether you were actually concerned in the business or not, sent me a message to the following effect: "It is now two years, and you have done nothing. A Brahmin boy and a Mahratta servant have succeeded in gaining Mr. W. in their hands, and he has, through Major D., promised to obtain for his Highness the disbandment of the 800 horse," &c. "The order from the Court of Directors has already been received, but under pretext of inefficiency of the contingent of 3,000 horse and other causes, Mr. W. keeps it back. A draft of a yad, or letter to the Governor, is soon expected from Mr. W., and according to it his Highness is to act; and with regard to the inefficiency, his Highness is to procure favourable reports from Major Lang and the officers commanding the contingent, and the same to be forwarded with the letter to the Governor; and on receipt of the expected orders from the Court, Mr. W. promises to send the necessary instructions to the Resident," &c. I was afterwards informed, "That although an order has been received from the Governor-general for the removal of Gopal Row Myral, Mr. W. declares that, in order to oblige his Highness, he will protect him, and allow him to remain at Baroda," &c., &c.

I was repeatedly questioned whether I could convince his Highness as to your being actually concerned in the transaction or not, or whether it was a trick played on him by those people at Bombay; I was then asked whether I would undertake to proceed to Bombay to ascertain the truth thereof through the Major, &c. &c. I replied that it was a case of a very delicate nature, requiring the most serious deliberation of his Highness and the person who might be deputed to Bombay; and after expressing my doubts and fears as to your being concerned in the business, I agreed to proceed on the mission; after which all the papers and copies of extracts which had been received from Bombay were shown to me, in order to know their purport, as also to discover whether they were true or fabricated copies. These were shown to me under great confidence that I would never mention a word about them to any one; but in my recital I have been compelled to divulge the secret to you; and I humbly pray you will be pleased to keep this, as well as all the others, within your own breast, and thus preserve both my life and reputation, that I may be enabled to serve you, sir, to the last moment of my existence, with zeal and fidelity. I have been told that Gopal Row Myral, Bapoo Hurgurra, and others, are continually animating his Highness, assuring him that the English Government will never break with him nor do anything to hurt his feelings, as that the Court of Directors is entirely in his favour, and that the annoyances which he still suffers are occasioned by those interested people at Bombay, in order to extract money from him and those who have adhered to his right cause and befriended him in time of trouble; that he should, therefore, be under no apprehension; that all his business will soon be settled according to his wishes, and to the discredit and mortification of his enemies, &c. &c.

Gopal Row Myral and others are not ignorant of the affair in which you and the Major are concerned. It appears that his Highness does not keep any secret from Gopal Row Myral in particular, for he still consults him on all matters; and with the view to include him in the affair, it seems to be the wish of his Highness to obtain an order from him on his shop at Bombay for the payment of 10,000 rupees to Bapoo Shett, in part payment of the sums stated by him as having been paid to you and the Major. According to my information, it appears that Mahdowrow has been dissuading his Highness from sending any orders on that shop, and assuring him that 10,000 was too small a sum for the present occasion; but he seems to think it too much.

The following is an account of the items:

	Rs.	
Received by Bapoo Shett, from the shop of Gopal Row Myral, at Bombay, on a receipt at 4 annas per cent. per month, or 3 rupees per cent. per annum - - - - - - - - -	15,000	Stated to have been first deposited as security, and afterwards paid to you according to your request.
Remitted from Baroda and received by Bapoo Shett at Bombay - . - - - - - - -	25,000	
Paid by Bapoo Shett - - - - - - -	27,000	
Ditto ditto - - - - - - -	7,000	Stated as paid to the Major.
Ditto ditto - - - - - - -	3,000	Ditto ditto, on account of a dinner given by him to the Governor and gentries of Bombay.
	77,000	
Intended to be sent by an order on the shop of Gopal Row Myral, at Bombay - - - -	10,000	
Bombay Rs.	87,000	Equal to one lac Baroda rupees, at 15 rupees the exchange.

Intrigues at Baroda and Bombay.

About four months ago, on account of delay on the part of his Highness in acceding to the request of Bapoo Shett, who required two lacs, he sent Dada Josee to Baroda with a message to Trimbuck Shastree, of the Adawlut, who brought the same to the notice of his Highness. Mahdowrow was then desired to communicate on the subject; and latterly Bapoo Shett was required to recall Dada Josee, a ghora, or priest, of the Chippees, who has exposed a great deal of the secret. He was to leave this on the 2d or 3d of the present month; but I don't know whether he has done so or not.

Sir, these are further secrets for your deep consideration, and I humbly beg you will not divulge them, nor speak a single word on any one of the subjects mentioned by me to any of the natives concerned in the business. The Major should also be put on his guard. My sole object for bringing these things to your special notice is to warn you, my kind benefactor and protector, of your perilous situation and that of Major D., who, I believe, is not so well acquainted with the character and disposition of his Highness as yourself. I most earnestly, most humbly pray, that, after having seriously considered all the matters represented by me, both of you will see the necessity of speedily extricating yourselves from the power of your cruel and vindictive enemies. There is no difficulty in this. Only let the Major continue on friendly terms with Bapoo Shett, who should be encouraged to hope for better days. He should be told that the promises made to him by Babajee, on the part of his Highness, are false; for he denies having said anything on the subject. Believe me, sir, this is your time to drub his Highness, and make him feel what you or the British Government is capable of doing, without which nothing will bring him to his right senses. By and by you can turn him as you please. If a great person is inclined to do a thing, either for himself or his friends, he can do it with the greatest ease imaginable, and without the least injury to his reputation, for there are ways and means for everything.

Sir, I will now give you the names of those concerned in the secret transaction:—

Yourself, styled "Sowkar;" Major D.—Principals.

Bapoo Shett, a banker, Chippee by caste.—Engaged by Babajee, under false promises of raising him to one of the highest situations in Baroda, or making him equal to Sunker Shett in rank.

Ragoba Purvoe, Chippee, by caste; Mookundee Soonee.—Under Major D.

Babajee, a Brahmin of Bassein; Dajee Scindia, a Maratha of Baroda.—Were first sent to Bombay by Gopal Row Myral, and Sukaram Kodia, for intelligence. Then, hearing of the wishes of Major D., they got themselves introduced to him as messengers from his Highness; and having communicated all the particulars of the interview to Sukaram Rodia, they were stationed at Bombay as agents on the part of his Highness, or Sukaram Rodia himself, who assumed the name of Ramchunder.

Ramchunder, real name Sukaram Rodia, at Baroda.—Till the last 15 months, this person acted as the principal agent between his Highness and those people at Bombay. Then, having gone on a pilgrimage to the Deckan, one Mahdow Row was appointed in his place.

Anna Scindia, a Praboo, a man that cannot be trusted with any secret.—Engaged by Sukaram Rodia to receive and despatch all "Letters" to and from Bombay.

Madhowrow Annut, of good principles.—The present agent between his Highness and those individuals at Bombay.

These particulars will, I presume, fully inform you, sir, that your secrets are not kept close, and that mischief is lurking in the breast of his Highness, for he considers you to be the greatest enemy he has in the world. Under all these circumstances, I again most humbly beg that you and the Major will see the necessity of giving up all thoughts of assisting or protecting his Highness for the present. Let the orders of Government be carried into effect, that he may know you have not been deceiving him. As his evil advisers have led him to believe that as you could hurt him no longer, you have been endeavouring to conciliate his favours with the view of extracting money from him, and making your escape to England; as that you were labouring under the displeasure of the home authorities, who are stated to be friendly disposed towards his Highness and his Government. Under present circumstances, his Highness may now and then make small remittances to Bombay, but when his objects are accomplished you must expect nothing else than his frowns, his vain promises, and impertinent replies, because you have acted quite to the reverse. Instead of his begging your assistance and support, you tendered your services by sending a messenger to Baroda. It is this that has spoiled the business, and induces his Highness to credit the assertions of his advisers. You have claimed five lacs; two on account of Dhackjee, and three on account of the 800 horse; but under the circumstances mentioned by me, how is it possible that you can expect to obtain these items; and if you do, how is it possible for you to preserve your well-earned reputation, when there are so many low people engaged in the business? Besides this, Gopal Row Myral and others are acquainted with all the secrets. I therefore humbly beg that my kind benefactor will well weigh these plain facts, and then with one mighty force destroy the snare that has been laid for you and the Major, by convincing his Highness and the world that you have had no share in the transaction. I have acted my part to your advantage, so that you have nothing to fear from me; I am yours. I am entirely devoted to your cause and interest; and your reputation is dearer to me than my own life; but I humbly pray that you and the Major will now act your parts well, without the least apprehension. Only let Babajee know, through the Major, that his Highness and his people have spoiled all the business, and nothing further.

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God has placed you in a situation of influence and authority to guide and instruct thousands of people in their vocations, so that it does not become me to advise you on any subject; but sometimes it so happens that a servant is compelled to do so for the good of his master, and the same is readily accepted and duly appreciated by him. I therefore beg, sir, that you will consider this letter as coming from no one else but a faithful and grateful servant, who is quite sensible of the many favours he has received at thy hands; 16 years ago you gave me the best of characters, and up to 1843, you were pleased to protect me as one belonging to your household; but since that period, I have been labouring under your displeasure without any just cause. It originated from some false representations; but had I brought my case to your especial notice, I am sure I would have merited your approbation and that of the Honourable L. R. Reid. But since 1838 I have been sulky; I had resolved not to show my face to you on any account, for I had been led to suppose that you had not supported me as you should have done in upholding my reputation, which I valued above everything in the world. At last it was trampled to the dust. But why? Principally for espousing your cause, and keeping a certain gentleman and his advisers at defiance, by openly declaring that it was out of their power to hurt a hair of your head, much less to bring a charge of bribery against you in the case of Purtab Sing, of Rajpeempla. Purboodass Bukshee was prepared, through the persuasion of Meer Surfraz Allee and his carkoon, named Bajee Row (who was promised a high situation), to submit to the wishes of that gentleman, by espousing the cause of Pertaub Sing, but I had a great deal to do in dissuading him from it. I pointed out the evil consequences thereof, convinced him of the good you had done for him and his family, and assured him that while he followed the right path, and placed entire confidence on you, he and his family would still reap far greater advantages from your friendship, &c. &c.; which pleased the old man so much, that he disclosed the secret to me, and accused Meer Sufraz Allee and his carkoon (Bajee Row) as the persons who were leading him astray. The very next morning his carkoon went to that gentleman, threw down his turban, and declared I had spoiled all the business, &c. &c. The result of course was to my disadvantage; but I'll trouble you no longer on this subject for the present. I'll continue to place unbounded reliance on your goodness and generosity.

It is now two years that I have had anything to do with his Highness, and this originated from dire necessity. I am praying to God to get rid from his clutches, as I do not wish to serve him in any capacity. He seems to show that he has confidence in me, but I do not trust him; in fact, no one can trust him, for he is of that capricious disposition and vindictive nature, all he wants is the accomplishment of his wishes.

I must now conclude this long letter, with my dutiful respects to you and the Major, trusting that you, placing full reliance on my assertion, will act your parts well.

Baroda,
9 May 1845.

I am, &c.

Sir,

After writing this letter I was led to various conjectures and considerations, and at last came to this conclusion, that you would not be inclined to give up the undertaking so long as it could be conducted with some propriety, and without fear of endangering your reputation. This reflection perplexed me very much, and I knew not what to do to put a stop to the reports in circulation. At last I thought of a scheme of punishing the author thereof, and accordingly brought it to the notice of his Highness. I told him I had obtained positive information that Babajee was continually writing to Gopal Rao Myral and Sukaram Rodia, on all the subjects connected with the secret transaction; and that your name, as well as that of the Major, were so publicly known at this place as being concerned in it, it would be impossible for him to obtain the accomplishment of his wishes unless some means were adopted to put a stop to the rumours. I then pointed out the propriety of his sending for Babajee, and accusing him of falsely naming you and the Major as being concerned in the secret transaction, which I told his Highness would lead Gopal Rao Myral and others to believe that the informations which Babajee had given them were all fabricated, and thus put a stop to the present rumour. I plainly told him that the moment you were informed of the rumour you would give up all thoughts of assisting him in the accomplishment of his desires. His Highness approved of my plan, and told me he would send for Babajee, and after accusing him of falsehood place him under restraint till all the business would be properly settled. He further told me that Babajee had, without any authority, taken between 2,000 and 3,000 rupees from the shop of Bapoo Shett, and that this would be another pretext for placing him under restriction; his Highness was also informed of the impropriety of his still placing confidence on Gopal Rao Myral and others, and making them acquainted with all the secrets, &c. &c., but he denied all this.

I again met his Highness last night to apprise him of my intended departure, when he gave me some instructions for my guidance, and desired me to say every thing that would convince you of his friendship and attachment, and of the reliance he placed on your promises, &c. &c. He then told me he had sent for Babajee from Bombay, and on his arrival he would do as he had proposed, and thus put a stop to all the rumours. But, sir, how am I to appear before you? for I have not that courage. I have been taught to respect and reverence your person. I shall endeavour to see you as a petitioner, but if I do not make my appearance, I beg you will be pleased to send for me, or desire the Major to

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to do so. My conscience assures me that I have done nothing to have merited your displeasure; therefore, sir, be pleased to look upon me as one belonging to your household.

Sir, you have lately written, or caused to be written to his Highness, that if he should be unwilling to remove the five individuals, he would have to nominate a dewan for the purpose of conducting the affairs of the state through the Resident. This had led his Highness and his advisers to consider that the alleged orders from the Governor-general are all a fuss, and have been put on foot merely to frighten them.

With regard to Damodhur Kessow, you have caused to be written that if his adoption is not announced, his Highness would have to grant an adopted son to the widow of Narrain Row Seetaram; his Highness seems to think that the British Government has no right of interference in these matters, and has declared that, as Damodhur Kessow's adoption was sanctioned by him on the payment of a nuzzerana, it would now be impossible for him to revoke it, and this is the opinion of his advisers, because they are all interested in the matter. Consequently it appears to me that his Highness will not listen to reason, or to your advice, till he is made to feel the power of the British Government; but, sir, you are the best judge in these matters. The punchayet should be assembled at the Residency (in the presence of the Resident), and not at his Highness's durbar. If you comply with the request of his Highness, you will be a great loser. You will have received the order from Jumna Baee (widow of Kessowlal Kooshalchund), but I am afraid you have not obtained your due. This can be looked into by-and-bye, sir you require a confidential person to look after such things. Place no confidence on the natives, not even on his Highness, for he is not to be trusted.

Sir, I have heard that Nursoo Punt Tatia (the Residency carbaree) has lately joined his Highness and his party, through the persuasion of his most intimate friend and countryman, Assoram, who is in the pay of his Highness. I have also heard that his first assistant, Narrain Row, has also joined this party since the death of Mr. Sutherland. I therefore beg, sir, you will be very careful in your instructions to the Resident, that these people may not be able to obtain the real secrets.

Sir, you would do well, by entertaining a trustworthy individual, to copy all the proceedings connected with the Baroda affairs. He should be put under a most solemn oath against divulging the secrets to any one, which I believe is the only means to prevent his Highness and his people from obtaining information from your department. I think it very hard to meet with a Hindoo or Mussulman who will resist a bribe of 500 rupees.

Motu Pursotum has arrived here, and he is doing his best to get his Highness into his clutches, with assurances of settling all his affairs according to his wishes, alleging that all the great folks are in his hands. It is most surprising that he should still be able to obtain all the information from the Secretary's office. Should it be your wish, I will, on my return to Bombay, endeavour to discover those people who supply him with news and advice. I have heard of a few names, but before I give them to you it is requisite I should make myself sure, lest I should injure any one without cause. Nillooba Pandoorung (son-in-law of the late Damodhur Jenunjee) who I believe is in your department, should be watched, for he is very intimate with Motu, and I have heard a great deal about him. Sir, you must have heard that Motu has opened a banking-shop in Bombay, and that he lends money to all his friends and others. I have heard that three years ago he received two lacs from the shop of Gopal Row Myral in your name. Something should be done about this by and by.

This is the 11th day that the above letter was ready, but I could not make up my mind to send it to the post, for some frightful thoughts and deep ruminations deterred me from it; but now, considering that I would be acting the part of an ungrateful servant were I to keep these facts any longer from your knowledge, I have resolved to send it to the Branch Post-office, and I humbly beg you will be pleased to pardon me for the delay, as also for not inserting my name to the letter; you may comprehend my reasons for it. I am afraid my handwriting will not enable you to discover my name, but nevertheless let not this deter you, sir, from crediting my assertions. I am sure you value your honour and reputation above all the riches of this world. If you wish to make your fortune you can do it in lacs, without endangering your well-earned reputation. I was authorised to offer you as far as 10 lacs, payable in a lump of notes, or hoondees, as you should wish to receive; but I had not the heart to approach your presence, much less to make such a proposal, fearing that you would tear me to pieces; for I verily believed that the man (excepting a worthy friend or confidential) who could face you with such a proposition, and then return home with contentment of having achieved his purpose to the satisfaction of those concerned, must be a favourite of fortune, possessing the heart of a lion. I therefore most humbly beg you will be pleased to pardon me, sir, for the great loss I have inadvertently occasioned you through a fear which I could not conquer. The reins are still in your own hands. You only require a good trustworthy person of a mild disposition to look after your concerns. Sir, please destroy this letter as soon as you have done with it.

Sir, I again most humbly beg, that should I not make my appearance in due time, either you or the Major will be graciously pleased to send for me, as I have something particular to communicate to you respecting the amount which is to be restored to his Highness, and other delicate points. Sir, as I respect and reverence you, as my only benefactor and protector in this world (an assertion which I call God to witness), I should consider myself most unfortunate, most miserable, were I to do anything in these, or other matters in which you are concerned, without first obtaining your consent and approbation. Therefore be pleased to give me your wise instructions on all points, and to consider me entirely devoted

to

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to your cause and interest. Sir, with the view of satisfying yourself as to my zeal and fidelity, you have only to put the Holy Bible into my hands, when I shall be most happy to give you every satisfaction.

I am, &c.

Baroda, 19 May 1845.

MEMORANDUM by the Chief Secretary.

1. I HAVE the honour to submit to the Honourable Board an extraordinary letter, which I received yesterday from Baroda, dated the 19th instant, but the envelope bearing the stamp of the Surat post-office.

2. It has no signature, and I have not at present the slightest idea who is the writer. He states, however, that I gave him a certificate of good conduct 16 years ago, and that I continued to protect him up to 1843, when he fell under my displeasure.

3. The communication proves, I think, that another infamous intrigue exists, and that persons at Baroda are making free with my name, and obtaining money from the Gaekwar, under the pretence of purchasing my influence to accomplish his Highness's ends.

4. It will be in the recollection of the Honourable Board that the Gaekwar lately reiterated his appeal to the Government of India, to be relieved from the expense of maintaining the Guzerat Irregular Horse. This is under reference to the Government of India, and I fervently hope that high authority will again negative that application, which will probably satisfy his Highness of the fraud and deceit practised against him.

5. The Honourable Board will observe that Major D——, Q. M. G., is alluded to at the commencement of this letter as having united with me in a design to obtain money from the Gaekwar.

6. It is a fact that Major Del Hoste, who is, of course, the officer alluded to, did speak to me in favour of Succaram Rodia, one of the persons proscribed the Residency, for being implicated in the case of Dhaekjee Dadajee.

7. I append to this an original memorandum given to me by Major Del Hoste, on behalf of the above persons, and the original slip of paper which he gave to that officer, purporting to bear my signature, and which I understand had been exhibited to the Gaekwar, as proof that I had entered into his views. It simply contains the words, "I will assist in the business;" under which my signature is forged.

8, When Major Del Hoste spoke to me in favor of Succaram Rodia, I at once informed him that there was not the slightest chance of, or in my opinion the slightest grounds for removing the interdict which had been issued against his visiting the Residency, and that I believed him to be a corrupt and intriguing character.

9. With these few remarks, I leave the case to be disposed of in such manner as the Honourable Board may deem most fit.

(signed) *J. P. Willoughby*,
Chief Secretary.

31 May 1845.

COPY of Forged Slip alluded to in the 7th para. of Mr. Chief Secretary Willoughby's Memorandum, dated the 31st May 1845.

"I WILL assist in the business."

"*J. P. Willoughby*."

MEMORANDUM by Major *Del Hoste*, alluded to in para. 7, of Mr. Chief Secretary Willoughby's Memorandum, dated the 31st May 1845.

AT the time Dhaekjee Dadajee's case occurred, at Baroda, there were five vakeels of the Gaekwar's suspected of having had something to do with the business, and they were ordered not to be allowed to enter the Residency. Of these

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these five men, one Sukeram Roday was the person through whom the slip of paper given to you was obtained, and he prays that his case may be taken into consideration, and that he may not be excluded from the Residency, as he is guiltless of having at any time, or in any way, acted in such a manner as to deserve to be excluded.

Minute by the Honourable the Governor, concurred in by the Honourable Mr. *Reid.*

I think, if the Chief Secretary were to show the letter to Mr. Howard, and to confer with that gentleman upon the subject, it is likely he may be able to throw some light upon the transaction.

(signed) *G. Arthur.*
31 May 1845. *L. R. Reid.*

Memorandum by the Chief Secretary.

In conformity with the Honourable Board's order, I have conferred with Mr. Howard, and in conformity with his suggestion, beg to propose that copy of the letter from Baroda be sent to Captain Del Hoste, in the manner recommended in Mr. Howard's memorandum.

(signed) *J. P. Willoughby,*
Chief Secretary.
2 June 1845.

Opinion of Mr. *Howard.*

I cannot throw any light upon the circumstances referred to in this letter. I think I know the person named Bappoo Shett, the banker, who is represented to have received the money intended for Mr. Willoughby and Major Del Hoste.

The first step, however, would appear to be to forward the letter to Major Del Hoste, with a request that he will supply all the information in his power on the subject-matter to which it relates. The origin of the intrigue, which has ended in a rumour so public that the writer thinks it necessary to communicate it to Mr. W., is stated to be this: a person, named Ragoba, said to be a Chippee by caste, and a Purvoe under Major D., went to Baroda, as on behalf of his master, with some communication to Succaram Rodia. Thereupon Succaram wrote down to two persons in his employ in Bombay as newswriters, one Dajee and one Babajee, and desired them to have an interview with Major Del Hoste, which they did. Shortly after this they returned to Baroda, and through Succaram Rodia, "conveyed all the facts to his Highness, who desired that a secret communication should be kept up without delay." On this Succaram again despatches Babajee and Dajee to Bombay, and appoints one Anna Scindia to be the person to and through whom all letters were to pass.

This is the origin of the intrigue, and unless it is altogether a fiction, Babajee and Dajee, on their return to Bombay, must have had several interviews with Major Del Hoste, which they have succeeded in turning to their own account.

Now, if Major Del Hoste had any interviews with the persons referred to, he will be able to furnish a complete history of them, beginning with his introduction to these persons, the ostensible object of their coming to him, and detailing all that passed between them. Major D. will also be able to say when it was, and from whom, and under what circumstances, and for what ostensible object, he received the strip of paper with Mr. W.'s name forged on it. Major D. should be required to study the letter, and make as distinct and practical a communication upon it as he can; stating all that he knows about each of the persons named in it, and whether there are any other persons mixed up in the affair here or at Poonah, whose names do not appear in the letter. Major D. should also be cautioned to keep this communication strictly secret.

2 June 1845. (signed) *W. Howard.*

Intrigues at Baroda and Bombay.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Reid.*

THE course recommended by Mr. Howard should be adopted.

(signed) *G. Arthur.*
L. R. Reid.

2 June 1845.

No. 457 of 1845.—Secret and Confidential.

From the Chief Secretary to the Government of Bombay to Major *E. P. De l'Hoste*, 16th Regt. Bombay N. I.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you copy of an anonymous letter to my address, dated Baroda the 19th ultimo, which reached me on the 30th ultimo, through the Bombay post-office, *viâ* Surat, on the subject of certain intrigues which the writer alleges to be at present in progress at the court of his Highness the Gaekwar, in conjunction with certain parties at Bombay.

2. You will observe that the writer of this letter alleges that a purvoe in your employ, named "Ragoba," some time since proceeded to Baroda, ostensibly on your behalf, for the purpose of making some secret communication to "Succaram Rodia," who, in consequence, it is stated, directed two of his agents in Bombay, named "Dajee" and "Babajee," to obtain an interview with you, which being effected, they proceeded to Baroda, and communicated the result to his Highness the Gaekwar, through Succaram Rodia. Upon this it is stated his Highness directed that a "secret communication should be kept up without delay."

3. In accordance with this request of his Highness, it is stated that Succaram Rodia again despatched to Bombay his two agents, "Dajee" and "Babajee," and appointed a person named Annah Scindia to be the channel of all written communications upon the subject of these persons' mission.

4. The Governor in Council is desirous of being informed whether you have any knowledge of the two emissaries, "Dajee" and "Babajee," and if, as alleged in the accompanying letter, you have at any time had any personal or other communication with both or either of these persons, and if so, upon what occasions, and upon what subjects.

5. In this case the Governor in Council wishes to be informed of the circumstances under which you may, in the first instance, have become acquainted with these persons, and also the ostensible object of their having sought interviews with you, and the tenor of the conversation upon these occasions.

6. I am also desired to request that in your reply to this reference, you will supply the fullest information which may be in your power, upon any other points noticed in the above letter, in regard to which you possess any knowledge, and afford at the same time all information you may be able in regard to each of the persons therein alluded to. It will be desirable that you should also state whether you have reason to believe that there are any other persons residing at Bombay, Poonah, or elsewhere, who are mixed up in these intrigues, besides the individuals who are specifically alluded to in the letter.

7. I am further desired to request that you will be pleased to state the precise period, from whom, and under what circumstances, and for what ostensible object, you received the slip of paper, which a short time since you made over to me, having my forged signature to the words, "I will assist you in the business."

8. You are requested to consider the subject of this communication as strictly secret.

I have, &c.
(signed) *J. P. Willoughby,*
Chief Secretary.

Bombay Castle, 5 June 1845.

Intrigues at Baroda and Bombay.

To *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE had the honour to receive your letter, No. 457, of the 5th instant, marked "Secret and Confidential;" and, in reply, I beg to state as follows:—

In 1844, a tailor, named Makoonda Seddassew (whose father was my tailor from the time I entered the service), came to me and asked me to aid him in making out a petition for a friend of his, named Succaram Rodia, who had been removed from his appointment at Baroda. In the course of conversation Makoonda alluded to the case of Dhackjee Dadajee, and the visit that was paid to his house by the police, saying, that there was a paper from you on which the case hinged. Believing this paper to be a forgery, and that if I could secure it I might be doing a service to Government, I told Makoonda that if he would bring me the paper, I would see what could be done for his friend. After considerable delay the slip of paper was brought to me, and I conveyed it to you, explaining at the time how I had obtained it. After this Makoonda came to me several times, regarding the case of his friend Succaram Rodia; what the case was, I never knew, as he never explained anything, beyond saying that Succaram Rodia and five others had been prohibited from visiting the Residency at Baroda, and entreated that his case might be inquired into, and if guilty he might be punished, but if innocent that he might be again permitted to visit the Residency.

Some time having elapsed, Makoonda reproached me with having obtained the slip of paper, and not having done anything for his friend Succaram Rodia. I, therefore, spoke to you on the subject, when you told me the man was a worthless fellow, and the worst of the five, and that there was no hope of his getting what he wanted. This I communicated to Makoonda, and there the matter rested.

I am not acquainted with any persons named "Dajee" or "Babajee," nor do I know, nor have I ever employed any such person as Ragoba Purvoe, nor to the best of my belief, has any other person but Makoonda spoken to me on the subject; and his interest, as I have before stated, seemed confined to aiding Succaram Rodia.

I do not exactly remember the date on which I received the slip of paper, but know that I gave it to you within 24 hours after I received it.

I am wholly ignorant of the intrigues of the Baroda Durbar, nor can I account for my name being made use of in the letters you have sent for my perusal, unless some person has, for his own interest, invented the falsehoods therein stated. I am not acquainted with any person or persons, either here or in Bombay, who may be concerned in these intrigues.

I have, &c.
(signed) *E. De l'Hoste*,
Captain 16th Regt. N. I.

Camp, Poonah, 6 June 1845.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

CAPTAIN DE L'HOSTE's letter affords no information on which further inquiry can be prosecuted with any prospect of benefit to the public service.

This, therefore, may be recorded.

(signed) *G. Arthur.*
J. H. Crawford.
L. R. Reid.

12 July 1845.

MINUTE

Intrigues at Baroda and Bombay.

MINUTE by the Right Honourable the Governor (on Mr. Secretary *Goldsmid's* Memorandum, dated the 5th May 1852) concurred in by the Board.

The Secretary in charge of the Political Department should be be requested to do his utmost to follow up this clue.

(signed) *Falkland.*
D. A. Blane.
A. Bell.
J. Warden.

7 May 1852.

MEMORANDUM by the Secretary to Government in Charge Political Department.

THE Secretary in charge Political Department has the honour to place before the Board the accompanying original and transcript papers, which will explain the cause of the delay in his acting on the instructions conveyed in the Governor's minute of 7th May, and show all the information that he was able to collect.

It was not until the day, Friday 4th June, had advanced, that Raghoba presented himself for examination, and Major De l'Hoste had therefore left office before the Secretary was aware that it would be necessary to question Muccoonda Sudasew, and consequently it was too late for him to be examined before the possibility of his comparing notes with Raghoba Moroba could be prevented. Mr. Goldsmid gave Major De l'Hoste the paper of questions marked (A.) late on the evening of the 4th instant; and in his note of the following day, marked (B.), Major De l'Hoste states his unwillingness to put the questions to Muccoonda.

(signed) *H. E. Goldsmid.*

9 June 1852.

Since the above memorandum was written, Captain Barr suggested to the Revenue Secretary the probability of Naraeen Muccoondset, a clerk in his office of the same caste as Raghoba, being able to give information relative to the latter's movements at Baroda. The Secretary mentioned this in Council, and in presence of Mr. Richardson this day examined Naraeen Muccoondset; his statement is annexed.

(signed) *H. E. Goldsmid,*
Secretary.

12 June 1852.

The papers were not disposed of by the members of Government until the 15th May, and in consequence of Mr. Richardson's detention on duty as Secretary of the Examination Committee, the inquiry could not be commenced with him until the 11th May. The examination of Ragoba Moroba in the absence of Mr. Richardson, was eventually conducted by Mr. Goldsmid in presence of Mr. Lumsden.

From *H. E. Goldsmid,* Esq., in Charge Political Department, to Captain *H. Barr.*

THE Secretary in charge Political Department presents compliments, and having been directed by his Lordship in Council to make some further inquiry from Ragoba Moroba with reference to the contents of some papers that have lately been placed before Government, he requests Captain Barr will have the goodness to direct that person immediately to attend at the Secretary's office.

(signed) *H. E. Goldsmid,*
Secretary to Government.

Secretary's Office, 18 May 1852,
Quarter to one o'clock.

Intrigues at Baroda and Bombay.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

Captain Barr presents his compliments to the Secretary in charge of the Political Department, and with reference to his note of this morning, begs to say that Ragoba Moroba has not attended office since the 13th instant in consequence of indisposition; he regrets, therefore, that it is out of his power to comply with Mr. Goldsmid's instructions.

Bombay, 18 May 1852.

From *H. E. Goldsmid*, Esq., to Captain *Barr*.

The Secretary in charge of Political Department presents compliments, and would be obliged by Captain Barr informing him when Ragoba Moroba attends office.

Captain Barr will perhaps have the goodness not to let any member of his establishment or other person know that a requisition for the attendance of Ragoba at the Secretary's office has been made.

(signed) *H. E. Goldsmid,*
Secretary to Government.

Secretary's Office, 18 May 1852.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

Captain Barr presents his compliments to the officiating Secretary in the Political Department, and begs to say that he will not fail to direct Ragoba Moroba to wait upon him so soon as he is able to attend office.

The fact of his attendance being required will, of course, be kept secret, since such is Mr. Goldsmid's wish.

18 May 1852.

From *H. E. Goldsmid*, Esq., to Captain *Barr*.

The Secretary in charge Political Department presents compliments, and, under instructions from the Honourable Board, requests, with reference to former notes on the subject, that Captain Barr will oblige him with information as to whether there appears any probability, from the medical certificates that may have been furnished, that Ragoba Moroba will soon be able to attend at the Secretary's office.

The Honourable Board are also desirous of knowing whether Ragoba Moroba's health has been such as to preclude his attendance at office on any previous occasions during the current year; and if so, how often, and for what period on each occasion.

(signed) *H. E. Goldsmid.*

Council Room, 2 June 1852.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

The Military Paymaster presents his compliments to the Secretary in charge of the Political Department, and with reference to his communication of this day's date, begs to state that, up to the present time, Ragoba Moroba has not been able to attend office, and he regrets to say he is quite unable to offer an opinion as to when it is likely he will be well enough to do so; but if it is wished that a medical certificate should be furnished, the Military Paymaster will lose no

Intrigues at Baroda and Bombay.

no time in obtaining one. The periods during which Ragoba Moroba has been prevented attending office in the present year have been as follows, viz.:—

In January - - - - - - - -	8 days.
„ March - - - - - - - -	15 „
„ April - - - - - - - - -	2 „
„ May - - - - - - - - -	15 „

(signed) *H. J. Barr*, Captain,
Military Paymaster.

Bombay, 2 June 1852.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

My dear Mr. Goldsmid,

THIS will be given to you by Ragoba Moroba, and I enclose a further note from Morehead as to his opinion upon Ragoba's fitness to attend office.

Yours, &c.
(signed) *H. J. Barr.*

4 June.

My dear Barr,

MY impressiom is that Ragoba is hardly at present fit to attend his office.

Yours, &c.
(signed) *C. Morehead.*

4th.

Ragoba Moroba examined by Mr. Goldsmid in presence of Mr. Lumsden, on Friday, 4th June 1852.

Examination of Ragoba Moroba, on the 4th June 1852.

I CANNOT tell precisely when I was last at Baroda. I got leave from my office, and a reference to the papers there will tell. I cannot recollect; let the muster-roll be referred to, Dr. Morehead's certificate may also be there. I went to see the place; no one invited me there. I have a distant connexion there named Nana Naraeen* and he was there then. I never went there before nor since. I saw no one there connected with the Durbar, nor did I take part in any Durbar business or private business there. I did not see Succaram Rodia there, nor do I know him.

Muccoonda Sudaseo is of my caste; he is now in Bombay; when at Baroda I lived in a purvoe's house; the name of the purvoe is Anundrao; he lived in the Babachee Poora, and I went once to see Nana Naraeen; he never came to see me.

From the day I returned from Baroda up to the present time I have met with no person from Baroda. I am quite certain of this (the question is repeated three times and same answer given).

On being requested to state how he can reconcile this with his statement before the committee of secretaries relative to his meeting Joteshwur and others, answers:

I intended to exclude from my reply† the cases on which I have already explained to the secretaries I met Baroda people.

Muccoonda Sudaseo and I have never had any conversation relative to Baroda matters.

I did not see Joteshwur at Baroda. I remained for about eight days at Baroda. I saw none of the persons connected with the Residency there.

My caste is that of Simpee. In Guzerattee I am called "Rughoba Chippee." The above is read over to me, and I beg to explain that Dr. Morehead's certificate may be with me. I did not intend to say it might be in Captain Barr's office. The information sent by Captain Barr in accompanying note that I was absent from office on leave from the 27th November till the 22d December 1848, is no doubt correct.

I went to Baroda before my interview with Mr. Craig and Joteshwur. I saw Joteshwur on Nafra's business before I went to Baroda. On further thought I do not recollect whether I saw Mr. Craig on Baba Nafra's business before then.

The Secretary now shows me my deposition of 12th September 1850, given for Colonel Outram's information, in which I mentioned it was about the month of June or July 1848 that Joteshwur came to me on Baba Nafra's business, and I took him to Mr. Craig's house. It was therefore after I saw Joteshwur on Baba Nafra's business that I went to Baroda. I did not tell the secretaries I had been to Baroda, because they did not ask me the question; but I told Captain Barr on his asking me after my examination before the secretaries. I saw nothing of Baba Nafra nor of people connected with him at Baroda. I asked nothing about him and his business, nor did I see Bapoobhaee nor any one else at Baroda.

When

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* My son's wife is sister of his wife.

† This was no doubt the case.
(signed) *H. E. G.*, Sec.

Intrigues at Baroda and Bombay.

When I went to Baroda Joteshwur was in Bombay; neither he nor Craig knew I had gone there.

I know Bapoo Shet Chippee; he is a soucar in Bombay. I do not know Babajee, a Brahmin of Bassein, nor do I know Dadjee Sindia, nor do I know Ramchunder or Succaram Rodia, nor Annah Sindia, nor Mahdeorao Anunt, nor have I seen any of them ever; nor Gopalrao Myral, nor Nursoba Luxmon called Nursoo Punt, nor Bappoo Hurjevun. I do not know Major De l'Hoste; Muccoonda Simpee may know him, but not that I am aware of. I had nothing to do with Baroda matters in 1845. In 1845 I got a month's leave, and went to Hurnee to the marriage of my aunt's son. I am positive I never went to Baroda in 1845, and never before 1848; of this I am certain. I know of no other Ragoba Chippee except myself. I do not think I got any leave in 1844. I was not in Surat nor any part of Guzerat in 1844 or 1845, nor even before 1848.

The marriage must have taken place in the month of Maha in 1845.

In about 1836, when I was in the Commissariat Department, I went to Ahmedabad by Cambay, but not to Baroda; and never since then have I been to Guzerat till 1848, and not since the latter year.

I put up with the purvoe at Baroda, because there was no man of my caste except Nana Naraeen there. I did not like to put up with a relation; moreover, he is in the Gaekwar's service, and people might have suspected something or other had I gone and put up with him.

The 10,000 rupees came from Baroda, and were given by Joteshwur to Craig after I came from Baroda. I went by steamer to Surat, and thence to Baroda.

Joteshwur was not with me in the steamer.

In answer to the question, "How, if the money came after your return on 25th December 1848, from Baroda, and Joteshwur remained in Bombay during your absence at Baroda, could the 10,000 rupees have been given two or three months before Craig left Bombay, as you have stated in your evidence before the committee, seeing that he left Bombay on 13th February 1849?" he replies, "I have given my former statement and my present statement from memory, and can give no other reason than failure of memory. I then spoke to the best of my recollection; but the dates of my return being taken from the muster-roll, and the date of departure of ship "Defiance," in which the Secretary now states Mr. Craig went, being given, I must, in my statement before the secretaries, have made a miscalculation of the period intervening between Joteshwur giving the money and Craig leaving Bombay.

Before me,
(signed) *H. E. Goldsmid*,
Secretary.

4 June 1852.

Before me,
(signed) *J. G. Lumsden*,
Secretary.

From *H. E. Goldsmid*, Esq., to Captain *Barr*.

Memorandum.—Immediate.

Please refer to the muster-roll in your office, and let me know when Ragoba Moroba got leave of absence three or four years ago; also, please let me see Dr. Morehead's certificate, which Ragoba states he believes to be in your office.

4 June 1852. (signed) *H. E. Goldsmid.*

To Captain Barr, with Mr. Goldsmid's compliments.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

The Military Paymaster presents his compliments to the officiating Secretary, Political Department, and, in reply to his note of this morning, begs to say, that from the attendance roll of the department, it appears that Ragoba Moroba was absent from office, on leave, from the 27th November till the 25th December 1848.

The certificate Ragoba refers to is the note from Dr. Morehead, which the Military Paymaster showed to Mr. Goldsmid this morning. Should Mr. Goldsmid wish to have it, it shall be sent to him immediately.

Note.—The Secretary should have explained that it was the certificate of 1845 that he alluded to.
(signed) *H. E. G.*,
Sec.

(signed) *H. J. Barr*,
Military Paymaster.

Bombay, 4 June 1852.

From

Intrigues at Baroda and Bombay.

From *H. E. Goldsmid*, Esq., to Captain *Barr*.

CAPTAIN BARR will, perhaps, have the goodness to refer to the muster-rolls for 1844, 1845, and inform the Secretary whether Ragoba Moroba was absent on leave during either of those years.

4 June 1852.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

CAPTAIN BARR presents his compliments to Mr. Goldsmid, and, in reply to his note of this day's date, regrets to say, that the attendance rolls of the Military Pay Office for the years 1844-45 cannot be found. In those years the practice appears to have been to keep the rolls in separate sections, and not in a bound volume; the consequence is, that the section containing the roll for the months of November and December 1845 is the only one for that year as yet discovered, while none for 1844 have yet been found. A further search shall be made, and the result duly reported.

(signed) *H. J. Barr*,
Military Paymaster.

4 June 1852.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

My dear Mr. Goldsmid,

I AM sorry to say I cannot find the muster roll for 1844-45, but the other clerks state, that Ragoba did get a month's leave about that time. I am making strict search for the roll, and will answer your memorandum officially hereafter; this is sent to save time.

Yours sincerely,
(signed) *H. J. Barr*.

4 June 1852.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

CAPTAIN BARR presents his compliments to Mr. Goldsmid, and, with reference to his note of yesterday, now begs to state, that having found the attendance rolls for the years 1844 and 1845, it appears, on examining them, that Ragoba Moroba obtained leave of absence for 14 days; in the month of January 1844, and again, 19 days in the month of March 1845.

(signed) *H. J. Barr*,
Military Paymaster.

5 June 1852.

(*Written on the back of the above note the following*:)

CAPTAIN BARR would, perhaps, have the goodness to ask Ragoba Moroba where he went in January 1844, returning this memorandum with his reply.

5 June 1852. (signed) *H. E. Goldsmid*.

From Captain *Barr* to *H. E. Goldsmid*, Esq.

My dear Mr. Goldsmid,

RAGOBA is not at office to-day. Seeing he appeared so unfit for work yesterday, I told him he had better take a day or two more at home, in order that he might try the effect of Morehead's treatment, as it was useless his coming to the office, while he represented himself to be in such pain as to be unable to work. Under these circumstances shall I send one of my clerks to ask

Intrigues at Baroda and Bombay.

ask him your question, getting his reply in writing, under his own signature; or shall I wait till he returns to his duty? And, in the meantime, shall I keep my note to you, which you have just sent me, with your memorandum on the back, or shall I return it to you?

Yours sincerely,

5th. (signed) *H. J. Barr.*

(*The following is written underneath:*)

My dear Barr,

PLEASE send, and get his written answer; return this, please.

5 June 1852. (signed) *H. E. Goldsmid.*

MEMORANDUM.

RAGOBA MOROBA,—You are required to state, in writing, and under your own signature, below this memorandum, where you went to when you obtained leave for 14 days in the month of January 1844.

5 June 1852. (signed) *H. J. Barr.*

Ragoba Moroba.—I HAD been to Allebaug on 15 days' leave, and then to Hurnee, on 15 days' leave, but I don't well recollect the years; on referring to the office muster it will be found correct.

Ragoba Moroba.

(A.)

QUESTIONS given by Mr. Secretary *Goldsmid* to Major *De l'Hoste*, to be put to *Muccoonda Sudaseo.*

" WHEN did Raghoo Chippee, the clerk in Captain Barr's office, go to Baroda? Did he go there in 1844 or 1845?"

Should he say no, then ask, "Who is the Raghoo Chippee whose name is mentioned in the papers which came before Government in the proceedings connected with the communications made by you to me, in 1845?"

(B.)

My dear Goldsmid,

I RETURN the enclosed paper, containing certain questions which you wish me to put to Maccoonda Sudaseo. On reflection, I do not consider I have any right to ask those questions, as Muccoonda Sudaseo never mentioned Ragoba's name to me (to the best of my belief), nor do I know Ragoba, or anything regarding him. The statement contained in my letter of the 6th July 1844 (I think that is the date), was a clear account of the business, and it is a pity inquiry was not instituted then.

Yours sincerely,

Bombay, 5 June 1852. (signed) *Edward P. De l'Hoste.*

MEMORANDUM.

THE Secretary having shown Captain Barr the above copy of Ragoba's statement, has been authorised by him to state, that, to the best of his belief, he never spoke to Ragoba relative to the object of his examination before the secretaries subsequent to that examination taking place; and certainly Ragoba never told him of his having been to Baroda, neither subsequent to the examination by committee nor previously.

8 June 1852. (signed) *H. E. G.*

STATEMENT-

Intrigues at Baroda and Bombay.

STATEMENT of *Naraeen Muccoondsett.*

Naraeen Muccoondsett, caste Simpee, clerk in the Military Paymaster's office, examined by Mr. Goldsmid, in presence of Mr. Richardson, on Saturday, 12 June 1852:—

I am not related to Raghoba Moroba, but of same caste; he is in the same office with me. I have been in the Pay-office for about 14 or 15 years; Raghoba came to the office shortly afterwards; knew him before he came to the office, but cannot recollect for how long; he used to live near me. I knew him when he was in Mr. Patch's service. Raghoba took leave two or three times, but I know not where he went to; I do not know whether he went to Baroda or elsewhere. I know nothing about Baroda people visiting him, nor do I know that he ever had anything to do ("hat gatla") with Baroda matters. I know nothing of any person named Joteshwur; I know nothing of a Mr. Craig. Mr. Cole, of the Military Accountant's office, used to come to our office on official business, and, in consequence, know him; but I know nothing of his having had anything to do with Baroda affairs. Raghoba used to converse with Mr. Cole in the Pay-office, but I know not about what, nor whether he ever went to meet Mr. Cole elsewhere.

Taken before us,

(signed) *H. E. Goldsmid.*
A. Richardson.

12 June 1852.

My dear Barr,

THIS is what Naraeen Muccoondsett says; kindly return it by bearer.

Yours, &c.

12 June 1852. (signed) *H. E. Goldsmid.*

My dear Goldsmid,

MANY thanks for allowing me to see Narayen's deposition.

Native-like, he finds it best to forget, when before you, all he said he knew before going over.

I was informed by others that he had distinctly told them that he knew Raghoba had been to Baroda (although he said he knew not what took him there); and, hoping you might be able to get more out of him than I could, I never spoke to him on the subject at all, but informed you of what I thought you might learn from him. Of course, as he denies to you all knowledge of Raghoba's movements, I am helpless, and I presume the matter must drop there. Should I learn anything more, I will, of course, communicate with Malet; but mine is a difficult card to play, and, with the utmost wish to further the interests of Government by every means in my power, I find myself frustrated by the cunning and duplicity of some of my informants.

Yours, &c.

12 June 1852. (signed) *H. Barr.*

MEMORANDUM.

Committee of secretaries assembled in January 1852, to inquire into certain matters connected with past intrigues in Baroda matters.

THE Secretary with the Governor, having been desired by his Lordship to give his opinion as one of the committee of secretaries, whether Ragoba Moroba Chippee should be allowed immunity under the conditional promise of pardon made by Government, begs to state that it appears to him that Raghoba Moroba has no claim whatever under that conditional promise.

2. In Government letter of 11th September, No. 176, Captain Barr was authorised "to hold Raghoba Moroba harmless for the share he may have taken in transactions of bribery and corruption in connexion with persons at Baroda, on condition that he shall make a full and fair disclosure of all he knows on the subject, he being explicitly given to understand that this immunity will be forfeited should he fail to do so."

3. Captain Barr informed the committee that he had "repeatedly warned Raghoba that his fullest confession was the condition on which he was promised immunity,

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immunity, and if he was afterwards discovered to have withheld information, that immunity would be forfeited."

4. And Captain Barr also stated that he "fancied from conversation with Raghoba that he had withheld information."

5. The committee in their report have stated: "In giving his evidence, there was no apparent hesitation or desire to evade any inquiry on the part of Raghoba, but, nevertheless, he seemed to be delivering some well-arranged story, and the exact identity between the statement he made before us and the deposition formerly taken down by Captain Barr, leads to the impression that the man was drawing upon his memory of what he had before stated rather than of the circumstances which had actually occurred.

"To Raghoba's statement, credence should be cautiously given; by his own account he has taken a very culpable part himself in the transactions he describes, and he is plainly seeking to secure himself from punishment by denouncing an accomplice who is at a distance, and not likely to be confronted with him; and we cannot give credence to the assertion that, although he had never previously taken part in any such transactions, Craig, without in the first instance obtaining his consent, or even speaking on the subject to him, mentioned his name in the anonymous letter he wrote to Baroda, as that of the party to whom the person sent from that place by Hurree Bhugtee's firm should apply on his arrival at Bombay. Nevertheless, we are bound to admit that we vainly endeavoured to shake his evidence by such cross-examination as the papers and information placed before us enabled us to carry on; and we have failed to discover any clue or train whereby, collaterally, its real value might be tested."

See Secretary's Memo. of 5th May 1852.

6. It will be seen from the proceedings now placed before the Government, that, in the secret department of the Secretariate, there were recorded, so long since as June and July 1845, proceedings which, if they had been before the committee of secretaries at the time, would have enabled them to cross-examine Raghoba Moroba; and, in the secretaries' opinion, have elicited matter tending to throw light on points which the committee were constrained to leave in darkness.

7. It is not, however, merely the concealment of the fact that he visited Baroda in 1848, during the progress of the intrigues in which he was concerned, which affects the conditional promise of pardon, but the suspicion, amounting in the Secretary's opinion to a conviction, that, had not this fact been concealed from the committee, they would, by cross-examination and sudden inquiries in other quarters, have been enabled to ascertain that the visit was connected with those intrigues. Raghoba's visit not only throws discredit on what he asserted during his examination before the committee, but is in itself improbable; for it is not to be credited that a man taking the active part which he admits he did in the intrigues, should, at the very height of those intrigues, have gone to Baroda without letting Joteshwur and Craig, then in Bombay, know that he had gone there, and as improbable is it that he should have gone there merely to see the place (being absent on sick certificate from his office for a month*), and that whilst there he should have seen no one and spoken to no one relative to the Baroda matter, in which he was taking so active a part in Bombay, although in ignorance, according to his account, of the character and connexions of the person (Joteshwur) with whom he had been associated there.

8. The Secretary also begs to request the attention of his Lordship to the fact that Raghoba's assertion, that after his examination before the committee he told Captain Barr he had been to Baroda, is denied by the latter officer; and that there is every reason to believe that Ragoba Moroba Chippee is "the Raghoba Purvoe, Chippee by caste" alluded to in the anonymous communication made in 1845 to Mr. Willoughby, as being actively concerned in Baroda intrigues.

9. The Secretary has been informed, but whether or no correctly so he is not prepared to say, that the writer of the anonymous letter in 1845 was a Mr. Evans, now supposed to be in employ under the Joadpore Durbar. A reference to the civil auditor might enable Government to ascertain whether a man of this name ever served Government; and, if so, it might be traced whether the writing of the letter corresponds with that in papers received by Government from

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* From 27 November to 25 December.

from the departments in which he may have served, or in the records of those departments; whether he ever served under Mr. Willoughby, and fell under his displeasure, as alleged, if the Secretary rightly recollects, in the anonymous letter to that gentleman.

24 July 1852. (signed) *H. E. Goldsmid*, Secretary.

Minute by the Right Honourable the Governor.

The other members of the Committee of Secretaries, who are now in Bombay, should give their opinions on the subject treated of in the memorandum, consequent on the proceedings of 1845 in the secret department having been brought to notice since my minute of the 17th March last.

24 July 1852. (signed) *Falkland.*

Memorandum by the Chief Secretary.

Under the instructions contained in the Right Honourable the Governor's minute of the 24th ultimo, the Chief Secretary has the honour to state that, in submitting to Government that report, he recorded an opinion unfavourable to the veracity of Ragoba Moroba, though it could not at that time be proved that he did not make a full and fair disclosure of all that he knew.

It now appears that Ragoba Moroba went to Baroda subsequent to his being concerned with Joteshwur in Baba Nafra's business. Captain Barr denies that Ragoba ever told him of his visit to Baroda, and he did not inform the committee of the fact.

It consider that, under the circumstances, Ragoba's visit to Baroda was a fact with which it was important that the committee should have been made acquainted; and I am therefore of opinion that he did not make that full and fair disclosure of all that he knew on the subject, which was the condition on which he was to be entitled to the immunity promised.

6 August 1852. (signed) *A. Malet*, Chief Secretary.

Memorandum by the Deputy Secretary to Government in charge of the Persian Department.

Under instructions conveyed in the Right Honourable the Governor's minute of 24th ultimo, the Deputy Secretary has the honour to record his opinion that Ragoba Moroba has not acted up to the part required from him as the condition of pardon; but, with all due respect, he would venture to remark that the withdrawal of the promise of pardon, once made on the part of Government, in the absence of any positive proof to the concealment, or to falsified statement of facts, which it is to be supposed should have been communicated by this man, may, not only in the present case, should circumstances ever lead to the re-opening of this inquiry, but certainly on some future occasion, act as a bar to disclosure being made upon promise of similar conditional rewards.

A careful perusal of Ragoba Moroba's statements, given before the Committee of Secretaries, on being collated with evidence communicated by Lieutenant-colonel Outram, leaves upon the mind an impression that the facts therein generally stated have been carefully divested of their individual application, until the whole story is rendered harmless to others, and sufficiently plausible to merit the pardon offered on condition of a full and fair disclosure.

With the exception of the unfavourable impression conveyed in the cautious replies relative to his visit to Baroda, and the indirect and vague character of the statements generally made by Ragoba Moroba, no evidence has been obtained to show that he has withheld truth; because his statements tend to show that he was entrusted with so very subordinate a part in these intrigues, that his employers could have had but a poor opinion of his talents or his discretion,

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discretion, and therefore it is just possible that he may have been entrusted with no more information than he has disclosed.

Captain Barr's letters, especially regarding his remarks on Mr. Smith's supposed share of these intrigues, do indeed convey an idea that Ragoba conveyed or implied, so that Captain Barr was induced to imagine information of a more decided tone than that which is conveyed in any statements made before the committee; and doubtless had the committee been in possession of any authentic evidence by which to test or to aid in extracting further evidence from Ragoba Moroba, he would then have been fairly convicted of the concealment or the falsifying of information which he may possess.

The Deputy Secretary begs to observe, that should the Right Honourable the Governor's minute be intended to include an opinion from him upon the proceedings of 1845, that the subject has never been laid before the committee to the best of his belief and knowledge, and he is therefore unable to offer any remarks thereon.

(signed) *A. Richardson,*
11 August 1852. Deputy Secretary to Government.

Further MEMORANDUM by the Chief Secretary.

MR. EVANS was head clerk and record keeper at Baroda for many years, having been implicated at the time when Brij Lal, the native agent, was dismissed on the charge of communicating information to the Gaekwar. He was removed from Baroda, but allowed to exchange to Ahmedabad on a small reduction of salary. He shortly resigned his new appointment, and was afterwards employed as a sectioner in the Revenue Department of the Secretariate, from June till September 1840, when, on the fact becoming known to Mr. Willoughby, he was dismissed at that gentleman's request. He appears subsequently to have gone to Baroda, and received pay from his Highness Syajee Rao Gaekwar, though without any ostensible employment. He was there during Sir J. Carnac's visit in 1843, and was afterwards dismissed by the Gaekwar at the request of the Resident, under orders from the Government.

On comparison of the writing of the anonymous letter with Mr. Evans's handwriting received from Baroda, and on the revenue records, the similarity does not appear to be such as to warrant a conclusion that the former was written by him, though there are points of similarity which may perhaps be considered to warrant some suspicion.

(signed) *A. Malet,*
25 August 1852. Chief Secretary.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane* and the Honourable Mr. *Bell.*

I AGREE with the Chief Secretary and Revenue Secretary, that Ragoba has forfeited his right to immunity under the conditional promise, he having withheld from the committee the important fact of his visit to Baroda.

It will also be seen from the proceedings, that Ragoba, in his first written statement to Captain Barr, withheld information which he gave in his second paper, although the first was written after the conditional promise had been held out to him.

(signed) *Falkland.*
D. A. Blane.
30 August 1852. *A. Bell.*

Proposed Draft, No. of 1852.—Political Department.

To Captain *H. J. Barr*, Military Paymaster.

Sir,

1. IN the Government letter to your address, No. 176, dated 11th September 1850, you were authorised "to hold Ragoba Moroba (a purvoe in your office) harmless,

Intrigues at Baroda and Bombay.

harmless, for the share he may have taken in transactions of bribery and corruption in connexion with persons at Baroda, on condition that he shall make a full and fair disclosure of all he knows on the subject, he being explicitly given to understand that this immunity will be forfeited should he fail to do so."

2. After the most careful consideration of the statements which, subsequent to the above date, have been made before you by Ragoba Moroba, and of those made by him before the committee of secretaries, the Right Honourable the Governor in Council is of opinion that this individual has failed to perform the conditions, subject to the fulfilment of which the promise of pardon was made to him; since, independently of the doubtful character of his evidence in many respects, he withheld from the committee the important fact of his having visited Baroda in the year 1848, during the progress of the intrigues in which he was concerned with Joteshwur in Baba Nafra's business. He also withheld this information from you.

3. I am further desired to remark, that Ragoba Moroba, in his first written statement to you, withheld information which he gave in his second paper, although the former statement was written subsequent to the conditional promise of pardon having been held out to him.

4. Ragoba Moroba having therefore failed to make that "full and fair disclosure of all he knew on the subject of the intrigues," has forfeited the conditional promise of immunity, and having been proved to have participated in those intrigues, can no longer be retained in the service of Government.

5. The Right Honourable the Governor in Council accordingly directs that this individual be at once discharged from his present situation, accompanied by an intimation that he cannot be re-employed in any capacity under Government.

MEMORANDUM by the Right Honourable the Governor, concurred in by the Board.

As Mr. Acland is being consulted by the Chief Secretary with reference to some matters regarding Captain Macdonald, in which this man, Ragoba Moroba, is concerned, it will be as well that Mr. Malet should show this letter to Mr. Acland before it is issued.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

11 September 1852.

MEMORANDUM by the Chief Secretary.

THE Chief Secretary has consulted Mr. Acland, who is of opinion that this letter should be delayed until Ragoba has been examined on the matter now pending.

(signed) *A. Malet,*
Chief Secretary.

16 September 1852.

Further MEMORANDUM by the Chief Secretary.

THE Chief Secretary concludes that this letter may now be issued.

(signed) *A. Malet,*
Chief Secretary.

18 September 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

YES, if Mr. Acland see no objection.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

25 September 1852.

Intrigues at Baroda and Bombay.

EXTRACT from a Minute by the Right Honourable the Governor, concurred in by the Honourable Mr. *Bell.*

OUR former resolution to dismiss Ragoba Moroba has not as yet been acted on, in consequence of our solicitor having been of opinion that it was advisable he should be retained in the service until it should be apparent whether his evidence would be required or not during these investigations. Mr. Acland should now be requested to state, without delay, whether Ragoba's evidence will be required in matters relative to Craig; and unless the strongest reason exist for still retaining Ragoba, he should be at once dismissed. I had entertained some expectation that something might transpire in the course of the recent inquiries to warrant our adopting a more lenient course towards this man, and this induced me to accede to the recommendation (above-mentioned) of Mr. Acland more readily than I should otherwise have done, but I find, on the contrary, that the case against him is strengthened.

11 November 1852.

OPINION of the Honourable Company's Solicitor.

GOVERNMENT is aware that I was directed to obtain the Advocate-general's opinion on Craig's case, and I have not yet received his opinion. My own view, as expressed in a former letter, is that so long as Craig continues beyond the jurisdiction of the Bombay Court he cannot be proceeded against here; and so far, therefore, as proceedings against Craig are concerned, in my opinion, Ragoba need not be longer detained in Government service.

(signed) *W. Acland,*
Honourable Company's Solicitor.

16 November 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Board.

THE letter formerly approved, directing the dismissal of Ragoba Moroba, may now be issued, the substance of the concluding portion of the appended extract of my minute being embodied therein.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

27 November 1852.

No. 5215 of 1852.—Political Department.

From *A. Malet,* Esq., Chief Secretary to Government, Bombay, to Captain *H. J. Barr,* Military Paymaster.

Sir,

1. IN the Government letter to your address, No. 176, dated the 11th September 1850, you were authorised "to hold Ragoba Moroba (a purvoe in your office) harmless, for the share he may have taken in transactions of bribery and corruption in connexion with persons at Baroda, on condition that he shall make a full and fair disclosure of all he knows on the subject, he being explicitly given to understand that this immunity will be forfeited should he fail to do so."

2. After the most careful consideration of the statements which, subsequent to the above date, have been made before you by Ragoba Moroba, and of those made by him before the committee of the secretaries, the Right Honourable the Governor in Council is of opinion that this individual has failed to perform the conditions, subject to the fulfilment of which the promise of pardon was made to him; since, independently of the doubtful character of his evidence in many respects, he withheld from the committee the important fact of his having visited Baroda in the year 1848, during the progress of the intrigues in which he was concerned with Joteshwur in Baba Nafra's business; he also withheld this information from you.

Intrigues at Baroda and Bombay.

3. I am further desired to remark, that Ragoba Moroba, in his first written statement to you, withheld information which he gave in his second paper, although the former statement was written subsequent to the conditional promise of pardon having been held out to him.

4. Ragoba Moroba having therefore failed to make that "full and fair disclosure of all he knew on the subject of the intrigues," has forfeited the conditional promise of immunity; and having been proved to have participated in those intrigues, can no longer be retained in the service of Government.

5. The Right Honourable the Governor in Council accordingly directs that this individual be at once discharged from his present situation, accompanied by an intimation that he cannot be re-employed in any capacity under Government.

6. His Lordship in Council had entertained an expectation that something might transpire, in the course of recent inquiries which have been instituted by Government, to warrant the adoption of a more lenient course towards this individual than his dismissal from the public service, and for this reason the issue of the present order has hitherto been delayed. Nothing, however, of an exculpatory character has been elicited in the course of these further inquiries, but, on the contrary, additional proofs have been obtained of the unrevealed part Ragoba Moroba has taken in the late Baroda intrigues.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
30 November 1852.

No. 5216 and 5217.

An extract, para. 5, from the above letter, to be forwarded to the accountant-general and civil auditor for information and guidance.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
30 November 1852.

No. 1228 of 1852.

From Captain *H. J. Barr*, Military Paymaster, to *A. Malet*, Esq.,
Chief Secretary to Government, Bombay.

Sir,

In acknowledging the receipt of your letter in the Political Department, dated the 30th ultimo, No. 5215, I have the honour to report, for the information of Government, that I have this day discharged Ragoba Moroba from my office.

I have, &c.
(signed) *H. J. Barr*,
Captain, Military Paymaster.

Bombay Military Pay Office,
1 December 1852.

(True extract.)
A. Malet,
Chief Secretary.

Extract Bombay Political Consultation, 25 August 1852.

No. 3661 of 1852.

Resolution of Government in the Political Department, dated 21st August 1852.

Resolved: That the annexed extracts, paras. 20 to 22, from a Political despatch from the Honourable the Court of Directors, dated the 23d June, No. 19 of 1852, and para. 16 of the reply thereto, be made over to the Chief Secretary, that effect may be given to the orders of Government contained in the latter extract.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 21 August 1852.

Intrigues at Baroda and Bombay.

EXTRACT Paras. 20 to 22, from a Despatch from the Honourable the Court of Directors, dated 23 June 1852, No. 19.

Para. 20. In the course of Lieutenant-colonel Outram's inquiries concerning the Joetabhaee case, he took the evidence of Joteshwur, an agent sent by Baba Nafra to Bombay, from which it appeared that a person named Craig, at that time confidentially employed in the office of the Secretary in the Secret and Political Departments, had received from him (Joteshwur) 2,200 rupees for himself, and 10,000 rupees on pretence of a bribe to Mr. Reid. Ragoba Moroba, a clerk in the Military Pay Office, being involved as a party concerned, Captain Barr, the military paymaster, was authorised to give a promise of impunity to Ragoba, on condition of his making a full disclosure. No inquiry appears to have been made as to the assistance which Ragoba, in the capacity of a Government clerk, was to give to the machinations of the conspirators. His statements, however, implicated Mr. Cole, an assistant in the office of the military accountant, as having received valuable presents from the son of Baba Nafra; and on the 1st November 1850, Captain Barr was, at his own suggestion, permitted to make the same conditional offer of pardon to Mr. Cole which had been made to Ragoba. Lieutenant-colonel Outram was not informed, either by Government or by Captain Barr, of the authority thus given to the latter officer; and Captain Barr made no use of the authority, but without any intimation to Government gave up the inquiry, on learning (as he has since stated) that the papers connected with the case were under charge of Mr. G. Smith, an assistant in the office of the Chief Secretary, and a brother-in-law of Mr. Craig. Captain Barr alleges that he had a strong suspicion that Mr. Smith was implicated in the illicit transactions, and was of opinion that that individual, through his knowledge of the papers, would be able to frustrate any further inquiry. The reason thus assigned by Captain Barr for discontinuing the inquiry ought rather to have been an additional motive for pressing it with redoubled vigour. We consider Captain Barr to have failed in his duty by dropping the investigation, and to have greatly erred by keeping Government uninformed of his having done so.

21. Your attention was not again directed to the subject until July 1851; and after some further communication with Lieutenant-colonel Outram and Captain Barr, you in January 1852 appointed a commission, consisting of the three Civil Secretaries to Government and Mr. Richardson, deputy secretary, to inquire and report on these transactions. The report of the Commission is now before us.

22. Mr. Craig, who, if the statements made are correct, was the principal culprit, left Bombay for Calcutta on leave of absence soon after the date of his alleged offence, and not having returned was struck off the establishment. He is stated to have been since residing at Chandernagore. The testimony to his having received the 12,200 rupees is direct and positive; and though, as Mr. Acland said, he could not with any good effect be indicted for a conspiracy to bribe a member of Government (an offence which there is not the slightest proof of his having attempted), he is evidently liable to a prosecution for obtaining money on false pretences. We expect you will not neglect any means you may possess of bringing this individual to justice.

EXTRACT Para. 16, from a Despatch to the Honourable the Court of Directors, dated the 28th August, No. 76 of 1852.

Para. 16. In reply to your 22d para., we beg to observe that the committee of secretaries were desirous that measures should be adopted with a view to obtain Mr. Craig's presence in Bombay, in the hope that information might be elicited from him, even although it should be found he could not be eventually brought to justice. Our solicitor at Bombay was consulted on the subject, and his opinion has already been placed before you; but the whole of the papers, including para. 22 of your present despatch, and a copy of this para., have now been placed before him and the advocate-general, with a request that if they can suggest any means for enabling us to bring Craig to justice they will do so.

SECRET DEPARTMENT.

To *A. Malet*, Esq., Chief Secretary.

Sir,

WITH reference to the resolution of Government, dated 21st August 1852, No. 3661, handed by you to me, with annexed to it paras. 20, 21, and 22, of the Honourable Court's despatch of 23 June 1852, No. 19; and para. 16 of a draft despatch from the Bombay Government to the Honourable Court, relative to the case of Craig, Ragoba, and Joteshwur; on conferring upon them, and the other papers handed by you to me, with the advocate-general, with a view to the Government being advised on the subject, the advocate-general has written the accompanying memorandum.

And

Intrigues at Baroda and Bombay.

And I have to request you will be so good as to solicit the sanction of Government to forward me, to be confidentially considered, in communication with the Advocate-general, the whole of the Honourable Court's despatch of 23d June 1852, No. 19, and of the reply to the Honourable Court, of which I have been furnished with extracts as above-mentioned.

I am, &c.
(signed) *W. Acland,*
Honourable Company's Solicitor.

Bombay, 4 September 1852.

MEMORANDUM by the Advocate-General.

BARODA FRAUDS.

BEFORE giving any opinion on this case, I wish to see the whole despatch of the Court of Directors, of which an extract merely has been sent, and the reply made to it.

(signed) *A. S. Le Messurier,*
Advocate-General.

4 September 1852.

MINUTE by the Right Honourable the Governor; concurred in by the Board.

MR. LE MESSURIER should be informed, through Mr. Acland, that the only part of the despatch or our reply in any way connected with the matter on which his opinion is required is contained in the extract already furnished to him.*

That the Chief Secretary has been directed to be most careful in making over to him all proceedings bearing on the matter, and that a list will be placed on record of the proceedings so made over, in order that the Honourable Court may be aware of his having had before him all the information on the subject that Government has the means of affording.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

9 September 1852.

No. 329 of 1852.—Secret Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *W. Acland*, Esq., Honourable Company's Solicitor, Bombay.

Sir,

I AM directed by the Right Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 4th instant, and to request that you will have the goodness to inform the Advocate-general, in reply to his note of the same date, to your address, that the only part of the despatch from the Honourable the Court of Directors referred to by him, or of the Government reply thereto, in any way connected with the matter on which his opinion is required, is contained in the extract already furnished to him.†

2. The proceedings of Government bearing on the matter above referred to are herewith forwarded, as per accompanying lists; and I am to inform you, for communication

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* Paras. 20 to 22 of Political Despatch of 23d June, No. 19 of 1852, and para. 16 of reply thereto, dated 28th August, No. 76 of 1852.

† Paras. 20 to 22, of Political Despatch from the Honourable Court, dated 23d June, No. 19 of 1852, and para. 16 of Government reply thereto, dated 28th August, No. 76 of 1852.

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communication to Mr. Le Messurier, that these lists will be placed on record, in order that the Honourable Court may be aware of the amount of the information on the subject placed before him by Government.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 30 September 1852.

CONTENTS of Compilations, No. 49, Secret, and No. 2098, Political, of 1850; No. 32, Secret, of 1851–52; and No. 75, Secret, of 1851.

Secret Compilation, No. 49 of 1850.

No. 1.—Demi-official Letter from Lieutenant-colonel Outram, dated 13 July 1850, with Enclosure.

No. 2.—Memorandum by the Chief Secretary, dated 17 July.

No. 3.—Minute by the Honourable Mr. Willoughby, dated 17 July.

No. 4.—Minute by the Honourable Mr. Blane, dated 17 July.

No. 5.—Opinion by the Advocate-general, dated 17 July.

No. 6.—Minute by the Honourable Mr. Willoughby, concurred in by the Honourable Mr. Blane and the Right Honourable the Governor, dated 18 July.

No. 7.—To Lieutenant-colonel Outram, dated 18 July, No. 155.

No. 8.—Demi-official from Lieutenant-colonel Outram, dated 22 July, with Enclosure.

No. 9.—Minute by the Honourable Mr. Willoughby, dated 31 July, concurred in by the Honourable Mr. Blane.

No. 10.—Opinion by the Advocate-general, dated 31 July.

No. 11.—To Lieutenant-colonel Outram, dated 1 August, No. 162.

No. 12.—From Lieutenant-colonel Outram, dated 16 August, No. 193, with Enclosure.

No. 13.—Minute by the Honourable Mr. Willoughby, dated 21 August, concurred in by the Honourable Mr. Blane.

No. 14.—Minute by the Right Honourable the Governor, dated 27 August, concurred in by the Board.

No. 15.—Memorandum by the Chief Secretary, dated 24 August.

No. 16.—Anonymous Petition, dated 13 August.

No. 17.—Minute by the Right Honourable the Governor, dated 18 August, concurred in by the Honourable Mr. Willoughby.

No. 18.—Minute by the Honourable Mr. Blane, dated 27 August.

No. 19.—Further Minute by the Right Honourable the Governor, dated 30 August.

No. 20.—Memorandum by the Chief Secretary, dated 31 August.

No. 21.—P. S. to the above, dated 2 September.

No. 22.—Minute by the Right Honourable the Governor, dated 4 September, concurred in by the Board.

No. 23.—From Captain H. Barr, without number and date.

No. 24.—Minute by the Honourable Mr. Willoughby, dated 11 September, concurred in by the Honourable Mr. Blane.

No. 25.—To Captain H. Barr, dated 11 September, No. 176.

No. 26.—Extract para. 4 from a Letter from Lieutenant-colonel Outram, Resident at Baroda, dated 7 September, No. 207 B. of 1850.

No. 27.—(H.) Memorandum of Proceedings in an Inquiry into the cause of the Mission of Joteshwur Echaram, to Bombay, with a Memorandum of Sums paid to Joteshwur Echaram.

No. 28.—Minute by the Right Honourable the Governor, dated 11 October, concurred in by the Board.

No. 29.—From Lieutenant-colonel Outram, dated 26 September, No. 229, with Enclosures.

No. 30.—Minute by the Right Honourable the Governor, dated 14 October.

No. 31.—Minute by the Honourable Mr. Willoughby, dated 24 October, concurred in by the Honourable Mr. Blane.

No. 32.—To Lieutenant-colonel Outram, dated 5 November, No. 220.

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Political Compilation, No. 2098 of 1850.

No. 33.—From Lieutenant-colonel Outram, dated 11 October, No. 244, with Enclosure.

No. 34.—Minute by the Right Honourable the Governor, dated 21 October, concurred in by the Board.

No. 35.—Demi-Official from Captain Barr, dated 18 October.

No. 36.—Memorandum by the Secretary to Government, dated 23 October.

No. 37.—Two Demi-Officials from Captain Barr, dated 18 and 26 October.

No. 38.—From Lieutenant-colonel Outram, dated 21 October.

No. 39.—Minute by the Right Honourable the Governor, dated 29 October, concurred in by the Board.

No. 40.—To Captain Barr, dated 1 November.

No. 41.—From Lieutenant-colonel Outram; dated 14 August, No. 153.

No. 42.—Office Memorandum, dated 18 August, No. 3825.

Secret Compilation, No. 32 of 1851-52.

No. 43.—Minute by the Right Honourable the Governor, dated 19 February 1851, concurred in by the Board.

No. 44.—To the Secretary to the Government of India, Foreign Department, dated 20 February 1851, No. 3.

No. 45.—To the Secretary to the Government of Madras, dated 20 February, No. 53.

No. 46.—To the Secretary to Government, North-western Provinces, dated 20 February, No. 54.

No. 47.—Office Memorandum, dated 5 December 1851, No. 11.

No. 48.—From the Officiating Under Secretary to the Government of India, dated 20 February 1852, No. 288, with Enclosure.

Secret Compilation, No. 75 of 1851.

No. 49.—Minute by the Right Honourable the Governor, dated 14 July 1851, concurred in by the Board.

No. 50.—Memorandum by the Chief Secretary, dated the 27th August.

No. 51.—Minute by the Right Honourable the Governor, dated 7 September, concurred in by the Board.

No. 52.—To Lieutenant-colonel Outram, dated 10 September, No. 311.

No. 53.—From Lieutenant-colonel Outram, dated 15 September, No. 2.

No. 54.—Minute by the Right Honourable the Governor, dated 29 September.

No. 55.—Further Minute by the Right Honourable the Governor, dated 27 November, concurred in by the Board.

No. 56.—To Captain H. Barr, dated 1 December, No. 421.

No. 57.—From Captain H. Barr, dated 9 December.

No. 58.—Memorandum by the Chief Secretary, dated 10 December.

No. 59.—Minute by the Right Honourable the Governor, dated 11 December, concurred in by the Board.

No. 60.—To Captain H. Barr, dated 15 December, No. 440.

No. 61.—From Captain H. Barr, dated 31 December, marked (A.)

No. 62.—Minute by the Right Honourable the Governor, dated 6 January 1852, concurred in by the Board.

No. 63.—From Captain H. Barr, dated 31 December 1851.

No. 64.—Minute by the Right Honourable the Governor, dated 6 January 1852, concurred in by the Board.

No. 65.—Circular to the Revenue and Military and Deputy Secretaries to Government, dated 7 January 1852, No. 5.

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Contents of Compilation, No. 96, Secret, of 1851.

No. 1.—Demi-Official from Lieutenant-colonel Outram, dated 8 October 1851.
No. 2.—Memorandum by the Chief Secretary, dated 12 October.
No. 3.—Minute by the Honourable Mr. Blane, dated 12 October, concurred in by the Honourable Mr. Bell.
No. 4.—Memorandum by the Chief Secretary, dated 12 October.
No. 5.—Minute by the Honourable Mr. Blane, dated 12 October, concurred in by the Honourable Mr. Bell.
No. 6.—Minute by the Right Honourable the Governor, without Date.
No. 7.—To Lieutenant-colonel Outram, dated 13 October.
No. 8.—From Lieutenant-colonel Outram, dated 13 October, No. 4, with Enclosures.
No. 9.—Memorandum by the Chief Secretary, dated 21 October.
No. 10.—Minute by the Right Honourable the Governor, dated 24 October.
No. 11.—Memorandum by the Chief Secretary, dated 29 October, with Enclosures.
No. 12.—Minute by the Honourable Mr. Blane, dated 28 October.
No. 13.—Minute by the Honourable Mr. Bell, dated 29 October.
No. 14.—Minute by the Right Honourable the Governor, dated 31 October.
No. 15.—Further Minute by the Honourable Mr. Blane, dated 2 November, concurred in by the Honourable Mr. Bell.
No. 16.—Petition from Govind Rao Vankutesh, dated 17 October.
No. 17.—To Lieutenant-colonel Outram, dated 3 November, No. 400.
No. 18.—To Lieutenant-colonel Outram, dated 24 October.
No. 19.—From Lieutenant-colonel Outram, dated 31 October, with Enclosures..
No. 20.—Memorandum by the Secretary to Government, H. E. Goldsmid, Esq., dated 8 November.
No. 21.—Minute by the Right Honourable the Governor, dated 10 November, concurred in by the Board.
No. 22.—To Lieutenant-colonel Outram, dated 17 November, No. 412.
No. 23.—From Lieutenant-colonel Outram, dated 8 November, with Enclosure.
No. 24.—Minute by the Right Honourable the Governor, dated 15 November.
No. 25.—Minute by the Honourable Mr. Blane, dated 18 November, concurred in by the Honourable Mr. Bell.
No. 26.—To Lieutenant-colonel Outram, dated 23 November, No. 417.
No. 27.—From Lieutenant-colonel Outram, dated 23 November, with Enclosures.
No. 28.—Memorandum by the Chief Secretary, dated 1 December.
No. 29.—Minute by the Right Honourable the Governor, dated 8 December.
No. 30.—Minute by the Honourable Mr. Blane, dated 10 December.
No. 31.—Minute by the Honourable Mr. Bell, dated 11 December.
No. 32.—To Lieutenant-colonel Outram, dated 16 December, No. 444 of 1851.

Contents of Compilation, marked (B.) "Baroda Frauds."

No. 1.—Minute by the Right Honourable the Governor, dated 14 July 1851, concurred in by the Honourable Messrs. Blane and Bell.
No. 2.—Summary on certain points connected with the Baroda Frauds, by the Chief Secretary, dated 27 August.

Contents of Compilation, No. 960 of 1852.

No. 1.—Circular to the Revenue and Military Secretaries, and the Deputy Secretary to Government, dated 7 January, No. 5 of 1852.
No. 2.—Report of the Committee of Secretaries.

No. 3.

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No. 3.—Proceedings of the Committee, dated 9 February.

No. 4.—Copy of a Letter from Mr. J. Morris, Assistant Registrar, Sudder Adawlut, dated 30 April 1851.

No. 5.—Copy of a Letter from Kesheo Nursing to J. Morris, Esq., dated 20 June 1849.

No. 6.—Copy of a Letter from Mr. J. R. Maurrice to Nursoo Luxmon, dated 3 January 1849.

No. 7.—From J. Morris, Esq., without date.

No. 8.—Copy of a Letter from Lieutenant-colonel Outram, dated 29 April 1851.

No. 9.—Memorandum by the Uncovenanted Assistant to the Chief Secretary, dated 19 January 1852.

No. 10.—From the Honourable Company's Solicitor, dated 5 February 1852.

No. 11.—Memorandum by Mr. D. A. Potter, an extra examiner in the Political and Secret Departments, dated 22 January.

No. 12.—Memorandum by the Chief Secretary, dated 7 February, No. 592.

No. 13.—The original Maurrice Letter.

No. 14.—Note from the Honourable Company's Solicitor, dated 2 April.

No. 15.—From the Superintendent of Police, dated 13 February, No. 41.

No. 16.—Minute by the Right Honourable the Governor, dated 17 March, concurred in by the Honourable Mr. Bell.

No. 17.—Minute by the Honourable Mr. Warden, dated 21 March.

No. 18.—Further Minute by the Right Honourable the Governor, dated 29 March, concurred in by the Honourable Messrs. Bell and Warden.

No. 19.—Memorial from Mr. G. Smith, an Assistant in the Political Department, dated 10 April.

No. 20.—Minute by the Right Honourable the Governor, dated 19 April.

No. 21.—Minute by the Honourable Mr. Blane, dated 23 April.

No. 22.—Minute by the Right Honourable the Governor, dated 28 April.

No. 23.—Further Minute by the Honourable Mr. Blane, dated 1 May.

No. 24.—Minute by the Honourable Mr. Bell, dated 1 May.

No. 25.—Minute by the Honourable Mr. Warden, dated 4 May.

No. 26.—Further Minute by the Right Honourable the Governor, dated 7 May, concurred in by the Board.

No. 27.—To Mr. G. Smith, dated 26 May, No. 2378.

No. 28.—To the Military Accountant, dated 26 May, No. 2379.

No. 29.—To Captain H. Barr, dated 26 May, No. 2381.

No. 30.—Minute by the Right Honourable the Governor, dated 20 July.

No. 31.—Minute by the Honourable Mr. Blane, dated 21 July.

No. 32.—Minute by the Honourable Mr. Bell, dated 21 July.

No. 33.—From Mr. G. Smith, dated 19 June, forwarding a Memorial in triplicate to the address of the Honourable Court of Directors.

No. 34.—Minute by the Right Honourable the Governor, dated 20 July.

No. 35.—Minute by the Honourable Mr. Blane, dated 21 July.

No. 36.—Minute by the Honourable Mr. Bell, dated 21 July.

No. 37.—Mr. Smith's Memorial in triplicate, with Enclosures.

No. 38.—To Mr. G. Smith, dated 24 July, No. 3258.

No. 39.—From Mr. G. Smith, dated 25 August.

No. 40.—Memorandum by the Chief Secretary, dated 25 August.

No. 41.—Extract paras. 20 to 23, from a Despatch from the Honourable the Court of Directors, No. 19, dated 23 June 1852.

No. 42.—Extract para. 17, from a Despatch to the Honourable the Court of Directors, dated 28 August, No. 76 of 1852.

No. 43.—To Mr. G. Smith, dated 28 August, No. 3773.

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CONTENTS of Compilation, No. 9 of 1852, Secret.

No. 1.—Letter from Lieutenant-colonel Outram, dated 13 December 1851, with two Enclosures.

No. 2.—Minute by the Right Honourable the Governor, dated 6 January 1852, concurred in by the Board.

No. 3.—To the Resident at Baroda, No. 35, dated 22 January 1852.

No. 4.—From Lieutenant-colonel Outram, dated 11 November 1851, with one Enclosure.

No. 5.—Minute by the Right Honourable the Governor, dated 9 December 1851, concurred in by the Board.

No. 6.—Memorandum by the Chief Secretary, dated 8 December 1851.

No. 7.—Further Memorandum by the Chief Secretary, dated 8 December 1851, with one Enclosure.

No. 8.—Minute by the Right Honourable the Governor, dated 3 January 1852, concurred in by His Excellency the Commander-in-chief.

No. 9.—Minute by the Honourable Mr. Blane, dated 6 January 1852.

No. 10.—Minute by the Honourable Mr. Bell, dated 6 January 1852.

No. 11.—From Lieutenant-colonel Outram, No. 221 A, dated 2 December 1851, with 17 Enclosures.

No. 12.—Minute by the Right Honourable the Governor, dated 15 January 1852.

No. 13.—Minute by the Honourable Mr. Blane, dated 16 January 1852, concurred in by the Board.

No. 14.—From Lieutenant-colonel Outram, No. 5, dated 21 November 1851, with three Enclosures, and Minutes and Papers (A.), (B.), (C.) and (D.)

No. 15.—Memorandum by the Chief Secretary, dated 29 November 1851.

No. 16.—Minute by the Right Honourable the Governor, dated 7 December 1851.

No. 17.—Minute by the Honourable Mr. Blane, dated 7 December 1851.

No. 18.—Minute by the Honourable Mr. Bell, dated 8 December 1851.

No. 19.—Further Minute by the Right Honourable the Governor, dated 10 December 1851, concurred in by the Board.

No. 20.—From Lieutenant-colonel Outram, No. 221 (B.), dated 2 December 1851, with Enclosures (A.) (B.) and (C.)

No. 21.—Minute by the Right Honourable the Governor, dated 15 January 1852.

No. 22.—Minute by His Excellency the Commander-in-chief, without date.

No. 23.—Minute by the Honourable Mr. Blane, dated 17 January 1852.

No. 24.—Minute by the Honourable Mr. Bell, dated 17 January 1852, concurred in by the Right Honourable the Governor.

No. 25.—To J. M. Davies, Esq., Resident at Baroda, No. 40, dated 29 January 1852.

No. 26.—Resolution, Transfer to the Persian Department, No. 41, dated 29 January 1852.

No. 27.—Memorandum by the Deputy Secretary in the Persian Department, No. 99, dated 31 January 1852, with Enclosure.

No. 28.—From Lieutenant-colonel Outram, dated 15 December 1851, with six Enclosures.

No. 29.—Minute by the Right Honourable the Governor, dated 15 January 1852, concurred in by the Board.

No. 30.—From J. M. Davies, Esq., No. 70, dated 17 March 1852, with one Enclosure.

No. 31.—Minute by the Right Honourable the Governor, dated 29 March 1852, concurred in by the Board.

No. 32.—To J. M. Davies, Esq., No. 3761, dated 28 August 1852.

Extract

Intrigues at Baroda and Bombay.

Extract Bombay Political Consultation, 31st December 1852.

No. 643 of 1852.—Political Department.

From *William Acland*, Esq., Honourable Company's Solicitor, to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

WITH reference to the 2d para. of my letter to you of the 31st October last, No. 576, the Advocate-general has now sent me an opinion on Craig's case, which I forward on to you herewith.

I have, &c.
(signed) *W. Acland*,
Honourable Company's Solicitor.

Bombay, 15 December 1852.

OPINION of the Advocate-General.

1. I HAVE read through these compilations of papers on the Baroda frauds, and as regards the prosecution of Mr. Craig, there are no means by legal process of bringing him to justice, assuming that there are grounds for it; he being out of the jurisdiction, it is supposed at Chandernagore, a French settlement, close to Calcutta. But were he in Calcutta even, a magistrate there could not endorse a warrant against him issued by a magistrate of Bombay.

2. The alleged offence against Mr. Craig is, that of obtaining money under false pretences, with intent to defraud the firm of Hurry Bhugty, a native firm in the native state of Baroda. The money obtained was part of a larger sum the firm had sent down to Bombay, to be employed by their agents in bribery and other corrupt purposes. A certain sum is said to have been given out of it to Mr. Craig, under a promise that he would bribe a late member of the Government, but instead of doing so, he had applied the money to his own use. The prosecutors, therefore, in making out their case against Craig, will, by the same evidence, be proving themselves to be a set of rogues, cheated by one of their own party. Whether the firm will be disposed to come forward under these circumstances to prosecute Craig, and so publish their own infamy in a court of justice, may be doubted; and whether Government should take any steps towards it, Craig being out of the jurisdiction, may be left for consideration when he comes within legal reach. At present it is only necessary to state that, as regards the evidence to support this charge, there is the testimony certainly of the two accomplices in the crime, Joteshwur and Ragoba, but both require confirmation. The absence of Mr. Craig is no doubt a circumstance against him, but it is only a circumstance, and one of an equivocal kind; for what Mr. Smith, the brother-in-law of Craig, has said regarding his conduct to his family, which he has called scandalous, is sufficient to account for his quitting and not returning to Bombay.

3. In the perusal of these voluminous papers which have been laid before me, connected with the intrigues of Baba Nafra (the head moonim of the Baroda firm of Hurry Bukty) and his agents in Bombay, I have noticed the part which the Government Legal Remembrancer appears to have taken on behalf of Baba Nafra. The papers only confirm the opinion which I have long entertained, formed from other cases and circumstances which have from time to time been forced on my attention, that it is absolutely necessary, for the safety and the credit of Government, that the person holding the office of Legal Remembrancer should, if a barrister, be precluded by the express orders of Government from advising or acting in any way whatever, whether in court or out of it, adversely to the Government, wherever their interests are concerned or likely to be called in question.

4. In principle it appears to me to be altogether inconsistent with the public interests and sound policy, that any person in the employ of Government should receive pay from the Government treasury, and enjoy the influence which a paid servant of Government must derive from his appointment, and be allowed at his pleasure, by acting adversely to the Government or any of their subordinate departments, to turn that influence against them.

5. The Legal Remembrancer is in this position; and, though receiving a salary from the Government, is allowed to act and advise against the Government at his pleasure; and the evils of this system the papers before me strongly exemplify.

6. This state of things it is impossible can exist without detriment to the public interests, and no precedent for it is to be found at home, or in either of the other Presidencies, and it is opposed to the spirit of the rules laid down in the Government orders of 1843 and 1851.

7. The determination of Government concurring in the opinion expressed by the committee of secretaries, in the case of Mr. Cole, the confidential clerk of a barrister, shows what the sense of the Government is on the subject.

8. I would

Intrigues at Baroda and Bombay.

8. I would earnestly recommend to the Government to pass a resolution to be communicated to the Legal Remembrancer, that Government have determined that his office must be held strictly on the condition, that he is not to act or advise for any person in any way in court, whether Her Majesty's, or any of the Company's courts, in any proceeding, or out of court, in any matter adverse to or inconsistent with the Government or public interests, where those interests may be concerned, or be likely, directly or indirectly, immediately or remotely, to be called in question.

9. Should the Government have any difficulty in adopting this recommendation, I shall be prepared to go into the whole subject, and support my views and suggestions by reference not only to this case, but other cases which have forced themselves on my attention, that the instructions of the home authorities may be taken on the subject.

10. I would recommend also that a similar resolution should be passed by Government respecting the assessor to the court of petty sessions, and communicated to that legal officer, who likewise receives the pay of Government, and whose position in this respect is the same as that of any other Government servant. This officer and the Legal Remembrancer receive salaries from Government, together amounting annually to the sum of about 10,000 rupees or 1,000 *l.*; and my remarks are equally applicable to both offices. If necessary, I shall be ready to state also in detail the grounds for my recommendation of the resolution of Government being extended to this officer as well as to the Legal Remembrancer.

(signed) *A. S. Le Messurier,*
Advocate-General.

14 December 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane.*

COPY of this report should be forwarded to the Honourable Court, with reference to para. 16 of our letter of the 28th August, No. 76. From it the Honourable Court will perceive that it is not, nor has it ever been, in our power to bring the man Craig to justice.

The opinions mooted in Mr. Le Messurier's 3 to 10 paras. are quite irrelevant to the question submitted for his consideration; those paras. should, however, be transferred to the department from which the appointments of Messrs. Howard and Dickinson emanate, and be brought under our notice by the Judicial Secretary.

(signed) *Falkland.*
D. A. Blane.

20 December 1852.

No. 5599 of 1852.

RESOLUTION of Government in the Political Department.

ORDERED, That the above extract, paras. 3 to 10, from the opinion of the Advocate-general, dated the 14th instant, be transferred to the Judicial Department, that the subject therein mooted may be brought to the notice of the Honourable Board by the Judicial Secretary.

(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 24 December 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, 28th August 1852.

EXTRACT Paras. 9 and 10, from a Despatch from the Honourable the Court of Directors, dated 23d June, No. 19 of 1852.

Para. 9. LIEUTENANT-COLONEL OUTRAM afterwards sent to your Government some further correspondence which had "fallen into his hands under circumstances hereafter to be reported," but of which we can find no report, together with some oral evidence taken by him connected with the same intrigues, and pointed out various measures to be taken at Bombay for throwing further light on the subject, which, however, you did not think fit to take, on account of

Intrigues at Baroda and Bombay.

of the vague nature of the evidence. On this we must remark that the evidence might not have been vague, had you received, instead of rejecting, Govind Row's tender of information. We must add that letters were acknowledged by the banker, Nurbheyram, by and to whom they purported to be written, though he attempted very unsuccessfully to explain away their purport; and they distinctly proved that, in behalf of the minister, he directed his nephew, Booria, at Bombay, "to make a pucka arrangement with Lieutenant-colonel Outram, on his arrival from Egypt; although when Booria proposed that 50,000 rupees should be paid to Lieutenant-colonel Outram, and 10,000 rupees to one Succaram, to be given to Mr. A. Malet, Nurbheyram refused to pay any money until the service was rendered, being willing, however, to give a written promise of payment." We cannot agree in the opinion expressed in your President's Minute of 15th January 1852, that these are "obscure indications, containing nothing that is tangible or susceptible of being followed out to any result." We think that they were amply sufficient to justify and require a further investigation. Even if no additional light could have been obtained, there was already sufficient ground for a strong representation to the Gaekwar, of the unworthiness as well as the inutility to his interests of such discreditable attempts to corrupt high functionaries of Government. This representation was the more urgently called for, as the Gaekwar endeavoured to thwart Lieutenant-colonel Outram's attempts to throw further light on the case by refusing, on frivolous pretexts, to send several persons to the Residency, whom that officer, in the course of his investigations, desired to examine. Lieutenant-colonel Outram had an interview with the Gaekwar on the 27th November, on which occasion his Highness disavowed all knowledge of the intrigues imputed to his minister, and appeared duly impressed by Lieutenant-colonel Outram's remonstrances; but intelligence having been received on the same day of Lieutenant-colonel Outram's removal from office, the Gaekwar, instead of sending the witnesses required by that officer, addressed a remonstrance to Government against his proceedings.

Para. 10. We approve your having replied to the Gaekwar, to the effect that Lieutenant-colonel Outram's proceedings remonstrated against by his Highness, "appear to have been merely a request for the attendance of certain parties at the Residency, for the purpose of inquiry, and that Government trusts that no deviation from the usual courtesy in promptly complying with such requests will ever be permitted by his Highness to occur." We wish to be informed what answer was made by the Gaekwar, or what proceedings adopted by him, in consequence of this intimation; and we trust that the investigation has been continued by the present Resident, Mr. Davies, and that nothing on your part will be omitted to make it effectual.

EXTRACT Paras. 8 to 12, from a Despatch to the Honourable the Court of Directors, dated the 28th August, No. 76 of 1852.

Para. 9 of Court's despatch, Govind Rao Rodia.

8. IN reply to the 9th paragraph of your despatch, we would represent that the proposition to obtain Govindrao Rodia's evidence relative to a charge prepared against the minister, of an attempt, in 1849-50, to bribe the Resident and our Chief Secretary, was received by us after we had issued instructions requiring the former officer to vacate his appointment; and although it is not for us to question the correctness of the opinions expressed by your Honourable Court, we beg to point out that what we deemed the vagueness and inaccuracy of the information furnished by the Resident himself to guide us in our proceedings at Bombay, and the illegality of the measures he was desirous we should adopt within the jurisdiction of Her Majesty's Supreme Court, were sufficient, in our opinion, to prevent an inquiry being entered into with any prospect of success; while we did not consider any representation to his Highness to be requisite, because his Highness had disavowed to Colonel Outram all knowledge of the intrigues imputed to his minister, and Colonel Outram himself had throughout exempted his Highness from blame.

9. Moreover, the imputations against the minister were in no way brought home to him, and there were very strong grounds for believing that

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Colonel Outram had unwittingly got involved in the meshes of Muratha intrigue, and most probably of counter-intrigues, in which plots against the minister had been mixed up with the alleged plots against Government. We therefore deemed it only fair to assume that the name of the minister might have been abused by intriguing parties, for their own ends, in like manner with the name of Government officers (Colonel Outram and Mr. Malet) under the ridiculous pretence of bribing whom money was alleged to have been obtained.

10. Your Honourable Court, in your Despatch of 21st December 1842, enjoined us "to use the greatest forbearance in all your (our) future intercourse with his Highness, which," your Honourable Court observed, "should be uniformly conducted in a spirit of friendship and confidence;" and we had the spirit of these instructions in mind when we refused to adopt, for the attainment, as it appears to us, of no substantial object, measures calculated both to destroy all confidence on the part of his Highness the Gaekwar, and to impair the friendly relations subsisting with his Government.

Honourable Court's para. 10; application by the late Resident for persons to appear at the Residency.]

11. We beg to inform your Honourable Court, that the following reply, dated the 13th March last, was received from his Highness the Gaekwar to the letter from the Government, referred to in your Honourable Court's 10th paragraph:

"In reply to your letter, dated 29th January last, relative to certain persons required by the late Resident to give evidence at the Residency, not having been sent, I beg to state that it is not customary with either Government to forward witnesses when the demand for their attendance is considered irregular; nevertheless, in this instance, taking into consideration the existing friendship between the two Governments, the people were sent agreeably to the wishes of the Resident, and the Bombay Government were duly informed of the circumstance by the Durbar. Such being the case, this Sircar regrets having in this instance incurred the displeasure of the Bombay Government; nevertheless, if the Bombay Government will have the kindness minutely to scrutinise the various acts of the late Resident, it will be satisfied that the Durbar, bearing in mind the friendly feeling which has hitherto existed, invariably complied with the requests of that officer."

Honourable Court's para. 10; prosecution of investigation by present Resident.

12. We have forwarded a copy of the paragraph under acknowledgment, together with the substance of para. 9, to the Resident, Mr. Davies, with a request that he will inform us if there is any point on which, in his opinion, further inquiries can be instituted with any prospect of advantage; Mr. Davies' reply, and our further proceedings, shall be duly communicated to your Honourable Court.

No. 3,761 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

* *See* below.

WITH reference to the correspondence noted in the margin,* I am directed by the Right Honourable the Governor in Council to transmit to you an extract from a despatch from the Honourable the Court of Directors, dated the 23d June last, No. 19, and to request that you will report whether there is any point connected with the subject therein noticed, on which, in your opinion, further inquiries can be instituted with any prospect of advantage.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 28 August 1852.

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* From Lieut.-colonel Outram, dated 23d November 1851. Secret Department, reply to, dated 16th December, No. 444, of 1851. From Lieut.-colonel Outram, dated 2d December, No. 221 A, of 1851. From Lieut.-colonel Outram, dated 2d December, No. 221 B, of 1851. Reply to Mr. Davies, dated 29th January, No. 40, of 1852. From the Resident at Baroda, dated the 17th March, No. 70, of 1852.

Intrigues at Baroda and Bombay.

No. 758 of 1852.—Political Department.

From *John Marshall Davies*, Esq., Resident at Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. I HAVE the honour to acknowledge the receipt of your letter, No. 3761, of the 28th ultimo, with enclosure, requesting me to report whether there is any point connected with the subject therein noticed, meaning the revelations arising out of the intercepted correspondence of the banker, Nurbheyram Koobeir, on which, in my opinion, further inquiries can be instituted with any prospect of advantage.

2. Your letter omits noticing the marginal correspondence alluded to in its body,* but assuming that correspondence to be as herein indicated, I would respectfully beg to state that, having given the whole subject my most attentive consideration, I am of opinion that, looking to the period which has elapsed since the Nurbheyram papers were first brought to light, coupled with the evidently surreptitious manner of their production, to the absurdity of the means proposed of accomplishing the ostensible object, to the possibility, not to say probability, that Nurbheyram and his nephew Bhanabhaee or Bhooria may now disavow their former evidence, and lastly to the fact that the accused party, his Highness's minister, was not at the time put upon his defence, and that his complicity rests upon the sole and unsupported fact of his name being used by other parties, no prospect of advantage appears likely to follow a resuscitation of the question; but that, on the contrary, Government might seriously compromise its dignity in the event of the inquiry ending unsuccessfully.

3. With reference to the concluding part of the Honourable Court's letter, I beg to state that I conveyed the "khurreeta," which accompanied your letter of the 29th January last, personally to his Highness, and explained to him its purport. His Highness repeated that the presence of an inimical party (Baba Furkay) at the Residency was his only objection to sending the witnesses required by the Resident; and that, in deference to the Government's letter, such objection would not again be raised, as he was content to leave his honour with the Government. No further steps were taken at the time, consequent upon the receipt of your letter of the 29th January.

I have, &c.
(signed) *J. M. Davies*,
Resident.

Baroda Residency, 25 September 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*.

I CONCUR with Mr. Davies in the opinions he has expressed as to the inutility and inexpediency of our pursuing this matter further, and I would send copy of this letter to the Honourable Court, with reference to paras. 9 and 10 of their despatch of the 23d June last, No. 19, and the 12th and preceding paras. of our reply of the 28th August 1852, No. 76.

(signed) *Falkland.*
D. A. Blane.

20 December 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

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* Resident's letter in the Secret Department, of 23d November 1851.
Resident's letter in the Political Department, No. 221 A, of 2d December 1851.
Resident's letter in the Political Department, No. 221 B, of 2d December 1851.
Government's letter, Secret Department, No. 40, of 29th January 1852.

Intrigues at Baroda and Bombay.

Extract Bombay Political Consultation; December 1852.

No. 973.

From Lieutenant-Colonel *H. Hancock*, Adjutant-General of the Army, to Lieutenant-Colonel *P. M. Melvill*, Secretary to Government, Military Department, Bombay.

Sir,

In transmitting the accompanying letter from Captain M. M. Macdonald, of the 22d regiment Native Infantry, under date the 11th instant, with a medical certificate, I convey the recommendation of the Commander of the Forces to the Right Honourable the Governor in Council, that the unexpired portion of the leave to the Neilghirries, granted to that officer in G. G. O., No. 193 of the 2d April 1851, may be cancelled from the 11th instant, the date on which he appears to have returned within Presidency limits; and that with reference to article 33 of section XLVII. of Jameson's Code, he be permitted to resign the Honourable Company's service from the date of the G. G. O. sanctioning the resignation.

I have, &c.
(signed) *H. Hancock*, Lieut.-Colonel,
Adjutant-General of the Army.

Adjutant-General's Office, Bombay,
20 November 1852.

To the Adjutant-General of the Army, Bombay.

Sir,

I have the honour to request you will lay before his Excellency the Commander in Chief and Government, my request to be permitted to resign the service from this date. I beg to enclose a medical certificate, received from the medical officer who attended me on the Neelghirry Hills.

I have, &c.
(signed) *M. M. Macdonald*, Captain,
22d Regiment Native Infantry.

Rutnagherry, 11 November 1852.

I do hereby certify that Captain M. M. Macdonald, of the 22d Regiment Bombay Native Infantry, on whom I have been on medical attendance for a period of six months, has not yet, in my opinion, sufficiently recovered his health to admit of his returning to his duty; and I therefore recommend that he should be permitted either to remain here, or else to proceed to New South Wales, or, if practicable, to England.

(signed) *W. Johnson*, M. D., Assistant Surgeon,
M. O. Neelgheris.

Ootacamund, 5 October 1852.

Minute by the Right Honourable the Governor, concurred in by the Board.

The resignation may be accepted and notified, as recommended.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

26 November 1852.

No. 689 of 1852.—Military Department.

General Order.

The unexpired portion of the leave to the Neilghirries, granted to Captain M. M. Macdonald, of the 22d regiment Native Infantry, in G. G. O., No. 193, of the 2d April 1851, is cancelled from the 11th ultimo, and he is permitted to resign the Honourable Company's service, from this date.

By order, &c.
(signed) *P. M. Melvill*, Lieut.-Colonel,
Secretary to Government.

Bombay Castle, 4 December 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Intrigues at Baroda and Bombay.

Extract Bombay Political Consultation.

MEMORANDUM by the Chief Secretary to Government in the Political Department.

1. THE undersigned presents his compliments to the Political Agent at Jodhpoor, and requests that he will have the goodness to ascertain, if in his power, whether Mr. George Evans, an Indo-Briton, formerly employed as a clerk under this Government, is at present residing within the limits of the Political Agent's charge; and if so, at what place, and in what capacity?

(signed) *A. Malet*, Chief Secretary.

Bombay Castle,
26 August 1852.

Further MEMORANDUM by the Chief Secretary to Government in the Political Department.

THE undersigned begs to draw the attention of the Political Agent at Jodhpoor to his memorandum, dated the 26th August last, relative to a person named George Evans.

(signed) *A. Malet*, Chief Secretary.

Bombay Castle,
6 November 1852.

No. 357 of 1852.

From Lieutenant-Colonel Sir *R. Shakespeare*, Knight, Political Agent, Joudpoor, to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

IN reply to your notes of date the 26th of August and 6th ultimo, I have the honour to inform you that an European of the name of George Evans is in the Joudpoor territory. His occupation, prospects, and object in coming here can be best explained by sending you in original the papers which I have received from him.

2. I beg you will inform me whether there is anything against the man, or any objection to his remaining in the Maharaja's service. I need hardly say that all I have done in the matter is to ask whether the man is in this territory. He tells me that he was five years in the Secretary's office at Bombay; he left it the latter end of 1825. After that he was employed in the Residency at Baroda up to September 1838, and then transferred to Ahmedabad Collectorate; he then went to Bombay on two months' leave; after two months he resigned. Subsequently he came to Joudpoor, on the 1st of January 1851.

I have, &c.
(signed) *R. Shakespeare*,
Political Agent.

Joudpoor Agency Office, Camp Ahore,
10 December 1852.

Colonel *Shakespeare*, Political Agent, &c. &c., at Hawur.

Most respected Sir,

I LEFT Jodhpore on the 4th, in hopes of meeting you at Pallee; but not finding you there, I have come hither, with the intention of laying my unfortunate case before you, and I humbly trust I may prove an object deserving your kind and compassionate consideration. You, sir, have seen a great deal of the world, and have done much good for the unfortunate inhabitants of those parts of India wherever it has been your happy lot to preside as one of the representatives of your Government; and I shall therefore not despair of obtaining a share of your benevolent bounty.

After serving the British Government for a period of 19 years, I had, through the persuasion of some of my friends at Bombay, resigned my situation about 15 years ago, in hopes of bettering myself as a private individual; but having failed in all my undertakings, and at last

Intrigues at Baroda and Bombay.

last involved myself in debt, I, with the consent of my principal creditors, bent my course towards Jodhpore, where I had great hopes of obtaining a handsome situation under the present Rajah, and thus be enabled speedily to pay off my debts to the full satisfaction of my creditors (without having anything to do with the insolvent acts), and then return to Bombay.

I arrived at Jodhpoor on the 1st of January 1851, and ever since my arrival I have been receiving every possible hopes of success; and just about the time his Highness appeared willing to crown my expectations with his approbation, he received a message (I believe from the son of his Highness's vakeel in attendance on you), stating that your Honor had "received some very unfavourable account about me, or a 'European sahib,' who had been residing at Jodhpoor in disguise, or under concealment, and that you therefore wished to know who this 'European sahib' was, and what had brought him there."

I know nothing of his Highness's reply to the above message; but on the following morning of my interview with his Highness, which took place on the evening of the 27th ultimo, his Highness was again informed that your Honor had been greatly displeased with him for retaining me under his protection, and that as I was a man of the worst character, he should have nothing to do with me, &c. &c.

In fact, I was told by a confidential servant of his Highness that my character was represented to him by the messenger in the blackest colours, as if I had committed some atrocious deeds, and made my escape thither. These informations must have terrified his Highness; for without paying any regard to his own promises, as well as to the privations and losses I have been subjected to for these two years, by my detention at Jodhpoor, under the greatest possible assurances of support, &c. &c., his Highness desired his confidential servant, Oomjee Thakoor, to tell me, that under the circumstances stated above, he was obliged to give me my leave, allowing me at the same time 2,000 rupees for my expenses. According to the assurances that had been held out to me, I was in expectation of receiving above 300 rupees a month from the date of my arrival, besides what I had expended on my journey from Bombay. These two items, if justly paid, would have amounted to a large sum; but I prefer no claim to this. My object in mentioning the subject is this: that I am placed in a most critical situation on account of my creditors at Jodhpoor, who have allowed me to leave the place on condition of retaining my child, a boy of 12 years of age, under their custody, until my return; and I have not had the means of bringing this painful circumstance to the knowledge of his Highness the Rajah, as also to apply to him for the necessary assistance. As your Honor is also a father of a family, you must naturally know the nature of my present sufferings on account of my helpless boy, whom I have been compelled to leave behind in a strange country, under the care of some of my dependents, who have also been very troublesome for their arrears of pay for the last two years. I therefore most humbly solicit you will be graciously pleased to speak a few words to his Highness for my extrication from the power of my creditors, whom I am anxious to satisfy to the utmost of my ability. By complying with this earnest supplication, you will confer an everlasting obligation on me and my poor child, and the same shall ever be remembered by us with feelings of gratitude.

Had Colonel Stanley been alive, I would have been under no necessity of repairing to Jodhpoor; but I had the misfortune to lose him soon after his return from England. Had he only lived a few months longer, I might have been handsomely situated at Hyderabad, in the Deckan. I never knew that there was any prohibition to Christians being employed in the service of the Jodhpoor Rajah. One Mr. Joice, who died about three years ago, had been engaged by him in the English Correspondence Department; and I believe there are two or three other Christians still in his service. It was chiefly owing to my debts that I had consented to repair to Jodhpoor, for I have always been most anxious to extricate myself from this load of responsibility, though the debts had not been intentionally incurred; and soon after my arrival there, I made myself nearly sure of being able to pay them off, through the favours of his Highness, within two years' time, especially by the exposure of certain revenue systems, which would have brought him an additional revenue of a couple of lacs of rupees for the very first year, and nearly double that amount on the second year, &c. &c.; but certainly this arrangement could not be properly effected without the assistance and support of your agency. It would also prove of the greatest importance to thousands of his Highness's unfortunate and oppressive subjects, who would then not fail to pour down their prayers and blessings on both his Highness and yourself, or the British Government, for this unexpected change of situations. But now I should think no more about this arrangement, for all my hopes of furtherance at Joudhpoor appear blasted for ever, unless it may please the Almighty God to instil into your mind some rays of compassion for my forlorn situation, and thus be inclined to take me under your kind protection and support, and to treat me as one of your faithful dependents; but I fear such a happiness, such a blessing is not in store for me at present, for my relentless enemies, whom I have offended in no respect, appear determined to injure me to the utmost of their abilities. But as I must soon know your wish on the subject of this application, I will look upon it as the decree of Providence.

All those in the service of his Highness, and others at Jodhpoor who have heard of the sudden change in the aspect of my affairs, have been greatly astonished at it; and have uniformly expressed their opinion that some evil-disposed people, who could not bear to see me in the good graces of his Highness, had been the sole cause of my ruin and disgrace, and that your name had been improperly made use of for the achievement of their wicked designs. But, sir, you must be the best judge of this matter.

I am

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I am so far aware, that about 10 months ago, the carbaree of Syed Akbar Ali had sent a certain jemedar to Oomjee Thakoor, to inform him that I had come to Jodhpoor with evil designs against the interests of his Highness the Rajah, and that this secret had been revealed to him by a vakeel of mine, whom I had deputed to Ajmere, for the purpose of carrying my plans into execution, and therefore requested Oomjee Thakoor to bring this important subject to the special notice of his Highness; but Oomjee being a man of sense, immediately treated the case with open contempt, and declared it to be a downright falsehood, fabricated for the ruin of an innocent man. In this plot, another person, a friend of Syed Akbar Ali, was also deeply concerned. From this I have been led to suppose that as they had been baffled in their first attempt against me, they might have been the authors of the present one; but the truth is only best known to the Almighty God.

Having written this letter in the best way my distracted and embarrassed circumstances would admit of, I now beg leave to conclude it with a firm hope that your Honor will not be backward in assisting me to the utmost of your abilities, as also in delivering me and my poor boy from our perilous position, and thus enable us to return to Bombay as speedily as possible, for we should be exceedingly sorry to remain at Jodhpoor against your will and pleasure.

I am, &c.

Hawur, 9 December 1852. (signed) *G. Evans.*

Sir, being anxious to pay you my respects, I therefore respectfully beg you will be pleased to permit me to approach your presence.

" Mr. Evans,

" In compliance with the request contained in your letter just received, I have very great pleasure in furnishing you with this written testimony of the favourable opinion I entertain of your uniform good and steady conduct during the period you have been at the Residency, and you may rest assured that, by continuing in such a course, you will not fail to obtain the further support and protection of those under whom you have to serve. I have always felt a pleasure in promoting your interest, because you have always appeared to me to be anxious to perform your duty to Government in an upright and creditable manner, and it will always give me pleasure to hear of your welfare.

(signed) " *J. P. Willoughby,*
" Political Agent."

" Baroda Residency,
19 Oct. 1829."

I have received similar testimonials from three other gentlemen.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane.*

I SHALL be obliged by the Chief Secretary taking, in conjunction with the Honourable Company's solicitor, any steps that may seem most likely to establish the identity, or otherwise, of the handwriting in the accompanying letter, with that of the letter dated the 19th May 1845, addressed to J. P. Willoughby, Esq.

(signed) *Falkland.*
D. A. Blane:

21 December 1852.

From Mr. *G. Evans* to *A. Malet,* Esq., Chief Secretary to Government, &c. &c., Bombay.

Most respected Sir,

It is with the greatest deference I take the liberty of addressing you this, humbly trusting you will be pleased to act the part of a kind protector towards me. Hearing that Colonel Shakespeare had been making inquiries about me, I left Jodhpoor with the view of meeting him; and finding him at Ahore, 45 koss from that city, I speedily sent in an application, and soon after personally waited upon him, and answered such interrogations as were put to me.

From my application to this worthy gentleman, you will find the particulars connected with my unfortunate position, as well as the motives that had induced me to leave Bombay for that barren and unhealthy country.

I have been racking my brain in order to ascertain the cause that had led you to make inquiries after me, but as yet I have not been able to do so, and this,

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this has greatly increased my uneasiness; but whatever the case may be, I humbly implore it will not be anything of that nature as to involve me into greater troubles and difficulties. At present I have no other protector at Bombay but yourself. As to the Honourable J. P. Willoughby, who was well acquainted with my principles and services to Government, he has proceeded to England; I shall therefore continue to place my unbounded reliance on your generous disposition, and on the British Government, whom I have served for 19 years as honestly and faithfully as ever any man could have done, and God is my witness to this.

As the late Mr. J. Sutherland had resolved to remove me from the Residency, he had at last accomplished his wishes, but I must aver, not on just grounds; for he gave heed to misrepresentations which had been concocted by my enemies, who were chiefly the old dependants of Veneram Aditram, the notorious carbaree of the Gaekwar, without so much as calling upon me on any one instance for explanation in reply to them, or even bringing me to an open trial, in compliance with my repeated solicitations, which I was compelled to make when it had fairly come to my notice that this gentleman was particularly assiduous in obtaining informations against me. Though I had often affronted some of those who had been in the habit of carrying tales against me, yet I could not get any of them to come forward and manly accuse me with a fault any way injurious to my character as a public servant. Notwithstanding all this, Mr. Sutherland's suspicion against me appeared to have been of such a nature as to have induced him to believe that I was equally concerned with Brijlal, the late mootsuddee of the Residency, and others, in all their intrigues and evil doings; but, sir, you must be perfectly aware that I was the only one who was continually writing to the late Mr. J. Williams against the proceedings of this individual, and those of his confidential assistant, Dadoopunt, the Durbar carkoon. I had even written a few letters to Mr. Chief Secretary Willoughby about their improper conduct, and of their association with Veneram, &c. &c. Several of my letters to Mr. Williams were surreptitiously taken from his office, and their contents made known to Veneram Aditram and others: a circumstance which had proved most hurtful to my brother-in-law, Captain Dumar, who had been deprived of both his salary and establishment for several years; and it was only through the intervention of the late Governor, Sir J. R. Carnac, that these were partly restored to him in 1841, and wholly (as I have been told) about eight or nine months ago, on the payment of a nuzzerana to the present Gaekwar.

In fact, Mr. Sutherland knew little or nothing of the above circumstances, as also of my services to Government; for during the nine months I had been under his immediate control, he had only sent for me once, and that was on the third day of his arrival at the Residency, when he appeared desirous to see all the public servants on the establishment. This gentleman was further greatly displeased with me for my occasionally writing to the Honourable J. P. Willoughby, giving him all the information I could collect connected with Veneram, &c. &c.

It appears to me that Mr. Sutherland had no knowledge of the part I had taken in 1837, when called upon in the name of the Government to assist him in intercepting certain secret correspondence which had been carried on between Veneram and his friends at Baroda, when I had readily volunteered my services, even at the risk of my life, in the cause of Government; for you might still recollect that, in compliance with the request of Colonel Outram, I had even passed a writing, setting forth, among other things, that should any accident happen to me in the performance of my engagement, none of my relatives and friends were to prefer any claim on Government on that account, &c. &c. At the last consultation between yourself, Colonel Outram, and Mr. W. Courtney, it was decided by you, that as you had received no direct orders from Government for employing me on this delicate business, you could not therefore justly give your assent to the above measure, &c. &c., consequently the matter ended here; but still I continued to do what I possibly could, in a different way, to meet the wishes of Colonel Outram. In one instance I had expended 200 rupees for only obtaining a copy of a certain letter, which was translated by that gentleman, and submitted to Government.

I should think that these subjects in particular demand the serious consideration of my kind superiors and protectors. If I could have acted the part of a faithful and grateful servant from 1820 to the end of 1837, is it possible I should have acted otherwise at the commencement of 1838, in the time of the late

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late Mr. Sutherland, and to the entire ruin of both my character and my servitude of 19 years? At last, Mr. Sutherland thought proper to apply to Government for my transfer to the office of the Ahmedabad Collectorate, and this measure met its approbation. On my arrival there, I was informed that I could not expect to receive more than 125 rupees a month, which was the salary enjoyed by Mr. Henry Antone, who was nominated to my situation at Baroda for 150 rupees a month, besides other allowances. I was further informed by Mr. Jackson, the acting collector, that I could not be permanently posted to the vacant situation until I had first undergone an examination as to my qualifications, &c. &c. Being greatly mortified at hearing these things, and fearing that the result might at last prove injurious to my character, I therefore applied for two months leave to Bombay, which was readily granted, and on the expiration thereof I sent in my resignation, in hopes of bettering myself as a private individual. Sir, as the post is ready to be closed, I beg to conclude this humble address, with my dutiful respects to you.

I am, &c.

Ahore, 11 December 1852. (signed) *G. Evans.*

OPINION by the Honourable Company's Solicitor.

WITH respect to the minute of Lord Falkland and Mr. Blane, of 21st December instant, I have looked at the anonymous letter to Mr. Willoughby, received in 1845, purporting to contain an offer of a bribe of 10 lacs with reference to Baroda matters, and I have also looked at the two letters from Mr. Evans to Colonel Shakespeare and Mr. Malet, dated 9th and 11th December 1852.

There is a marked similarity in the handwriting; but proof of handwriting, by mere comparison by strangers to it, is especially liable to fallacy, and not to be depended on. The course is to obtain the opinion of some one acquainted with the individual's handwriting.

This might be done in this case, if thought desirable, and any one is known sufficiently acquainted with Mr. Evans.

Perhaps Colonel Shakespeare might be able to get this done, though I cannot judge if that course would be desirable, not being informed of the object of the inquiry, the minute being confined to the question of how to identify the handwriting.

Mr. Malet tells me that information came from Mr. Lumsden, who derived his information from Major De l'Hoste, who was informed by some native, whose name is not known to Mr. Lumsden, that Mr. Evans was the writer of the anonymous letter of 1845.

(signed) *W. Acland,*

27 December 1852. Honourable Company's Solicitor.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Bell.*

1. I SHOULD hesitate to pronounce the handwriting of the letters which bear the signature of G. Evans, identical with that of the anonymous letters which were received by Mr. Willoughby in 1845, and so wisely and promptly brought by that gentleman to the notice of the Government of the day. But independently of the handwriting, it appears to me that there is a marked similarity in the style of all the letters, and in the words and phrases used; and I have been much struck by two points of internal evidence which may, I think, be regarded as tantamount almost to proof that the person called Evans, described as now in the

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the service of the Raja of Jodhpoor, is the author of the anonymous letters addessed to Mr. Willoughby on the 9th and 19th May 1845, and placed upon our records during the administration of Sir George Arthur.

2. The first point I refer to is this, in the anonymous letters there is this passage, "16 years ago you gave me the best of characters;" and attached to Evans's letter to Sir R. Shakespeare, is found the copy of a certificate of character, purporting to be signed by Mr. Willoughby, and bearing date in 1829, or just 16 years antecedent to 1845. The certificate may be genuine or fictitious; but whether true or false, it is plain that Evans possesses the same documents that the writer of the anonymous letters professes to hold.

3. The second point of internal evidence which I wish to notice is, that in his letter to Mr. Malet, Evans deliberately declares he was in the habit of writing to Mr. Chief Secretary Willoughby from Baroda, and that Mr. Sutherland, the Resident, was greatly displeased with him "for occasionally writing to the Honourable J. P. Willoughby, giving him all the information he could collect," &c.

4. It is perhaps to be regretted that the name of the native who is said, in Mr. Acland's memorandum, to have informed Major De l'Hoste positively that Evans was the writer of the anonymous letters of 1845, is not known; and were Major De l'Hoste still in India, some further inquiry in that direction would have been imperatively required. By this means we might have arrived at certainty; but as it is, we can only arrive at the conclusion that there is scarcely a moral doubt of the identity of Evans with Mr. Willoughby's unnamed correspondent in 1845.

5. Such being the state of the case, we have now to consider what course it is proper for us to pursue. Are we to endeavour to bring Evans to justice for attempting to implicate the name and character of a high functionary of Government in illicit transactions with the Gaekwar? or are we to seek to obtain from the man all the information he most probably can give relative to intrigues in the Court of Baroda, which have recently been the subject of scandalous notoriety here and in England? To either of these courses there are, I conceive, serious objections.

6. In the first place, could any criminal charge be founded on these anonymous letters? It will be found, I think, on close examination, that their scope and intent amount to this and no more; viz., that the writer sought to induce Mr. Willoughby to entrust to him the conduct of certain illegal affairs going on in Mr. Willoughby's name, in preference to other agents whom he professes to know, and whom he denounces as unworthy of trust, and by their mode of procedure doing injury to Mr. Willoughby's character. The writer cannot be accused of exactly offering a bribe; he immediately speaks of bribes, which he assumes and asserts to have been offered, and implies that Mr. Willoughby had accepted. But I cannot perceive in any part of these letters ground for attaching to the author, even were we certain who he is, such criminality as would be recognised as tangible in a court of law. Should there be any doubt on this point, our Chief Secretary may confidentially consult our law officers, and lay their opinion before us; but if the point be clear, as I have viewed it, then I deem that it would be obviously vain, as well as improper, to adopt any measures for securing the person of Evans, and making him answer for his supposed misdeeds by judicial process. And if we seek by threats, or any other means, to induce the man to give up to us the information we suppose him to possess, we incur the risk of receiving from him statements untrustworthy, and incapable of proof or corroboration. Such statements, if tendered voluntarily, we might set aside as worthless, should we have reason to think them so; but it might be embarrassing to deal with them when made in answer to our own call.

7. I incline then to a middle course. I propose that Sir R. Shakespeare be addressed, and all the circumstances of the case made known to him; that a copy of the anonymous letters of 1845 be forwarded to him, and also a summary of the recent proceedings relative to Ragobha Maroba identical, it would seem, with the Ragobha Chippee of the letters. When apprised of our reasons for regarding

regarding Evans as Mr. Willoughby's anonymous correspondent, the Political Agent will readily perceive that we cannot look upon the man in any other light than as an intriguing character, undeserving of the countenance of the British Government, whose employment under a native Durbar seems peculiarly undesirable.

8. It is probable that Evans, on being thus denounced, may offer to exculpate himself by a denial, or an explanation of the suspicious circumstances alleged against him. Should he do so, Sir R. Shakespeare will understand that we are ready to receive any representations that may be so made, and to give them hereafter such consideration as they may be found to merit.

9. This, I conceive, is all that it is in our power to do at present with the clue which we have obtained. But our proceedings in full up to this point should be at once reported to the Honourable Court; and we may suggest, for the consideration of that authority, the propriety of Mr. Willoughby and Major De l'Hoste, who are now in England, being made acquainted therewith.

(signed) *Falkland.*
23 January 1853. *A. Bell.*

MINUTE by the Honourable Mr. *Blane.*

I AM fully convinced, both from the similarity of the handwriting and the other points of internal evidence noticed by the Right honourable President, of the identity of Mr. Evans with the writer of the anonymous letter to our late colleague, Mr. Willoughby, in 1845.

2. Unless, however, in the said anonymous letter there be something criminally cognisable, which though I concur in thinking there is not, I would ascertain from Mr. Acland and place on record, I should prefer simply intimating our conviction of the worthless character of Mr. Evans to Sir R. Shakespeare to entering into any exposition in Baroda matters with a person in his (Sir R. Shakespeare's) position.

3. In case of complaint on the part of Mr. Evans of such intimation affecting his character, Sir R. Shakespeare might inform him that he is at liberty to proceed to Bombay and justify himself.

4. I am at the same time prepared to defer to the views of the Right honourable the President on this point if adhered to.

(signed) *D. A. Blane.*
23 January 1853.

FINAL MINUTE by the Right Honourable the Governor, concurred in by the Board.

MY minute of the 23d instant may now be acted on.

(signed) *Falkland.*
28 January 1853. *D. A. Blane.*
A. Bell.

(Immediate.)

No. 506 of 1853.—Political Department.

MEMORANDUM by the Chief Secretary.

WITH reference to his memorandum, dated the 27th ultimo, the Honourable Company's solicitor is requested to state whether, if Mr. George Evans can be proved

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proved to be the author of the anonymous * letters therein referred to, legal proceedings could in consequence be adopted against him.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
4 February 1853.

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* Herewith sent.

No. 61 of 1853.—Political Department.

From the Honourable Company's Solicitor, Bombay, to the Secretary to Government.

Sir,

I have the honour to reply to your memorandum, No. 506, dated 4th February instant.

2. The anonymous letter of 19th May 1845, does not seem to me to convey a distinct offer of a bribe, so as to raise the question whether the circumstances would fall within the principle of the case adverted to in my letter to you of 5th February 1852, respecting Mr. Craig, in which it was held a misdemeanor to offer a bribe to a privy councillor to advise the Crown in a practicable way.

3. Whether Mr. Willoughby, if here, could or not proceed against the writer for a libel on account of any of the allegations in the letter, might be a question for consideration, but in his absence no proceedings occur to me which could be usefully adopted on the evidence of the letter.

4. At the time of its receipt, it might have suggested a clue to intrigues at work at the time, and some inquiry seems to have been instituted by the Government of the day; but I perceive a minute of Sir George Arthur's, concurred in by Mr. Crawford and Mr. Reid, to the effect that the information obtained was not such as that further inquiry could in his opinion be prosecuted with any prospect of benefit to the public service.

5. Were the writer known, and in the service of the Company, he might of course be dealt with by Government as a Government servant.

I am, &c.

7 February 1853.

(signed) *W. Acland*,
Honourable Company's Solicitor.

Minute by the Right Honourable the Governor, concurred in by the Board.

This is in accordance with the opinion expressed in para. 6 of my minute of 23d January, and should be recorded.

8 February 1853.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

No. 621 of 1853.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Lieutenant-Colonel Sir *Richmond Shakespeare*, Political Agent, Jodhpoor.

Sir,

Under dates the 9th and 19th May 1845, two anonymous letters, copies of which are herewith forwarded, were addressed to Mr. J. P. Willoughby, then Chief Secretary to this Government; these letters were on receipt laid before

Government by Mr. Willoughby, and endeavours, which were unsuccessful, were made to trace out their author.

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2. From information which lately reached Government, there appeared to be grounds for believing that the above letters were written by Mr. George Evans, who upwards of 20 years since was employed as a clerk at the Baroda Residency under Mr. Willoughby. The handwriting of the letter from Mr. Evans, forwarded with your communication to my address, dated the 10th ultimo, No. 357, and of one which that person has subsequently addressed to me, copy of which is enclosed, is extremely similar to that of the two anonymous letters above alluded to; and this and other corroborative circumstances scarcely leave any moral doubt of the identity of Evans as their author.

3. In the anonymous letter, dated the 9th May 1845, "Ragoba Purvoe, Chippee* by caste," is stated to be one of the persons implicated in the Baroda intrigues therein alluded to. This individual is believed by Government to be identical with a person named Ragoba Moroba, of the tailor caste, late a clerk in the office of the Military Paymaster at this Presidency, who has recently been dismissed from the service of Government, in consequence of his having been proved to have taken an active part for several years past in Baroda intrigues.

4. While employed at the Baroda Residency, Mr. Evans was ascertained to have been unfaithful to Government, in communicating official information to the Gaekwar Durbar, and he is therefore deemed ineligible for employment under this Government. Some years since he obtained employment under his Highness the Gaekwar, but on a requisition from this Government he was dismissed from his Highness's service.

5. This person is regarded by the Government of Bombay as an intriguing character, and undeserving of countenance, and the accompanying papers are forwarded to you that you may decide how far it may be expedient or proper that he should be employed under any native Durbar within the limits of your charge.

6. In making the above communication to you, I am desired to state that in the event of Mr. Evans being desirous of affording any explanation with reference to the suspicions which attached to him of his being the author of the anonymous letters to Mr. Willoughby, this Government will be ready to receive any representations he may make, and give them such consideration as they may appear to deserve.

I have, &c.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 11 February 1853.

(True extract.)

(signed) A. Malet,
Chief Secretary.

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* Tailor.

Removal of Lieut.-colonel Outram.

Removal of Lieutenant-Colonel Outram.

EXTRACT Political Letter from Bombay, dated 1 September (No. 80) 1852.

* 9 of Court's Despatch, 26th June (No. 20) 1852.

Para. 5. IN reply to this paragraph,* we beg to draw the attention of your Honourable Court to a minute recorded by our Right honourable President, dated the 17th ultimo, concurred in by the Board.

6. The proceedings of Sir George Arthur's Government in November 1844, in re-calling Lieutenant-colonel Outram from the special duty to which he had been deputed to Kolhapoor, and the entire approval of that measure by the Government of India, alluded to in the last paragraph of our Right honourable President's minute, were reported to your Honourable Court in the Political despatches from this Government, dated the 23d November, paras. 36 and 37; and the 2d December, para. 9; and 30th December, para. 28, Nos. 89, 97, and 98 of 1844.

EXTRACT Political Letter to Bombay, dated 26 June (No. 20) 1852.

9. BUT in communicating to you the impressions made on his mind, Lieutenant-colonel Outram ought to have expressed himself with the deference due from a subordinate officer to the Government which he serves. In this he failed. We are of opinion that the communications of Lieutenant-colonel Outram were not conveyed in terms consistent with that respect for the Government under which he was serving, which ought to be observed in all such representations; but we regret that you did not take an early opportunity of reprimanding him, and requiring him to withdraw or modify any objectionable expressions which rendered him justly liable to your censure.

EXTRACT Political Letter to Bombay, dated 26 January (No. 3) 1853.

Answer to Political letter, dated 1st September (No. 80) 1852, acknowledging receipt of Court's letter, No. 20 of 1852, respecting Lieutenant-colonel Outram's removal from office; and calling attention to former instances in which Lieutenant-colonel Outram had been allowed to withdraw documents written in an objectionable tone.	15. Needs no reply.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

THE only part of this despatch to which I should deem it necessary to trouble the Honourable Court with a specific reply is para. 9, in which they express regret that we did not take an early opportunity of reprimanding Lieutenant-colonel Outram, "and requiring him to withdraw or modify any objectionable expression which rendered him justly liable to your (our) censure."

2. In answer to this observation, I would request the attention of the Court to paras. 3 to 5 of the letter dated 31st October 1851,* which led to our removing Lieutenant-colonel Outram from his appointment, as also to paras. 1 to

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* Forwarded to the Honourable Court with Political despatch, dated 29th November 1851, No. 89.

Removal of Lieut.-colonel Outram.

to 7, section 4, part 2, and paras. 1 to 7, section 5, part 2, of his Report* on Khutput, from which it will be at once apparent, that in the month of April 1851, Colonel Outram was permitted to withdraw a paper, called "A Statement of Facts," relative to Nursoo Punt, containing matter offensive to Government; and that after having availed himself of the consideration voluntarily extended to him on that occasion, Lieutenant-colonel Outram deemed it not unbecoming, not only to allude directly to certain passages which he had been allowed to omit, but actually to quote portions of them, thus repeating and aggravating the disrespect and indecorum which he had previously exhibited.

3. I would likewise specially direct the attention of the Honourable Court to section 10* of Colonel Outram's Khutput Report, in which he quotes at length a most objectionable and disrespectful letter addressed by him to the Government of the day, in 1838, which on that occasion he was permitted to withdraw, and from which it will be perceived that the manner in which he interpreted the indulgence then accorded to him, was but too similar to the way in which he has availed himself of a like act of kindness on the part of this Government in April 1851.

Part I.

4. The proceedings of our predecessors in the Government relative to Lieutenant-colonel Outram's measures in the Mahee Kanta, disposed of by the Honourable Court's despatches of the 17th August 1838 and the 12th March 1840, as also the proceedings relative to the affairs of Kholapoor, disposed of by Sir George Arthur's minute of the 7th November 1844, and the letter from the Government of India of the 22d idem, will, I doubt not, be in the recollection of the Honourable Court.

(signed) *Falkland.*
D. A. Blane.
17 August 1852. *A. Bell.*

(True copy.)
(signed) A. Malet, Chief Secretary.

Case of Nursoo Luxmon.

Case of Nursoo Luxmon.

6 August (No. 74) 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable
East India Company, London.

Honourable Sirs,

1. In our political despatch, dated the 17th February last, No. 19 of 1852, we submitted to your Honourable Court our proceedings on the subject of certain charges of bribery and corruption which has been preferred by Lieutenant-colonel Outram, C.B., late Resident at Baroda, against Nursoo Luxmon, stated to have been committed by that individual during the period he held the appointment of native agent at the Baroda Residency. We, at the same time, stated that Nursoo Punt, having, by his conviction to the extent we considered established against him, been guilty of a betrayal of his official trust, we had issued orders for his removal from his situation of dufterdar to the Collector of Ahmedabad, at the same time informing that officer that Nursoo Luxmon will be considered ineligible for re-employment under Government. This decision has been confirmed in your Honourable Court's Political despatch to this Government, dated the 23d June last, No. 19.

2. We

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* Forwarded to the Honourable Court with Political despatch, date 22d May, No. 55 of 1852.

Case of Nursoo Luxmon.

2. We have now the honour to submit a memorial, in original, from Nursoo Luxmon to the address of your Honourable Court, dated the 18th ultimo, appealing against the above decision of Government; and soliciting that your Honourable Court will be pleased to suspend your judment on his conduct until after the receipt of a memorial he is now preparing, containing "A full statement of his case, drawn from the different written defences which he delivered to the Commissioner at Baroda, in answer to the several charges upon which he was tried."

We have, &c.
(signed) *D. A. Blane.*
A. Bell.

Bombay Castle, 6 August 1852.

EXTRACT Political Letter to Bombay, dated 31 December (No. 38) 1852.

Answer to Political letter, dated 6th August (74) 1852.
Memorial from Nursoo Luxmon, appealing against the decision of Government on his case, and praying Court to suspend their judgment until the receipt of a further memorial, which he is preparing.

30. Our opinion on the case of Nursoo Luxmon has been intimated to you in our Political Letter, dated 23d June (No. 19) 1852, paras. 11 to 19.

EXTRACT Political Letter from Bombay, dated 28 August (No. 76) 1852.

* No. 19, dated 23d June last.

13. YOUR Honourable Court were aware, when you addressed to us the despatch with which we have been favoured,* of the opinions we had severally expressed as to the degree in which Nursoo Luxmon was guilty on certain points, and as to the amount of suspicion which, in the absence of conclusive proof, rested on him in regard to others. Your Honourable Court was also aware that we had removed him from the revenue appointment to which he had been transferred from Baroda, and deprived him of the personal allowance of one hundred (100) rupees a month granted to him by Lord Clare's Government. He has also ceased to draw, from the date of his suspension, the honorary allowance of fifty (50) rupees a month granted to him for life by the same Government for the maintenance of a palanquin. A formal intimation that he is incapable of again serving the Honourable Company in any capacity will also, now that the proceedings have been disposed of, be issued to the several heads of departments.

14. Having inflicted the utmost punishment which we have considered called for, both by the offences proved, and the amount of suspicion resting on him with respect to the charges not proved, we must leave it to your authority to determine whether we are to interpret your present despatch as an order to resume the inam conferred on Nursoo Luxmon for three lives by your Honourable Court, under date 26th February 1840, as a reward for service he had rendered as "head of the native revenue service."

In Collection marked (A.).

15. Copies of the letters issued by Sir James Rivett Carnac's Government, in accordance with your despatch, dated 26th February, No. 1, of 1840, Revenue Department, are annexed, and we need not assure your Honourable Court that any instructions we may receive relative to the resumption of the inam will be promptly carried into effect. We would, however, suggest, if such be your intention, that simultaneously with the issue of your instructions to us, the Government of India may be desired to pass an Act authorising the resumption; as it is obviously undesirable that we should risk being brought into Court, and having to defend an infraction (unauthorsed, as our Legal Remembrancer advises* us, by the law in its existing state) of the terms of the grant made under special authority from your Honourable Court.

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* The Legal Remembrancer has received the memorandum of the Chief Secretary, No. 3735 of 1852, with a copy of the sunud granting the villages of Kapra and Nalate to Nursoo Luxmun.

The villages are granted in inam for past services. It is impossible for Government to resume them, unless the grantee has been convicted by a court of law of some crime, of which forfeiture of goods forms part of the punishment.

(signed) *W. Howard,*
Remembrancer for Legal Affairs.

Bombay, 26 August 1852.

Case of Nursoo Luxmon.

No. 100 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. With our political despatch, dated the 6th August last, No. 74 of 1852, we forwarded a memorial to the address of your Honourable Court from Nursoo Luxmon, late native agent at the Baroda Residency, appealing against our having, for the reasons reported in our previous despatch of the 17th February, No. 19 of 1852, dismissed him from Government employment, and soliciting that your Honourable Court would be pleased to suspend your judgment on his conduct until after the receipt of a memorial he was preparing, containing "a full statement of his case, drawn from the different written defences which he delivered to the Commissioner at Baroda, in answer to the several charges upon which he was tried."

2. We have now the honour to forward to your Honourable Court the memorial from Nursoo Luxmon above alluded to, dated the 31st August last, with accompanying Appendices, marked (A.) to (H.)

3. This memorial contains no facts which have not previously been submitted to your Honourable Court, being principally a review by Nursoo Luxmon of the nature of the evidence adduced on his trial, before Mr. W. E. Frere, Special Commissioner, with arguments founded thereon.

4. We therefore deem it unnecessary to comment upon this memorial, and beg to state that we see no grounds for a reconsideration of the decision against which the memorialist therein appeals.

We have, &c.
(signed) *D. A. Blane.*
A. Bell.

Bombay Castle, 16 October 1852.

Extract Political Letter to Bombay, dated 26 January (No. 3) 1853.

Letter from, dated 28th August (No. 76) 1852 (13 to 15, and letter dated 16th October (No. 100, 1852). Case of Nursoo Luxmon.

8. Since it appears that there are legal difficulties in the way of resuming the enam formerly conferred on Nursoo Luxmun, we prefer to leave it in the possession of that individual, however unworthy, rather than to adopt the alternative alluded to by you of an application to the Legislature of India.

9. You will inform Nursoo Luxmun, in answer to his memorial, that we cannot consent to re-open his case.

No. 10 of 1853.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. With our political despatches, dated the 6th August and 16th October last, Nos. 74 and 100 of 1852, we forwarded two memorials to the address of your Honourable Court from Nursoo Luxmon, late native agent at the Baroda Residency. We now beg to forward a further memorial from this individual, dated the 21st ultimo, soliciting a re-investigation of his case.

Case of Nursoo Luxmon.

2. In forwarding this memorial, we beg to state that we see no grounds for complying with the application therein preferred.

We have, &c.
(signed) *Falkland.*
Frederick Fitzclarence.
D. A. Blane.
A. Bell.

Bombay Castle, 13 January 1853.

Extract Political Letter to Bombay, dated 24 May (No. 28) 1853.

Answer to Political letter, dated 13th January (No. 10) 1853. Further memorial from Nursoo Luxmon, requesting a reconsideration of his case.

23. You will inform the memorialist that the decision passed on his case, after a full and impartial investigation, is final.

Extract Bombay Political Consultation, August 1852.

From *Nursoo Luxmon*, late Dufturdar of Ashmedabad, to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

WITH reference to your letter No. 992 of the 9th of March last, conveying to me the decision of the Right honourable the Governor in Council on my three several petitions, dated respectively the 10th and 24th February, and 5th March, I now beg respectfully to state, that I am desirous of appealing to the Honourable the Court of Directors against the Government order of the 20th of January last, directing my dismissal from the public service.

I am accordingly, having prepared a memorial to the address of the Honourable Court, but having heard that the whole of the proceedings in my case have been transmitted to England, I am apprehensive that the same may be reviewed before my representation can reach the Honourable Court, to whom I have therefore addressed the accompanying memorial, and I humbly request the Right honourable the Governor in Council may direct that it shall be forwarded to its destination with the next overland mail, which I believe will be despatched on the 24th instant.

I am, &c.
(signed) *Nursoo Luxmon,*
Late Dufturdar of Ahmedabad.

Bombay, 18 July 1852.

To the Honourable the Court of Directors for the Affairs of the East India Company, London.

The humble Memorial of *Nursoo Luxoomun*, late Dufturdar of Ahmedabad,

Showeth,

THAT your memorialist has faithfully and zealously served your Honourable Company's Bombay Government for a period of nearly 33 years in the Revenue and Political Departments respectively.

2. That while performing the duties of the different situations of trust and responsibility held by him at various times, your memorialist always exerted himself to the utmost for the benefit of the state, and that his conduct was such as to merit the approbation of his superiors, from whom he received the highest written testimonials.

3. That about a year ago Colonel Outram, the late Resident at Baroda, complained of him to the Government, and framed certain charges against your memorialist, who was suspended from his appointment of dufturdur at Ahmedabad, and ordered to proceed to Baroda to be tried there before a European Commissioner appointed by the Government.

4. That

Case of Nursoo Luxmon.

4. That although your memorialist represented the many difficulties and untoward circumstances which existed in his case, and that rendered him unable to prove his innocence of the offences imputed to him, or to expect a fair trial at Baroda, where the influence of his prosecutor and certain parties who were inimical to your memorialist was predominant, yet, notwithstanding his remonstrances, the Government allowed the Commissioner's inquiry to proceed, and on the 20th of January 1852 ordered, that your memorialist should be dismissed from the public service on the alleged ground that your memorialist had failed to represent discrepancies in certain accounts which Colonel Outram had required him to examine.

5. That your memorialist has petitioned the Government and requested to be furnished with a statement of the reasons, or of the evidence on which they have condemned him, but his application has proved unsuccessful, and your memorialist is desirous of appealing to your Honourable Court; but being ignorant, as above stated, of the grounds on which the Government have arrived at their decision, he is unable to make any representation on that subject.

6. Your memorialist has therefore no alternative but that of laying before your Honourable Court a memorial to contain a full statement of his case, drawn from the different written defences which he delivered to the Commissioner at Baroda in answer to the several charges upon which he was tried, and which memorial he is now having prepared, and intends shortly to submit to the Government here for transmission to your Honourable Court. But as your memorialist has recently heard that the whole of the proceedings in the case of your memorialist have been forwarded to your Honourable Court, he is most anxious that, before your final decision on the subject is passed, your Honourable Court may be pleased to bestow your best consideration and attention on the statements and remarks which he is preparing to lay before your Honourable Court.

7. Accordingly your memorialist is induced to address this brief representation to your Honourable Court, and humbly to beg that until the receipt of your memorialists memorial, above alluded to as under preparation, you may be pleased to suspend your judgment on his conduct.

And your memorialist, as in duty bound, shall ever pray.

Bombay, 18 July 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

NURSOO LUXMON'S memorial may be sent to the Honourable the Court of Directors in due course, with a reference to the proceedings in his case before the Commission, and the resolution of Government thereon, and the Honourable Court's reply, dated 23d June, No. 19 of 1852, should be referred to.

(signed) *Falkland.*
27 July 1852. *D. A. Blane.*
A. Bell.

No. 3429 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *Nursoo Luxmon*, Bombay.

I AM directed to acknowledge the receipt of your letter, dated the 18th ultimo, and to inform you that the memorial to the address of the Honourable the Court of Directors, therewith forwarded, will be transmitted to that authority by the present overland mail, *viâ* Madras.

By order, &c.

Bombay Castle, (signed) *A. Malet,*
5 August 1852. Chief Secretary.

(True extract.)
(signed) A. Malet, Chief Secretary.

Case of Nursoo Luxmon.

No. 3762 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

1. WITH reference to my letter, dated the 20th January last, No. 291, I am directed by the Right honourable the Governor in Council to transmit for your information, an extract, paras. 11 to 19, from a despatch from the Honourable the Court of Directors, dated the 23d June last, No. 19, relative to Nursoo Luxmon, late native agent to the Resident at Baroda.

2. A further reference has been made to the Honourable Court on the subject of the two enam villages granted to Nursoo Luxmon in the year 1841, and the result will hereafter be communicated to you.

3. A copy of my letter of this date to the Civil Auditor, No. 3768, is annexed for your information.

I have, &c.

Bombay Castle,
28 August 1852.

(signed) *A. Malet*,
Chief Secretary.

Extract Bombay Political Consultation, 3 June 1840.

EXTRACT of a Letter from the Honourable the Court of Directors (No. 1.), dated the 26th February 1840.

Proposed grant of an Enam to Nursoo Luxumon, dufterdar in the Revenue Commissioner's office, as a reward for his valuable services.

Para. 89. WE have already stated to you our general views with regard to the grant of land in enam to meritorious public servants. In consideration, however, of the very favourable testimony borne by Mr. Williamson to the merits of this individual, and of your strong recommendation in his behalf, and also with advertence to his position as head of the Native Revenue Service, we authorise you to confer on him an enam of the annual value of 1,200 rupees for three lives. But great care must be taken to secure to all parties holding hereditary interests in the village which may be assigned to Nursoo Luxemon and his two successors, the full enjoyment of their respective rights.

No. 1776 of 1840.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to the Revenue Commissioner.

Sir,

WITH reference to my letter (No. 4500), dated the 13th December 1838, I am directed by the Honourable the Governor in Council to transmit for your information the accompanying extract, para. 89, from a letter from the Honourable the Court of Directors, dated the 26th February last (No. 1), sanctioning the grant to your dufterdar, Nursoo Luxumunjee, of an enam, of the value of 1,200 rupees per annum for three lives.

2. You are requested to call upon Nursoo Luxumunjee to select the villages or lands to be assigned to him.

I have, &c.

Bombay Castle,
30 May 1840.

(signed) *L. R Reid*,
Chief Secretary.

Case of Nursoo Luxmon.

No. 627 of 1841.—Territorial Department.—Revenue.

From *John Vibart,* Esq., Revenue Commissioner, Tannah, to *L. R. Reid,* Esq., Chief Secretary to Government, Bombay.

Sir,

I do myself the honour to acknowledge the receipt of your letter, dated 30th May last (No. 1776), intimating that the Honourable the Court of Directors had sanctioned the grant to my dufterdar, Nursoo Luxumunjee, of an enam, of the value of 1,200 rupees per annum for three lives, and directing me to call upon him to select the villages he might wish to be assigned him.

2. I beg now to state that Nursoo Luxumun has selected two villages in the Duskrohee purgunnah of the Ahmedabad zilla, Nalole and Ropra, the net revenues of which amount, on a five years' average, to *Rs.* 1,207. 6. 9.

3. I beg to forward, for the information of Government, an original letter from the Collector of Ahmedabad, together with certain statements exhibiting the returns from these villages for a period of 10 years, which average as follows:

Nalole—Net revenue, Company's rupees - -	*974	-	3
Ropra—Ditto - - - - - ditto - - -	†287	1	10
	1,261	2	1

4. The Collector is, however, of opinion that the value of the village should be assumed at the amount of revenue derived for the last year, which is estimated, for Nalole alone, at 1,598 rupees gross, *vide* statement which accompanies his letter, dated 20th ultimo (No. 44), and he proposes that the excess should be levied from the grantee in the shape of sulamee, during the period he holds the village. His reason for recommending this measure is, that he sees no reason to suppose that any decrease will take place in the ordinary cultivation hereafter, but on what ground this opinion is based is not very apparent; it is most certainly not borne out by the last 10 years' returns, which have varied most most materially, the revenues having during that period fluctuated from *Rs.* 1,783. 13. 5., the highest, to *Rs.* 627. 1. 34., the lowest.

	Rs.	*a.*	*p.*
Nalole:			
Government revenue -	933	-	6
Beed lands - - -	134	-	-
	1,067	-	6
Deduct revenue on lands belonging to Bhauts, &c., not collected by Government - -	30	15	9
	1,036	-	9
Deduct average exchange of nine years on Sicca rupees - - -	62	-	6
* *Co.'s Rs.*	974	-	3
Ropra:			
Government revenue -	308	1	8
Deduct average exchange of 10 years on Sicca rupees - - -	20	15	10
† *Co.'s Rs.*	287	1	10

5. The Collector also states, that there is a tract of highly improvable waste, of 992. 11. 8. beegas, which might be turned to most profitable account in the hands of a private individual. I apprehend, however, there must be some mistake here, as in the statement 509. 14. 12. beegas are entered as beer land, the rent of which, 134 rupees, is included in the revenue of the village; of this land only 50 or 60 beegas are considered fit for cultivation.

6. Under the circumstances stated by the Collector, I should wish to be informed on what principle the value of the enam is to be calculated; that is, whether an average, for a certain number of years, of the revenue of the village is to be taken, or only the present amount as proposed by the Collector.

7. I would beg respectfully to state, that in my opinion, an average of the net returns of the two villages selected by the dufturdar should be taken for a period of 10 years; and whatever excess may appear under this calculation, over the sum granted by the Honourable Court, should be annually received from the grantee in the shape of sulamee.

8. If

Case of Nursoo Luxmon.

8. If I mistake not, it has been hitherto the custom, in making grants of the nature now under consideration, to assume the value of the village given according to the receipts of a certain number of years, and not according to a single year's produce, as proposed by the Collector.

I have, &c.
(signed) *John Vibart*,
Revenue Commissioner.

Camp, Mahabuleshwur, R. C. O.
8 May 1841.

No. 6 of 1841.—Territorial Department.—Revenue.

To *John Vibart*, Esq., Revenue Commissioner, Tannah.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 25th August last, on the subject of a grant of land by the Honourable Court to Nursoo Luxumon, and to report that his agent at Ahmedabad has only pointed out to me, since the 15th December last, the villages of Nalole and Ropra, in the Duskrohi purgunnah, as those which he is desirous of obtaining on this account. The present rental, however, of Nalole alone, considerably exceeds the sum specified in the Court's despatch, viz. 1,200 rupees per annum, to which Nursoo Luxumon is entitled; besides that, there is about 992. 19. 8. beegas of highly improvable waste belonging to it, including some kaurda rice land, which in the possession of a private individual, might be made, in a few years, to yield a sum equal to the present rental of the village.

2. The following statement shows the extent of the cultivated lands, and amount of assessment for the present year, ascertained from actual survey by Mr. Jordan.

Beegas.	*w.*	*v.w.*		Amount. *Rs.*	*a.*	*p.*
585	6	13	Beegas, cultivated with monsoon crops, bearing an assessment of - - - - - - - -	1,048	9	-
37	9	13	Ditto "Saukhe" rubee crops, paying a share of the produce estimated at four maunds per beega, the value of which in money, at 1½ maund per rupee is -	73	12	-
81	9	9	Ditto - ditto, rice lands, paying a share of the produce, actually sold this year for - - - -	299	15	5
*434	6	0	Ditto alienated lands, which pays this year sullamee of	120	6	-
			A rent is also obtained for a Government beer of grass from the Guzerat Irregular Horse, of - - -	134	-	-
			Ditto - ditto, by a share of the produce of 8 *b.* 13 *w.* of lands which were cultivated with monsoon crops, and afterwards rubbee, termed Khureef Oopur Rubbee - - - - - - - - - - -	22	8	-
			Ditto, by sale of the produce of fruit trees - - -	5	-	-
			Making a Total Assessment of the Village at - - *Rs.*	1,704	2	5

3. In

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* Should the whole of this land be cultivated, it would pay *Rs.* 159. 2. per annum, as follows:

				Rs.	*a.*	*p.*
53	11	12	Beegas, at a fixed sulamee, whether cultivated or waste - - - -	34	8	-
148	0	12	Ditto, of cultivated, at rates varying from four annas to four rupees per beega as sulamee, rupees - . - - - - - - - - -	124	10	-
286	4	8	Ditto, free of assessment			
* Torn out. *4	6	0	*Rs.*	159	2	-

Case of Nursoo Luxmon.

3. In consequence of the failure of the early monsoon this year, it is also proper to state that the produce of the rice crop has been exceedingly scanty, and the rent derived by the sale of the Government share of the produce proportionally low; thus reducing the rental of the village for the present season below the amount which might be expected to be realized on an average of seasons; an inference which may also be drawn from the circumstance of land of the same quality, in neighbouring villages, paying from five to eight rupees per beega per annum, while the assessment in Nalole this year, as above stated, does not average 3½ per beega. In the ordinary cultivation of the village I have no reason to suppose that any decrease should take place; but as an offsett to occasional lapses from the uncertainty of the seasons, the waste lands may be made over to the grantee, who should then be required to pay the difference between the present gross rental and the sum sanctioned by the Court, as a fixed sulamee during the period he holds the village. The Gam khurch and Ezafirt khurch, as enumerated in the margin, being defrayed from that amount, and paid to the parties entitled to it, by the mamlutder of the purgunnah.

	Rs.	*a.*	*p.*
Gam Khurch, viz.,			
Durmada - - - -	16	1	1
Mul Veera - - -	15	5	10
Mookhee - - - -	18	9	11
Kothlee Sauth - - -	16	12	2
	66	13	-
Ezafut Khurah:			
Dessaee - - - -	1	13	10
Muzmoodar - - -	4	10	6
Umeen - - - -	9	5	-
Geeras - - - -	13	-	7
	28	13	11
Total - - *Rs.*	95	10	11

4. The sayer revenue of Nalole, which at present is only five rupees, is not included in the estimate,* as that would be realized separately by the mamlutdar of the district from the parties liable to pay it.

5. As directed by you, in your letter of the 7th instant, I beg to annex a statement of the annual revenue of the village for the last 10 years.

6. With regard to the manner in which the value of villages, granted in enam by our Government in this zillah has been calculated, I am only aware of one instance in which a village has been granted in enam to a private individual; this was Sarabhoy, late dufterdar at Baroda, to whose son the village of Neekole was given in enam, in Sumvut 1889 (A. D. 1830-31), under the special orders of Government, without reference to this department, as appears by the letter of the Secretary, dated 9th April and 18th November 1830, copies of which are herewith transmitted.

7. A statement of the annual revenue of Ropra, for 10 years, I likewise annex for your information.

I have, &c.

(signed) *R. K. Arbuthnot,*
Collector.

Ahmedabad Collector's Office,
Camp Butwa, 28 January 1841.

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* It has been included in the statement of 10 years.—(signed) *R. O.*

AVERAGE STATEMENT of Ten Years' Produce of the Village of Nalole, of the Duskrohie

No.	YEARS.	SIRKAREE.				BARKULLY.			
		Cultivated Land.	Purtur Land.	TOTAL Beegas.	TOTAL Rupees.	Cultivated Land.	Purtur Land.	TOTAL Beegas.	TOTAL Rupees.
		Beegas.	*Beegas.*	*Beegas.*	*Rs. a. p.*	*Beegas.*	*Beegas.*	*Beegas.*	*Rs. a. p.*
1	Sumvut 1887 - -	926 11 13	934 4 1	1,860 15 14	1,766 5 5	234 11 10	34 5 6	268 16 16	17 8 -
2	Sumvut 1888 - -	797 2 4	951 17 5	1,748 19 9	1,511 3 5	269 5 10	111 7 11	380 13 1	25 4 -
3	Sumvut 1889 - -	551 17 0	1,197 2 9	1,748 19 9	1,020 9 1	285 1 15	95 11 6	380 13 1	113 14 -
4	Sumvut 1890 - -	316 18 10	1,375 7 3	1,692 8 13	564 9 4	241 8 3	195 15 14	437 3 17	63 4 -
5	Sumvut 1891 - -	407 3 15	1,286 8 18	1,693 12 13	1,300 2 7	337 7 12	99 16 5	437 3 17	132 14 -
6	Sumvut 1892 - -	405 11 12	1,287 12 1	1,693 3 13	687 4 6	303 12 17	133 11 -	437 3 17	74 - -
7	Sumvut 1893 - -	462 9 5	1,228 9 12	1,690 18 17	931 2 8	332 14 19	106 13 14	439 8 13	126 2 -
8	Sumvut 1894 - -	473 9 0	1,224 3 1	1,697 12 1	1,144 - 9	309 13 6	123 2 3	432 15 9	118 7 6
9	Sumvut 1895 - -	422 3 14	1,263 8 7	1,685 12 1	785 4 1	287 1 14	157 13 15	444 15 9	62 14 -
10	Sumvut 1896 - -	677 3 12	1,018 17 15	1,696 1 7	1,403 6 5	321 15 16	112 10 7	434 6 3	119 9 7
	TOTAL - - -	5,440 10 5	11,767 13 12	17,208 3 17	11,114 - 3	2,922 13 2	1,170 7 1	4,093 0 3	853 13 1

On account of Kurraba land - - - - - - - - - - - - - - -	108 3 -
Total Rukbah - - - - - - - - - - - - - - - -	2,238 10 10

Beer Lands.

No. 136. Kearravallo - - - - - - - - - - - - - - - -	137 5 17
No. 246. Karee Beervallee - - - - - - - - - - - - - - -	94 8 4
No. 145. Kearravallo - - - - - - - - - - - - - - - -	237 7 11
No. 201. Kareea varee valloo - - - - - - - - - - - - -	40 15 -
	509 14 12

From the above land about 50 or 60 Beegas are arable.

AVERAGE STATEMENT of Ten Years' Produce of the Village of Ropra, of

No.	YEARS.	SIRKAREE.				BARKULLY.			
		Cultivated Land.	Purtur Land.	TOTAL Beegas.	TOTAL Rupees.	Cultivated Land.	Purtur Land.	TOTAL Beegas.	TOTAL Rupees.
		Beegas.	*Beegas.*	*Beegas.*	*Rs. a. p.*	*Beegas.*	*Beegas.*	*Beegas.*	*Rs. a. p.*
1	Sumvut 1887 - -	309 10 0	52 12 10	362 2 10	438 5 6	8 10 0	7 10 0	16 0 0	- - -
2	Sumvut 1888 - -	303 0 0	52 2 10	355 2 10	454 14 -	15 10 -	7 10 0	23 0 0	- - -
3	Sumvut 1889 - -	284 15 0	70 7 10	355 2 10	386 2 -	10 0 0	13 0 0	23 0 0	- - -
4	Sumvut 1890 - -	239 10 0	119 7 10	358 17 10	276 - -	10 0 0	13 0 0	23 0 0	- - -
5	Sumvut 1891 - -	252 17 0	106 0 10	358 17 10	401 4 -	21 0 0	2 0 0	23 0 0	- - -
6	Sumvut 1892 - -	214 12 0	144 5 10	358 17 10	319 8 5	21 0 0	2 0 0	23 0 0	- - -
7	Sumvut 1893 - -	265 15 10	93 2 0	358 17 10	408 12 -	23 0 0	- - -	23 0 0	- - -
8	Sumvut 1894 - -	253 17 10	105 0 0	358 17 10	405 15 10	23 0 0	- - -	23 0 0	- - -
9	Sumvut 1895 - -	243 12 0	115 5 10	358 17 10	365 1 8	23 0 0	- - -	23 0 0	- - -
10	Sumvut 1896 - -	247 4 0	111 13 10	358 17 10	371 11 9	17 0 0	6 0 0	23 0 0	- - -
	TOTAL - - -	2,614 13 0	969 17 0	3,584 10 0	3,827 11 2	172 0 0	51 0 0	223 0 0	- - -

	Rs. a. p.
Average Government revenue - - - - - - - - - - - -	308 1 8
Tullatee's Pay for 1896 - - - - - - - - - - - - -	14 9 4
On account of paper, &c. - - - - - - - - - - - - -	2 5 3
TOTAL - - - *Rs.*	325 - 3

Purgunnah, Tabeh Ahmedabad (Guicowar's Subsidy), Ahmedabad Collectorate.

TOTAL.				Government Revenue.	Izafed Khurch.	Gam Khurch.	Remission.	Profit to Izardar.	REMARKS.
Cultivated Land.	Partur Land.	TOTAL *Beegas.*	TOTAL Rupees.						
Beegas.	*Beegas.*	*Beegas.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
1,161 3 3	968 9 7	2,129 12 10	1,783 13 5	1,260 – 7	82 14 6	60 4 –	89 15 11	290 10 5	Sicca Rs.
1,066 7 14	1,063 4 16	2,129 12 10	1,536 7 5	1,278 9 6	82 12 6	95 12 –	79 5 5	- - -	Ditto.
836 18 15	1,292 13 15	2,129 12 10	1,134 7 1	755 13 11	56 4 7	143 12 –	178 8 7	- - -	Ditto.
558 6 13	1,571 5 17	2,129 12 10	627 13 4	403 2 4	51 2 6	92 4 –	81 4 6	- - -	Ditto.
744 11 7	1,386 5 3	2,130 16 10	1,433 – 7	1,238 11 5	78 5 5	92 4 –	23 11 9	- - -	Ditto.
709 4 9	1,421 3 1	2,130 7 10	761 4 6	614 12 10	54 3 8	92 4 –	- - -	- - -	Ditto.
795 4 4	1,335 3 6	2,130 7 10	1,057 4 8	881 13 10	83 2 10	92 4 –	- - -	- - -	Ditto.
783 2 6	1,347 5 4	2,130 7 10	1,262 8 3	1,059 8 9	102 – 7	92 4 –	8 10 11	- - -	Ditto.
709 5 8	1,421 2 2	2,130 7 10	848 2 1	579 15 5	103 – –	92 4 –	72 14 8	- - -	Ditto.
998 19 8	1,131 8 2	2,130 7 7	1,523 – –	1,257 12 6	100 13 –	85 14 4	2 3 5	- - -	Co's. Rs.
8,363 3 7	12,938 0 13	23,301 4 0	11,967 13 4	9,330 5 1	794 11 7	939 2 4	536 11 2	290 10 5	

* Average of 10 years :

		Rs. a. p.
Government revenue		933 – 6
Beer lands		134 – –
Tullatee's Pay, 1896	72 – –	79 14 6
On account of paper, 1896	7 14 6	
Havildar's Pay, 1896		11 2 9
TOTAL - - - *Rs.*		1,158 1 9

(signed) *R. K. Arbuthnot*, Collector.

the Duskrohie Purgunnah, Tabeh Jeytulpoor, Ahmedabad Collectorate.

TOTAL.				Government Revenue.	Izafut Khurch.	Gam Khurch.	Remission.	Profit to the Izardar.	REMARKS.
Cultivated Land.	Purtur Land.	TOTAL Beegas.	TOTAL Rupees.						
Beegas.	*Beegas.*	*Beegas.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
318 0 0	60 2 10	378 2 10	438 5 6	305 1 2	19 14 10	23 8 10	- - -	89 13 6	
318 10 0	59 12 10	378 2 10	454 14 –	317 – 8	22 15 4	33 8 –	- - -	81 6 –	
294 15 0	83 7 10	378 2 10	386 2 –	329 11 5	22 14 7	33 8 –	—	—	
249 10 0	132 7 10	381 17 10	276 – –	222 7 5	20 – 7	33 8 –	—	—	
235 12 0	146 5 10	381 17 10	401 4 –	345 13 11	21 14 1	33 8 –	—	—	
235 12 0	146 5 10	381 17 10	319 8 5	267 14 5	18 2 –	33 8 –	—	—	
288 15 10	93 2 0	381 17 10	408 12 –	350 1 5	23 10 7	33 8 –	1 8 –	—	
276 17 10	105 0 0	381 17 10	405 15 10	333 6 1	25 9 9	33 8 –	13 8 –	—	
266 12 0	115 5 10	381 17 10	365 1 8	295 15 –	23 12 8	33 8 –	11 14 –	—	
264 4 0	117 13 10	381 17 10	371 11 9	313 9 3	24 10 6	33 8 –	—	—	
2,786 13 0	1,020 17 0	3,807 10 0	3,827 11 2	3,081 – 9	223 8 11	325 – –	26 14 –	171 3 6	

(signed) *R. K. Arbuthnot*, Collector.

Case of Nursoo Luxmon.

No. 2188 of 1830.—Territorial Department.—Revenue.

To *John Vibart*, Esq., Principal Collector, Ahmedabad.

Sir,

I AM instructed by the Honourable the Governor in Council to authorise you, in communication with the Resident at Baroda, to assign in enam, land to Sorabhoy, the moonshee at that Residency, the produce of which will give that individual an income of (3,000) three thousand rupees per annum.

2. I am also directed to add, that Sarabhoy's heirs are to pay a nuzzerana on succession, the amount of which is to be fixed according to the principle laid down in the accompanying scale.

I have, &c.

(signed) *Thomas Williamson*,
Secretary to Government.

Bombay Castle, 9 August 1830.

SCHEDULE of NUZERANA to be Levied in Succession to, and Alienation of, States and Affairs.

DESCRIPTION of STATES or OFFICE.	NUZERANA TO BE LEVIED					
	On Direct Succession.	On Collateral Succession.	On Adoption by Incumbents.	On Adoption by Widows of Incumbents, subsequently to their Husbands' Decease.	On Division of the Estates or Office.	On Alienation by Sale.
Sonusthan - - - -	75 p'cent. on the annual value.	100 p'cent. on the annual value.	150 p'cent. on the annual value.	200 p'cent. on the annual value.	100 p'cent. on the annual value.	
Jageer - - - - -	50 per cent., do.	75 per cent., do.	100 per cent., do.	125 per cent., do.	100 per cent., do.	
Enam - - - - -	- - -	- - -	- - -	- - -	- - -	100 per cent. on the annual value.
Daishmook Daishpandio Patell and Koolkurnee - - -	- -	50 p'cent. on the annual value.	100 p'cent. on the annual value.	125 p'cent. on the annual value.	50 p'cent. on the annual value.	
Daishmook Daishpandoo Patell and Koolkurnee - - -	- -	- - -	- - -	- - -	- - -	100 per cent. on the annual value.
Cazee Paytia Mahajun, and generally all district and village officers endowed with enams or hucks, but not including the wuttuns of balootedars of villages - - -	-	50 p'cent. on the annual value.	100 p'cent. on the annual value.	125 p'cent. on the annual value.	50 p'cent. on the annual value.	100 per cent. on the annual value.

(signed) *Thomas Williamson*,
Secretary to Government.

Case of Nursoo Luxmon.

No. 3057 of 1830.—Territorial Department.—Revenue.

To *John Vibart*, Esq., Principal Collector, Ahmedabad.

Sir,

ADVERTING to my letter, dated the 9th August last, I am directed by the Honourable the Governor in Council to authorise you to make over in enam to Sarabhoy, the moonshee attached to the Baroda Residency, the village of Seek Neekole, originally belonging to Aleena purgunnah, but latterly included in that of Duskrobie, which that person has chosen in preference to arable land.

2. You will be pleased to make out the sunud, which should be similar to that given to Ramajee Hurry, on the occasion of granting him a village in the Kaira district, in the name of Bhoolnath, the son of Sarabhoy, agreeably to his request.

I have, &c.

(signed) *Thomas Williamson*,
Secretary to Government.

Bombay Castle, 18 November 1830.

(True copies.)

(signed) R. K. Arbuthnot,
Collector.

No. 44 of 1841.—Territorial Department.—Revenue.

To *John Vibart*, Esq., Revenue Commissioner, Poonah.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 24th February last, No. 251, calling for certain papers connected with the grant of land to your dufterdar; and in reply beg to transmit the same, as noted in the margin.* The delay in doing so has arisen in consequence of the non-receipt of the asmaish of Nalole, for the current year, till three days ago.

The accompanying contrasted statement of the revenue of that village, as shown in my report of the 28th January, and the asmaish for the current year, is herewith submitted for your information.

I have, &c.

(signed) *R. K. Arbuthnot*,
Collector.

Ahmedabad, Collector's Office, Camp Dholka,
20 April 1841.

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* Asmaish for 1895, 1896, and 1897, English and Guzeratee; survey papers prepared by Mr. Jordan, yadee of the amount of revenue received in 1895 and 1896, subsequent to the preparation of the asmaish for those years.

STATEMENT showing the Amount of PRODUCE, and the Quantity of LAND Cultivated

ON WHAT ACCOUNT.	ACCORDING TO MR. JORDAN'S STATEMENT.			
		CURRENCY.		
	Cultivated Land.	Sicca and Company's Rupees.	Deduct Exchange on Siccas.	Company's. Rupees.
	B. v. vv.	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*
Kurreef Beegotee - - - - - - - -	585 6 13	1,048 9 –	72 3 4	976 5 8
Kairda Kurreef (Bhagbuttia) - - - - - -	81 9 9	299 15 5	- - -	299 15 5
Rubbee Sankha, viz.:				
On account of Bhagbuttia - - - - - - -	37 9 13	73 12 –	- - -	78 12 –
Ditto - of Begotee - - - - - -	- - -	- - -	- - -	- - -
Ditto - of Gunvut - - - - - - -	- - -	- - -	- - -	- - -
Kurreef over Ruvee, *Bs.* 8. 13. - - - - -	- - -	22 8 –	- - -	22 8 –
TOTAL - - -	704 5 15	1,444 12 5	72 3 4	1,372 9 1
Bharkhullee - - - - - - - - -	434 6 0	120 6 –	8 4 8	112 1 4
Mangoe Produce - - - - - - - -	- - -	5 – –	- - -	5 – –
TOTAL - - -	1,138 11 15	1,570 2 5	80 8 –	1,489 10 5
Grass Beer - - - - - - - - - -	- - -	134 – –	- - -	134 – –
GRAND TOTAL - - -	1,138 11 15	1,704 2 5	80 8	1,623 10 5

Net Increase - - - - - - -

Net Decrease - - - - - - - -

Ahmedabad, Collector's Office, Camp Dholka,
20 April 1841.

in the Village of Natole, of the Duskrobie Pegunnah, for Sumvut 1897.

ACCORDING TO THE TULLATEE'S ASMAISH.				DECREASE.		INCREASE.		REMARKS.
	CURRENCY.							
Cultivated Land.	Sicca and Company's Rupees.	Deduct Exchange on Siccas.	Company's Rupees.	Cultivated Land.	Rupees.	Cultivated Land.	Rupees.	
B. v. vv.	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*B. v. vv.*	*Rs. a. p.*	*B. v. vv.*	*Rs. a. p.*	
580 11 16	1,031 3 10	71 – –	960 3 10	4 14 17	16 1 10	—	—	
82 4 1	299 15 5	- - -	299 15 5	- - -	- - -	0 14 12	—	
30 0 6	41 15 6	- - -	41 15 6	7 9 7	31 12 6	—	—	
9 17 18	29 11 –	2 – 10	27 10 2	- - -	- - -	9 17 18	27 10 2	
4 0 0	—	—	—	—	—	—	—	
- - -	12 7 1	- - -	12 7 1	- - -	10 – 11	—	—	
706 14 1	1,415 4 10	73 – 10	1,342 4 –	12 4 4	57 15 3	14 12 10	27 10 2	
434 6 3	120 6 –	8 4 8	112 1 4	- - -	- - -	0 0 3	—	
- - -	10 – –	- - -	10 – –	- - -	- - -	- - -	5 – –	
1,141 0 4	1,545 10 10	81 5 6	1,464 5 4	12 4 4	57 15 3	14 12 13	32 10 2	
- - -	134 – –	- - -	134 – –	—	—	—	—	
1,141 0 4	1,679 10 10	81 5 6	1,598 5 4	12 4 4	57 15 3	14 12 13	32 10 2	

- - - - - - *Beegas* 2. 8. 9.

- - - - - - *Rupees* 25. 5. 1.

(signed) *R. K. Arbuthnot*,
Collector.

Case of Nursoo Luxmon.

MINUTE by the Honourable the Governor, concurred in by the Honourable Messrs. *Dunlop* and *Crawford*.

I THINK that on such an occasion as the present we should be guided rather by the actual state of the villages selected than by any fixed principle of average. If the village is one progressively improving, every succeeding year showing an increase of revenue, an average of the last 10 years would afford a false estimate of its value. The last year's receipts would be nearer the truth; but in the present case I think with Mr. Vibart, that a 10 years' average affords a fair estimate. The villages seem ordinary ones in all particulars. An individual proprietor may very possibly render them more productive than they are likely to become under Goverment management, and if he do so, this becomes a very legitimate source of profit to him. I think, therefore, that the value of the two villages of Nalole and Ropra may be taken at the sum shown in the third para. of Mr. Vibart's letter, viz., *Co.'s Rs.* 1,261. 2. 1.

2. In the letter from the Honourable Court we are directed "to secure to all parties holding hereditary interests in the villages, the full enjoyment of their respective rights." This injunction should be most scrupulously attended to, and Nursoo Lukshmun should distinctly understand, that by the transfer of these villages to him the Ryots are to be disturbed in none of their rights, and that they are to be admitted during the occupancy of himself and his two successors, to participate in all arrangements which the Government may introduce in the turuf, for the relief and benefit of the cultivating classes. From the statement accompanying the Collector's letter of the 30th April, it seems that the system of levying the revenue according to the crop still partially exists. This should be superseded by a beegotee here, as elsewhere.

3. On Nursoo Lukshmun's accepting these villages on these terms, I think they might me made over to him without the demand of any salamee. The difference between the value of the villages (1,261 rupees), and the sum allowed by the Honourable Court (1,200 rupees), is trifling, while the integrity of the enam tenure would be destroyed, and the value of the benefit conferred therefore greatly diminished, by insisting on its payment.

4. The Court's letter is dated in February 1840; the grant may therefore be held to commence with the official year 1840-41. For that year, the Collector of Ahmedabad may be authorised to pay the value of the enam, 1,200 rupees, in cash, and the possession of the villages may be held to commence with the current year 1841-42.

(signed) *G. W. Anderson.*
J. A. Dunlop.
J. H. Crawford.

18 May 1841.

No. 1713 of 1841.—Territorial Department.—Revenue.

From *L. R. Reid*, Esq., Chief Secretary to Government, Bombay, to the Revenue Commissioner.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, No. 627, dated the 8th instant, with enclosures, reporting that your dufturdar, Nursoo Luxumunjee, has selected the two villages Nalole and Ropra, in the Duskrohie purgunnah of the Ahmedabad zilla, as those which he is desirous of obtaining in inam, on the terms granted by the Honourable Court.

2. In reply, I am instructed to observe, that on such occasions as the present the actual state of the villages selected, rather than any fixed principle of average, should guide the decision. If the village be one progressively improving, every succeeding year, showing an increase of revenue, an average of the last 10 years would afford a false estimate of its value. The last year's receipts would be nearer the truth; but in the present case, the Governor in Council agrees with you,

Case of Nursoo Luxmon.

you, that a 10 years' average affords a fair estimate. The villages seem ordinary ones in all particulars; an individual proprietor may very possibly render them more productive than they are likely to become under Government management, and if he does so, this becomes a very legitimate source of profit to him. His Honour in Council thinks, therefore, that the value of the two villages of Nalole and Ropra should be taken at the sum shown in the third para. of your letter, viz., *Rs.* 1,261. 2. 1.

3. In the letter from the Honourable Court, this Government is directed "to secure to all parties holding hereditary interests in the villages, the full enjoyment of their respective rights." This injunction should be most scrupulously attended to, and Nursoo Lukshmun should be distinctly given to understand that by the transfer of these villages to him, the ryots are to be disturbed in none of their rights, and that they are to be admitted during the occupancy of himself and his two successors, to participate in all arrangements which the Government may introduce in the turuf for the relief and benefit of the cultivating classes. From the statement accompanying the Collector's letter of the 20th April, it seems that the system of levying the revenue according to the crop still partially exists; this should be superseded by a begottee here, as elsewhere.

4. On Nursoo Lukshmun's accepting these villages on these terms, the Governor in Council considers that they might be made over to him without the demand of any salamee. The difference between the value of the villages (1,261 rupees), and the sum allowed by the Honourable Court (1,200 rupees), is trifling, while the integrity of the inam tenure would be destroyed, and the value of the benefit conferred therefore greatly diminished, by insisting on its payment.

5. As the Honourable Court's letter conveying this grant is dated in February 1840, the grant may have effect from the official year 1840-41. For that year, the Collector of Ahmedabad should be authorised to pay the value of the enam, 1,200 rupees, in cash, and the possession of the villages may be held to commence with the current year 1841-42.

I have, &c.

(signed) *L. R. Reid,*
Chief Secretary.

Bombay Castle, 27 May 1841.

No. 1128 of 1841.—Territorial Department.—Revenue.

From *John Vibart*, Esq., Revenue Commissioner, to *L. R. Reid*, Esq., Chief Secretary to Government, Bombay.

Sir,

In reply to paras. 3 and 4, of your letter (No. 1713) of 27th May last, I have the honour to forward an original letter from Nursoo Luxumun, duftur-dar of this department, intimating his acceptance of the villages of Nalole and Rofra on the terms therein specified, and requesting that a sunnud, conveying the villages to him, may be granted by Government.

2. A draft of such a document, which I requested the Collector to prepare, was submitted by that officer, but there appeared to me to be several objections to it, and I have therefore drawn out another, which is herewith submitted for the approval of Government.

3. Similar documents conveying villages in the province of Guzerat have been granted by Government to the parties, and on the dates mentioned in the margin;* the difference of the terms of the present grant will account for all material

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* Rumajee Hurry, 22 January 1830. Sarabhoy Bapabhoy, 17 February 1831, *Vide* Government letter, No. 3057 of 18 November 1830. Motichund Govind Ram, 19 March 1827. Ardesur Dunje Shah, 24 November 1830.

Case of Nursoo Luxmon.

material variation between the sunnuds given on those occasions, and that now forwarded.

4. If approved, I would beg to suggest that the sunnud be engrossed on parchment, and returned executed, in order that it may be forwarded to the Collector of Ahmedabad, to be registered and transmitted to the grantee in the usual manner.

I have, &c.

(signed) *J. Vibart,*
Revenue Commissioner.

Poonah Revenue Commissioner's Office,
16 August 1841.

To *John Vibart*, Esq., Revenue Commissioner.

Sir,

You having had the goodness to explain to me personally the substance of paras. 3 and 4, of Mr. Chief Secretary Reid's letter of 27th May last, No. 1713, I respectfully beg that you will intimate to Government that I gratefully accept the villages in the terms therein specified, and that you will obtain for me a formal sunnud conveying the villages to me.

I have, &c.

(signed) *Nursoo Luxumun,*
Dufturdar.

Poonah, 13 August 1841.

To *Leeahut Wn. Uhuleeut Maab Nurso Luxumun,* Row Buhadoor, Surname Mawnlungkur, Nayek Surdesaee, by caste a Kurada Brahmun, originally an inhabitant of Kusba Sytawadey, in the Turf of the same name, in the Rutnagherry Talooka, in the Southern Konkun, and now an inhabitant of the City of Ahmedabad, Sulamhoo Ullah Taalla.

Whereas you have long and faithfully served the East India Company in the Revenue Department in all the zillahs of the province of Goozrath, and in other capacities, and as dufturdar in the Revenue Commissioner's Office, the Honourable the Governor of Bombay in Council was pleased to recommend to the Honourable Court of Directors that a village should be granted to you as inam, in perpetuity, as a permanent mark of Government's sense of your valuable services; and the Honourable Court in consequence were pleased to direct, under date the 20th February 1840, that an inam should be conferred on you for three lives.

The Honourable the Governor in Council is therefore pleased hereby to grant to you and your two successors in inam, all the Government rights on the lands comprised within the boundaries of the villages of Ropra and of Nalole, including its koorum in the Duskrohie purgunnah of the Ahmedabad collectorate, in the province of Goozrath; together with all the other rights and sources of revenue belonging to Government therein, with the exception only of the abkaree and land customs, and saving the rights of all wuttundars.

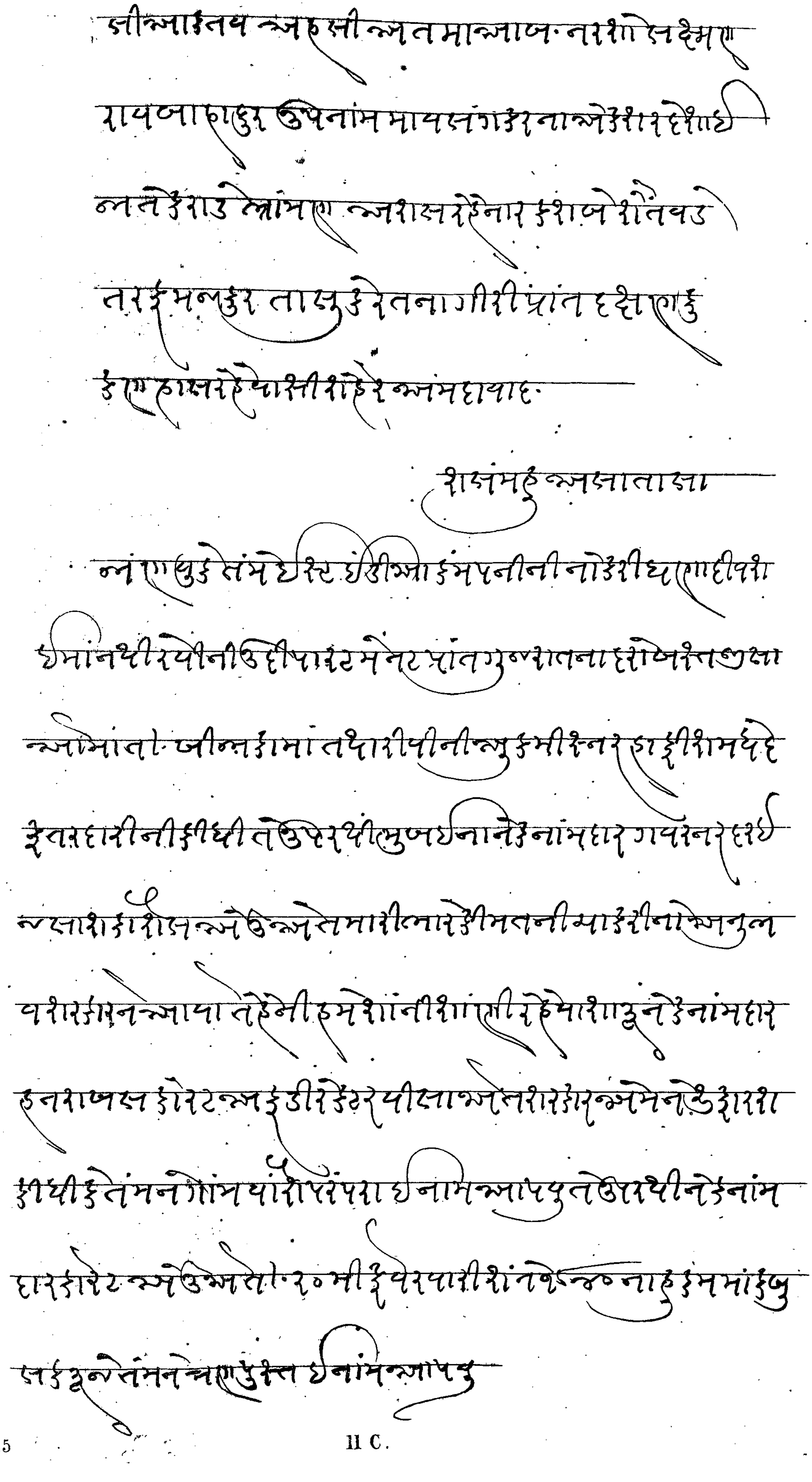
It was the intention of Government that the order of the Honourable Court should have effect from the commencement of the official year 1840-41, but that year having already expired, you have received the value of the inam for that year in cash from Government, and your possession of the villages will be held to commence with the current year, 1841-42, Sumvut 1898.

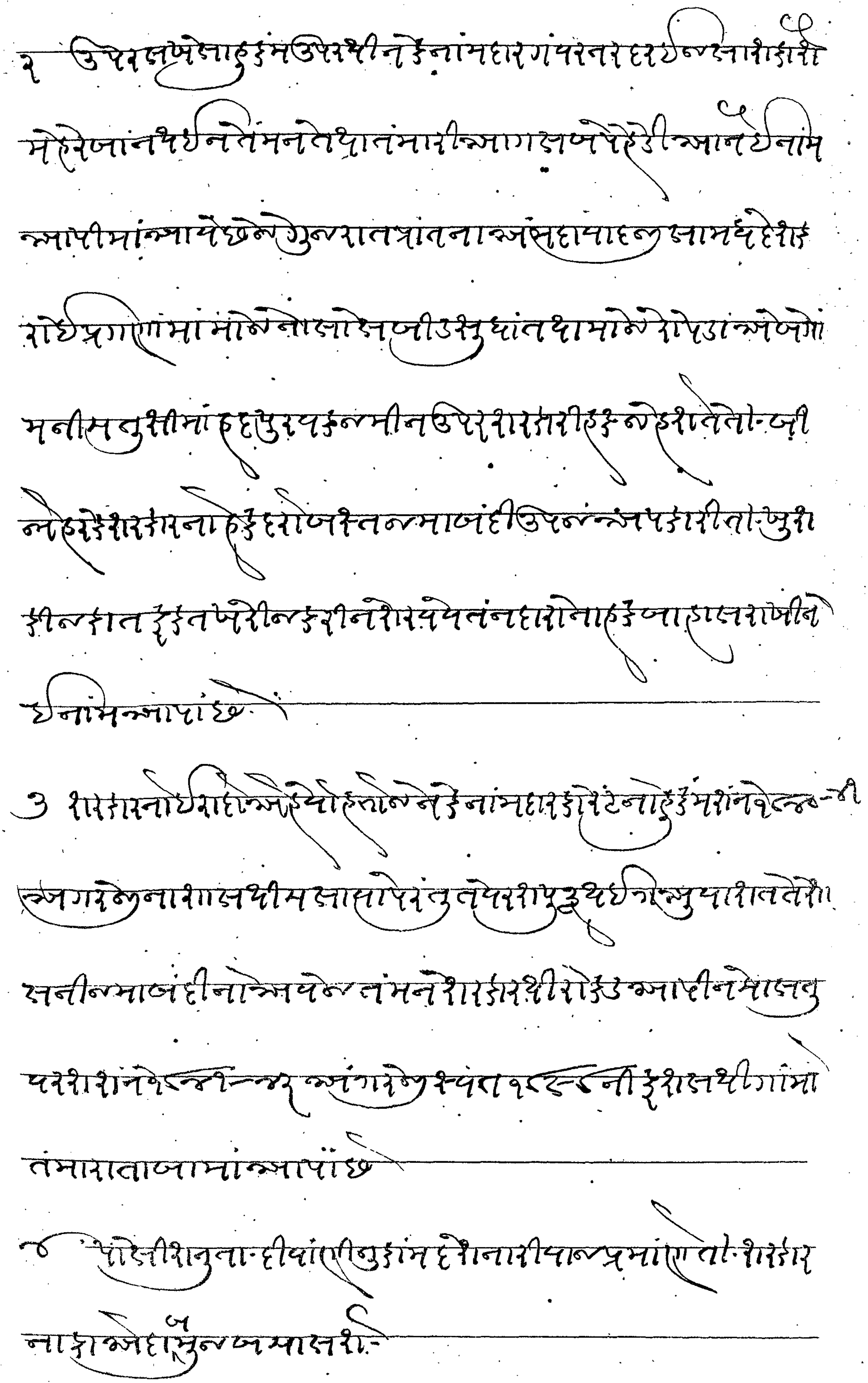
The police and civil business will be regulated according to the custom of the country and and the regulations of Government.

By order, &c.

(signed) *W. R. Morris,*
Secretary to Government.

Bombay Castle, 10 September 1841.





Case of Nursoo Luxmon

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Crawford*, without date.

THE sunnud may be prepared in the manner suggested by the Revenue Commissioner.

(signed) *G. W. Anderson.*
J. H. Crawford.

No. 2774 of 1841.—Territorial Department Revenue.

From *W. R. Morris*, Esq., Secretary to Government, Bombay, to the Revenue Commissioner.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, No. 1128, dated the 16th ultimo, with enclosures, and to transmit to you the accompanying sunnud, duly executed, agreeably to the draft submitted by you for the villages of Nalole and Ropra, granted in Enam for three lives to Nursoo Luxumon, dufturdar of your office.

I have, &c.
(signed) *W. R. Morris*,
Secretary to Government.

Bombay Castle,
10 September 1841.

(True extract.)
(signed) A. Malet, Chief Secretary.

CIRCULAR.

No. 3763 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Heads of all Departments.

Sir,

NURSOO LUXOOMUN, late native agent to the Resident at Baroda, having been proved guilty of highly improper conduct while holding that appointment, was dismissed from the service of Government, under date the 20th January 1852, and is now formally declared incapable of re-employment in the public service.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 28 August 1852.

Nos. 3764, 3765, 3766, and 3767.

RESOLVED, That a copy of the above circular* be transferred to the Revenue and Financial Departments of the Secretariate for information and guidance, with an intimation that the same has been communicated to the heads of all departments subordinate thereto.

* Judicial, General, Military, and Marine.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 28 August 1852.

Case of Nursoo Luxmon.

No. 3768 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Civil Auditor, Bombay.

Sir,

I AM directed by the Right honourable the Governor in Council to transmit to you copy of a letter (No. 516) addressed on the 23d January last, by the Secretary to Government in the Revenue Department, to Mr. Jenkins, acting collector at Ahmedabad, directing the resumption from the 22d May 1851, of the personal allowance of one hundred (100) rupees per mensem, granted to Nursoo Luxmon in the Government (revenue) letter to the address of your predecessor, dated the 10th October 1833, No. 2948; and to inform you that the palanquin allowance of six hundred (600) rupees per annum conferred upon him in the same letter, has also been resumed from the above date.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 28 August 1852.

Nos. 3769, 3770, 3771, and 3772.

COPY to be sent to the Accountant-general.
„ the General Paymaster.
„ the Revenue Commissioner, Northern Division.
„ the Collector of Ahmedabad.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 28 August 1852.

No. 516 of 1852.—Territorial Department, Revenue.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to *E. L. Jenkins*, Esq., Acting Collector, Ahmedabad.

Sir,

WITH reference to the letter forwarded to you from the Political Department, under date the 20th instant, No. 293, and its accompanying extract from proceedings, I am directed to notify to you from the Revenue Department, the removal from office of your dufterdar, Nursoba Luxoomon; and also to inform you that his salary and personal allowance of 100 rupees a month are to cease from the 22d May last, the day on which he was suspended from his situation.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle, 23 January 1852.

Extract Bombay Political Consultation, 17 March 1852.

Petition from *Nursoo Luxmon*, Ex-dufturdar of Ahmedabad, to the Right Honourable Lord Viscount *Falkland*, Governor in Council, Bombay.

Most respectfully showeth,

THAT nearly three months and three quarters have elapsed since the Commissioner (appointed to inquire into certain false charges brought against him by Colonel Outram) closed the proceedings; but your petitioner has not as yet been informed of the final decision in his case.

That the pernicious effect of the mortifying annoyance and anxieties (which have engrossed his mind for the last 21 months) upon his already weakened constitution, can be more easily conceived than expressed; and disgusted at the thought of passing the present days of his life in vain, the lingering suspense owing to the delay renders his situation extremely intolerable.

That

Case of Nursoo Luxmon.

That he confidently trusts that Government will kindly do him justice; but the delay that has occurred has, for the above reason, compelled him to trouble your Honourable Board with this application for the favour of an early decision or orders.

And your Lordship's petitioner, as in duty bound, shall ever pray.

(signed) *Nursoo Luxmon*,
Ex-dufturdar of Ahmedabad.

Surat,
1 February 1852.

Minute by the Right Honourable the Governor, concurred in by the Honourable Messrs. *Blane* and *Bell*.

On the 20th January, Nursoo Punt was referred to the collector of Ahmedabad for information as to the result of the Commissioner's inquiry. This may therefore be filed.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

6 February 1852.

No. 1777.

Petition from *Nursoo Luxmon* to the Right Honourable Lord Viscount *Falkland*, Governor in Council, Bombay.

Most respectfully showeth,

That with reference to the Government's orders conveyed in Mr. Chief Secretary Malet's letter, No. 294, of the 20th ultimo, which reached him on the 2d instant, referring him (in reply to his petition of the 18th October last) to the collector of Ahmedabad for the decision of Government, he received from the latter authority, last evening, a copy of the same, intimating the petitioner's dismissal from the Government service.

That as, in passing such a severe sentence, Government has most probably been guided by the opinion and sentiments of the Commissioner, Mr. Frere, your humble petitioner most earnestly begs to solicit your Lordship in Council to favour him with a copy of this officer's findings on the several charges, or, in other words, of his general report on the merits of the whole case, as well as of any remarks he may have made on his petitions to Government.

Further, as this decision does not clearly show the grounds upon which Government has decided against him to the extent therein specified, he most humbly craves your Lordship in Council to do him the favour, for the sake of justice to intimate to him, in detail, the grounds upon which he is convicted of the second charge; the particular circumstances connected with the third charge, wherein his conduct has been considered open to animadversion; and most especially the grounds upon which it is decided that considerable suspicion attaches to him, in charges Nos. 4 and 5.

That copies of Mr. Frere's reports, as well as the above minute explanation, are required by him to be enabled to show any grounds that might, if possible, induce your Lordship in Council to revise the decision passed against him; or should your Honourable Board be not disposed to revise the case, the solicited information will at least enable him to appeal to the Honourable the Court of Directors against the injustice he has suffered.

That in ordinary instances, in a session court, a trial like that of your petitioner would not have probably required more than three weeks or a month; yet five months elapsed from the date of his suspension up to the closing of the proceedings by the Commissioner, and three months and a half have passed since, before he was informed of the above decision.

That your petitioner, therefore, trusts that in consideration of the inconvenience to which he has been subjected by the above delay, Government will now favour him with a speedy reply to this petition, in order that he may thereby be enabled early to take such steps as may be necessary to secure justice for himself.

And your poor petitioner, as in duty bound, shall ever pray.

(signed) *Nursoo Luxmon.*

Surat, 10 February 1852.

Case of Nursoo Luxmon.

No. 1778.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane.*

NURSOO LUXMON was thoroughly acquainted with the charges on which he was arraigned; he had every opportunity of defending himself, and of rebutting those charges. He has not done this, and I do not conceive he has any right to ask us to enter into a controversy with him on points which we have already decided, after the most careful consideration of all he had to allege in extenuation of his conduct.

(signed) *Falkland.*
D. A. Blane.

24 February 1852.

No. 1779.

MINUTE by the Honourable Mr. *Bell.*

I THINK the accused entitled to a copy of the resolution furnished to the prosecutor; but I am decidedly opposed to entering into any controversy with the applicant on the subject of the charges in which his conduct is questioned.

(signed) *A. Bell.*

26 February 1852.

No. 1780.

Further MINUTE by the Right Honourable the Governor (without date).

NURSOO PUNT's object in obtaining a copy of Mr. Frere's report on his case, and also the course of reasoning by which we have been led to form the opinions to which we have come, as regards each particular charge, is of course to impugn the grounds on which he has been condemned. In fact, to obtain a new trial, or rather decision, on appeal to the Honourable Court, without his assertions undergoing the keen scrutiny of a Commissioner on the spot, and without the truth of his allegations being tested by *vivâ voce* cross-examination.

I conceive that Nursoo Punt had a fair trial, and every opportunity of defending himself. We think he has failed to refute the evidence against him on some points; but having had every possible advantage during the late investigation, and being a man of great acuteness, I feel confident that he took care to make the best of his case; indeed, the proceedings on that occasion sufficiently show that he did so. If Nursoo deem that he have such strong evidence to bring forward as would upset that lately given, let him send it to us, and ask for a new trial; but we can scarcely expect that he will concur in any course of reasoning that led us to believe him even partially guilty.

We have arrived at our conclusions after much consideration on the evidence before us, being aided in our deliberations by the recorded opinions of the Commissioner. The reasons why we arrived at such conclusions are contained in the evidence brought forward for and against the Punt, and I would not acquaint him with the course of argument followed by one or any of us; our doing so could produce nothing but controversy.

Whether our decision is a sound one will be determined by the Honourable Court, to whom our reasons for pronouncing it will be submitted, as well as Nursoo Punt's defence; and if we have passed an unjust sentence according to the evidence before us, that sentence will be annulled by superior authority.

I would remark, that the papers bearing on this trial were not granted by Government to Lieutenant-colonel Outram in his capacity of prosecutor, nor with the object, either on his part or on ours, of influencing the fate of Nursoo Punt one way or the other; they were given to Colonel Outram as being deemed necessary by him in his own vindication. I adhere to my minute of the 24th ultimo.

(signed) *Falkland.*

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No. 1781.

MINUTE by the Honourable Mr. *Blane*, concurred in by the Honourable Mr. *Warden*.

ALL that it is customary to afford in cases disposed of by our criminal courts would seem to have already been furnished to Nursoo Punt That a further portion of the proceedings was supplied to Colonel Outram in his capacity of a Government officer, after the case had been finally brought to a close, cannot, I think, be considered to constitute a precedent, or to afford any reason for deviating from the ordinary practice towards the party convicted.

(signed) *D. A. Blane.*
J. Warden.

7 March 1852.

Seen.
(signed) A. Bell.

No. 992 of 1852.—Political Department.

No. 1782.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *Nursoo Luxmon*, Surat.

IN reply to your petition, dated the 10th ultimo, I am directed to inform you that the Right Honourable the Governor in Council declines to comply with your requests therein preferred.

By order, &c.

Bombay Castle,
9 March 1852.

(signed) *A. Malet*, Chief Secretary.

Extract Bombay Political Consultation, October 1852.

From *Nursoo Luxumun*, Bombay, to *A. Malet*, Esq., Chief Secretary to the Government, Bombay.

Sir,

IN pursuance of the intention expressed in my letter to your address, dated the 18th July last, I now beg respectfully to forward my humble memorial in triplicate to the Honourable the Court of Directors, and to request that you will lay it before the Right Honourable the Governor in Council, in order that such favourable opinion as the Honourable Board may deem it deserving of may be recorded thereon, previous to its being forwarded to its destination; since the grounds on which I have been dismissed from the public service have not been fully made known to me; and I am therefore hopeful that his Lordship in Council will assist me in procuring the redress which I seek from the Honourable Court.

I am, &c.

Bombay, 9 September 1852.

(signed) *Nursoo Luxumun.*

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MEMORIAL OF *Nurso Luxumun.*

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To the Honourable the Court of Directors for the Affairs of the East India Company, London.

The humble Memorial of *Nurso Luxoomun*, formerly Native Agent at Baroda, and late Dufturdar of Ahmedabad.

Showeth,

THAT your memorialist has spent the best portion of his life as a public servant on the Native Civil Establishment of the Bombay Presidency, and has filled some of the highest and most responsible offices which it is competent for aboriginal natives of India to hold.

2. That notwithstanding your memorialist's long and faithful services to the State, and after having received repeated tokens of the approbation of his superiors, and of your Honourable Court, he has been dismissed from his employment by the Bombay Government without just and sufficient cause; and your memorialist has in vain petitioned the Right honourable the Governor in Council of Bombay for a reversal of that severe and unmerited sentence, or at least to favour your memorialist with a statement of the grounds on which it was passed.

3. That having so failed, your memorialist sees no means of procuring redress than that of humbly seeking it from that high authority, having its source in the great and venerated corporation which is represented by your Honourable Court. At the same time, your memorialist deeply deplores the necessity which compels him to adopt this step, but no other alternative presents itself to him, except that of submitting silently to a decision which, having deprived

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him of the high and irreproachable character acquired by him throughout the long period of about 33 years of public service, has covered him with infamy and disgrace in his old age.

4. Having the fullest confidence in your Honourable Court's justice and impartiality, and the highest respect for the wisdom which distinguishes your proceedings, your memorialist is encouraged to hope that this humble representation of his peculiarly grievous case may engage your Honourable Court's serious attention and consideration; and your memorialist further trusts, that in the exercise of your mature judgment and discretion, your Honourable Court, upon having duly considered all that your memorialist is about to state, may see good reason to disapprove of the harsh measure adopted towards him by the Bombay Government, and may rescue him from the humiliating situation to which that measure has reduced him.

5. Before commencing a narrative of the successive events which occurred previous to, and during your memorialist's trial before W. E. Frere, Esq., the gentleman who was appointed a Commissioner by the Government for the purpose of trying him at Baroda, upon certain charges preferred against him by the late Resident, Colonel Outram, your memorialist most respectfully begs to lay before your Honourable Court the following abstract of his long services.

6. Your memorialist first entered the service of your Honourable Company's Bombay Government in the year 1818, as tulatee, or accountant, of the village of Ore, in the Duskoorie Purgunnah of the Ahmedabad Collectorate. While so employed your memorialist's conduct attracted the favourable notice of Captain Cruickshank, the head of the revenue survey department; and your memorialist was introduced by him to the Collector, Mr. Dunlop, by whom he was appointed an assistant to the dufturdar of Ahmedabad.

7. While employed in this situation, your memorialist became known to Thomas Williamson, Esq., late Revenue Commissioner, and then first assistant collector, at whose request the collector allowed your memorialist to accompany him to the Purgunnas of Purantage and Veerungaum, the revenue settlement of which had been intrusted by the Government to Mr. Williamson, in the year 1822-23. Having on that occasion conducted himself to his satisfaction, Mr. Williamson again employed your memorialist as his native assistant in making a septennial revenue settlement with the Raja of Bhownuggur, for the whole of his possessions within your Honourable Company's territories; and Mr. Williamson acknowledged, in high terms of praise, the aid he received from your memorialist in the preliminary inquiries which he found it necessary to make before he proceeded with the settlement.

8. In the year 1824-25, your memorialist was appointed kumavisdar of Alleena, in Guzerat, and in the performance of his duties in that appointment he succeeded in giving perfect satisfaction to his superiors. In 1825-26, your memorialist was appointed to the first class kumavisdarship of Neepar, being thus placed over nearly one half of your Honourable Company's share of the district of Pitland. The tract of country over the police, as well as the revenue administration, of which your memorialist exercised a superintendence while he held the above appointment, comprised a number of very troublesome Mewassee villages; and your memorialist succeeded in checking the predatory and lawless proceedings of the kolies who inhabited them, and in bringing to condign punishment several old and notorious offenders, who had long disturbed the public peace. At a subsequent period in 1828, when Mr. Williamson was appointed by the Government to effect the permanent revenue settlement of the Broach Purgunnah, your memorialist was placed by him at the head of his native establishment, and was again so fortunate as to afford that gentleman reason to approve of his conduct; and by Mr. Williamson's assistant, Mr. Philip Stewart, the late collector of Surat, who afterwards principally conducted the duties of the abovementioned revenue settlement, your memorialist's services were mentioned in commendatory terms.

9. Your memorialist was appointed mamlutdar of Borsud in the year 1829, and his superior, the then collector of Kaira, E. B. Mills, Esq., expressed on several occasions, both orally and in writing, his favourable opinion of your memorialist's services. In the year 1830, the late Sir John Malcolm, then Governor of Bombay, having proceeded on a tour through Goozerat, Kattiawar, and

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and Cutch, your memorialist was selected to accompany him, and your memorialist had the honour to receive the highest commendations from his Excellency.

10. Shortly afterwards, the late John Andrew Dunlop, Esq., having been then recently appointed Revenue Commissioner, visited the Broach and other districts, and having heard a good character of your memorialist, invited him to accept the appointment of dufturdar in his department; but your memorialist being then in bad health, and unable to endure the fatigue of travelling, declined the appointment. Mr. Dunlop having, however, strongly recommended him to the Government, your memorialist was appointed dufturdar of Surat. Your memorialist continued to serve under the principal collector, Mr. Stubbs, until May 1832, when your memorialist received the appointment of dufturdar in the office of the Revenue Commissioner, on which occasion Mr. Stubbs bore high testimony to your memorialist's conduct and abilities.

11. In September 1833, the Revenue Commissioner, Thomas Williamson, Esq., under whom your memorialist was again employed, brought your memorialist's services specially to the notice of the Government, and recommended that your memorialist should receive an increase of 100 rupees to his monthly salary, which then amounted to 300 rupees, and that there should be presented to your memorialist a palanquin, with an annual allowance of 600 rupees to support it. The Government was accordingly pleased to comply with the recommendation of Mr. Williamson, subject to your Honourable Court's confirmation, which was granted in a despatch to the address of your Governor in Council at Bombay, dated 30th March 1836.

12. In November 1838, the Revenue Commissioner, Mr. Williamson, did your memorialist the honour to bring his services again prominently to the notice of the Government. In his letter to the address of the Acting Chief Secretary, Mr. Williamson wrote regarding your memorialist in the following flattering terms: "The improved state of the accounts in the zillas under this department is in a great measure to be attributed to Nurso Luximon's advice and assistance; and of the numerous abuses and systems of frauds and oppressions which have from time to time been brought to the notice of the local authorities and of Government by this department, many would, but for his vigilance and fidelity, have long remained undiscovered."

13. On this occasion, Mr. Williamson proposed to the Government that a grant of a village in Inam, of the annual value of 1,200 rupees, should be made to your memorialist. The Government recommended the above proposal to your Honourable Court, and at the same time sanctioned an immediate increase of 100 rupees to your memorialist's salary, to which your memorialist would have become entitled, according to the rules of the service, in two years' time.

14. In May 1840, the Chief Secretary to the Government transmitted to Mr. Williamson's successor, Mr. Vibart, an extract of a letter from your Honourable Court, authorising the Bombay Government to confer upon your memorialist an inam of the annual value of 1,200 rupees for three lives. In pursuance of this sanction, your memorialist was put in possession of two villages, agreeably to a letter from the Chief Secretary to the Government, dated the 27th May 1841.

15. In February 1842, Mr. Vibart, when about to vacate the office of Revenue Commissioner, wrote to the Government, noticing your memorialist's services; and adverting to your memorialist's most grateful acceptance of the Inam for three lives conferred upon him by your Honourable Court, at the recommendation of the Government, he requested that your Honourable Court might be urged to make the inam perpetual, in accordance with the usage in cases in which grants so denominated are conferred. Mr. Vibart's letter was forwarded by the Government to your Honourable Court, who however declined to comply with his proposal, as interfering with certain principles which your Honourable Court had adopted in regard to the remuneration of services rendered by public servants.

16. Your memorialist subsequently continued to serve in his appointment of dufturdar in the Revenue Commissioner's office, and attracted the favourable regard of the two gentlemen (Messrs. Simson and Pringle), who, after Mr. Vibart's departure, successively held the appointment of Revenue Commissioner.

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In December 1843, your memorialist's declining health having rendered him physically unfit to travel through the districts with the Revenue Commissioner's department, and consequently feeling that he could not any longer continue the efficient performance of the arduous duties required of him, he petitioned the Revenue Commissioner to be permitted to vacate his appointment and accept the situation of native agent to the Resident of Baroda, then vacant, and offered to him by the late W. S. Boyd, Esq.

17. The most imperative necessity alone forced your memorialist to take this step, since his prospects in the department which he wished to quit were such, that if his health had permitted he would never have sacrificed them by entering another department of the public service. Your memorialist's increasing infirmities, however, rendering him quite unequal to bear any longer the physical exertion required to accomplish long journeys, and to suffer discomforts peculiarly trying to a sick man, and as your memorialist had not served the whole period of 30 years to enable him to claim a pension, he was most reluctantly compelled to accept the less eligible appointment of native agent at Baroda; thinking, however, that he would be able to earn greater distinction for himself in the service of the Government, and not lose what he had already acquired, yet without reflecting that he might at a future day have cause, as he has since had, bitterly to repent his having made so unfortunate an exchange.

18. Your memorialist assumed the office of native agent at Baroda in the month of June 1844, and served under the late W. S. Boyd, Esq., Messrs. Remington and Ogilvie, who had charge successively of the Residency after Mr. Boyd's decease, Sir R. K. Arbuthnot, W. C. Andrews, Esq., Colonel Outram, and Captain French, all of whom successively held the office of Resident; and none of those gentlemen, with the exception of Colonel Outram, ever expressed any dissatisfaction with your memorialist's conduct, but, on the contrary, bore the highest testimony to your memorialist's character, and to the manner in which he conducted the duties of his situation. Even Colonel Outram, your memorialist begs to observe, always acted towards him in such a way as to satisfy your memorialist that, until the period when your memorialist's enemies succeeded in raising prejudices against him in the mind of that gentleman, your memorialist had always enjoyed his fullest confidence and esteem.

19. In the preceding statement your memorialist has endeavoured to lay before your Honourable Court a brief abstract of his services to the State, and he begs respectfully to solicit your Honourable Court's perusal of the accompanying copies of the testimonials in reference to those services, that were at various times recorded by the officers of the Government under whom your memorialist served. And considering the very high character which he has hitherto borne, your memorialist is assured that your Honourable Court will not readily concur in the condemnation which has been pronounced upon him by the local Government, but that you will dispassionately inquire into the various circumstances of your memorialist's case, and patiently attend to the facts and arguments which he is about to lay before your Honourable Court. Appendix (A.)

20. Your memorialist will therefore at once proceed to state, that in the year 1848 Colonel Outram, being then Resident at Baroda, obtained a furlough to Egypt; but previously to his departure from Baroda, he had addressed to the Government two official letters, one dated the 31st of August, and the other the 7th of September 1848. The first of those letters related to the claim of the firm of Hurree Bhuktee against Govindrao Guicowar, the adopted son of Radha Baee, the widow of Futteh Sing Gaickwar, and in it Colonel Outram represented the conduct of your memorialist in an unfavourable light. In the other letter, a similar representation was made by him against your memorialist, in reference to the result of certain inquiries which he (Colonel Outram) had made into the affairs of one Pole, a pagadar or commander of a body of horse in the service of his Highness the Gaickwar, and enjoying the guarantee of the British Government.

21. An answer to the above communications was received by the officiating Resident, Captain P. T. French. A copy thereof, being a letter from Mr. Chief Secretary Malet, dated the 12th January 1849, accompanies this memorial, Appendix (B.) and

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and your Honourable Court will perceive from it that the Government fully exonerated your memorialist from the imputations cast upon his character in the letters of Colonel Outram above adverted to.

22. In conducting his inquiries in the case of the Pagadar Pol, Colonel Outram thought it advisable to avail himself of the services of one Venaik Moreshwur Fudkeh, *alias* Baba Fudkeh. This person was formerly employed for some time in the office of the Political Agent of Rewa Kaunta, and while so employed, or afterwards, it appears that he lent some money to the Thakoor of Bhadurwa, and obtained bonds from him mortgaging a portion of his territory, the revenue of which Fudkeh used to receive in liquidation of his claims, and consequently the tribute due to Government from the Thakoor fell into arrears. This circumstance having come to the knowledge of Sir R. K. Arbuthnot, who was for some time in charge of the Rewa Kaunta agency, he arranged for the whole of the Thakoor's territory being sequestered, and this arrangement was subsequently carried out by Mr. Andrews, the acting Resident, who received charge of the Rewa Kaunta agency from Sir R. K. Arbuthnot. Thereupon the revenue of the mortgaged villages ceased to be paid to Fudkeh, who therefore supposed that this measure had been brought about by your memorialist; and being at all times inimical to your memorialist, and desirous of supplanting him in the situation of native agent, the above circumstance tended to excite his enmity against your memorialist in the highest degree. Having previously known Colonel Outram, Fudkeh therefore took every opportunity of speaking ill of your memorialist to that officer after his appointment as Resident at Baroda. With regard to that individual having been employed by Colonel Outram to assist him in his investigations, Mr. Chief Secretary Malet noticed this circumstance in his letter in the following terms:

"2. With reference to paras. 2 to 13 of his report, in which Colonel Outram explains the reasons which obliged him to obtain the assistance of Venaek Moreshwur Fudkeh, a person not in the employ of Government, in investigating the claims of Parukh Jugjeewun Kahandass against the Pol, I am directed to inform you, that the Colonel was justified, when his suspicions were excited, in making use of extra aid in prosecuting his inquiries into the case, but that he greatly erred in seeking it from a person whose employment in a political office had before been forbidden by Government; a procedure which makes it evident that he could not have examined the records of his office, in which the correspondence concerning this person existed."

23. Considering the active part taken by Venaek Moreshwur Fudkeh in assisting Colonel Outram in the investigation of the matters above alluded to, and subsequently in getting up the charges upon which your memorialist was tried before the Commissioner, Mr. Frere, and also looking at the complete influence exercised by that individual over the mind of Colonel Outram, and so skilfully employed by him in bringing about the ruin of your memorialist, the above extract may tend to show your Honourable Court the course pursued towards your memorialist in the first instance by Colonel Outram, a course of which the Government of Bombay disapproved, as will be seen by the following further extract from the letter of their Chief Secretary to the address of Captain French, already quoted above:—

"Although the Right honourable the Governor in Council is of opinion that Colonel Outram, with his suspicions excited, was justified in employing another person than the native agent in the investigation, he is also of opinion that Colonel Outram's grounds for suspicion were unsound, and that it is therefore much to be lamented that he entrusted to another a duty which he ought to have required Nursoo Punt to perform. His integrity would have been fairly tested had he been entrusted openly, and with that confidential expression of his own views which is due from a Resident to a native in such a situation, with the inquiry into the Parukh's account."

24. While alluding to the employment of Venaek Moreshwur Fudkeh by Colonel Outram, in supercession of your memorialist, he cannot refrain from also quoting the further sentiments expressed on this subject by the Bombay Government. In the 37th para. of the same letter Mr. Chief Secretary Malet writes: "With respect to the employment of Venaek Moreshwur Fudkeh in investigating Gorajee Pol's accounts, I am again desired to express the opinion

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opinion of Government, that it was both improper and injudicious; not only under the recorded opinion of Government, that this person was not eligible to be employed in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a referee on any matter in which the native agent was concerned, since Fudkeh was not only a rival candidate for the office of native agent when Nursoo Luxoomun was appointed in 1844, but now aspires to succeed him in the event of his removal, and Colonel Outram, notwithstanding the opinion of the Government of 1844 (in which his Lordship in Council entirely concurs) of his ineligibility for this responsible office, has actually proposed that Venaek Moreshwur should be appointed on the retirement of the present native agent."

25. From the foregoing extracts from the Government letter, your memorialist doubts not that it will clearly appear to your Honourable Court, that Colonel Outram must have been imposed upon by the misrepresentations of your memorialist's rival and enemy, Venaek Moreshwur Fudkey, and that relying upon the information with which this person supplied him, Colonel Outram conceived strong prejudices against your memorialist, and was induced to represent his character to the Government in the light in which he did. Impartially viewed, however, as your memorialist's conduct was at that time by the Members of the Bombay Government, it did not appear to them to be deserving the stigma which Colonel Outram attempted to attach to it. Your memorialist must therefore again quote from the letter of Mr. Chief Secretary Malet, already quoted from, their deliberate and final opinion on the representations of Colonel Outram. "In conclusion," writes Mr. Chief Secretary Malet, "I am desired to inform you that, so far from concurring in Colonel Outram's opinion, his Lordship in Council is persuaded that the examination into the cases before Government has removed from Nurso Luxumon all suspicion of misconduct in respect to them. Under these circumstances, it is unnecessary even to inform him of the nature of the imputations cast on him (which seems not yet to have been intimated to him), or to require explanation on any single point in these transactions."

26. Some months subsequently to the receipt of Mr. Chief Secretary Malet's letter, Colonel Outram having returned from Egypt, resumed charge of the Residency. Previously to that gentleman's return, your memorialist's enemies had taken care to convey to him full intelligence of the above decision, as may be seen from a report addressed by Captain French to the Bombay Government in 1850; and consequently, when Colonel Outram returned, his mind was much incensed against your memorialist. About that time your memorialist was appointed dufturdar of Ahmedabad; and it soon became evident that your memorialist's disappointed enemies had determined that he should, by some means or another, be made the victim of their rancorous hostility.

27. Accordingly, after having spent a twelvemonth in gathering together, with the aid of your memorialist's enemies, the materials for a public prosecution of your memorialist, Colonel Outram prepared a number of charges against him, and transmitted them to the Bombay Government, by whom a Commissioner having been appointed to try him under the provisions of Act XXXVII. of 1850, passed by the Governor-general of India in Council, your memorialist was suspended from his office, and directed to proceed from Ahmedabad to Baroda in the month of May 1851. Your memorialist immediately complied cheerfully with the orders of the Government, and proceeded to Baroda to stand his trial.

28. The position in which your memorialist now found himself was such, that little hope remained to him of his being able to establish his innocence, since moreover your memorialist's representation to the Government in June 1851, of the difficulties connected with the investigation about to be entered into by the Commissioner, was of no avail; and the only consolation which upheld your memorialist's desponding spirits was derived from the reflection that the Government had selected for his judge a gentleman of whose ability and experience your memorialist had previously heard, and in whom he felt the highest confidence; yet your memorialist could not help entertaining a considerable degree of anxiety on looking at the formidable array of evidence, both oral and documentary, which, with the aid of unscrupulous intrigues and servile dependants, had been assiduously prepared by Colonel Outram to overwhelm your memorialist.

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rialist. Far be it, however, from your memorialist to impute to that gentleman a malicious or unworthy desire to wreak upon your memorialist any revengeful designs, or to insinuate that in his procedure towards your memorialist, he was actuated by any personal grudge or private resentment. On the contrary, your memorialist is persuaded that such ungenerous and ignoble motives could never have actuated Colonel Outram. At the same time your memorialist, from his own experience and observation, is fully convinced that Colonel Outram, being naturally of a hasty temperament, and subject to the influence of vehement feelings, allowed his judgment to be deceived by the monstrous and incredible relations of the designing and unprincipled persons by whom he was surrounded, and whose interest it was to cause him to yield implicit belief to every accusation which they chose to fabricate against your memorialist. Otherwise your memorialist cannot conceive how a Government officer of Colonel Outram's rank and standing in the public service could have conceived it consistent with reason to charge your memorialist with having withheld from Captain French information which he could not have required from your memorialist; since the English records of the Residency, which that officer constantly consulted, and over which your memorialist had no control, afforded him not only that, but information on every other subject connected with the business of the Residency. Nor can your memorialist imagine how, if Colonel Outram had not been entirely imposed upon by his informants, he could for a moment have attached any credibility to the story of your memorialist having caused an agent to be sent from Baroda to Bombay for the purpose of bribing a Member of Council.

29. Colonel Outram clearly saw that the Government of Bombay would not be induced to reconsider the matters which they had already maturely considered and disposed of, and their decision on which was communicated to Captain French in the letter of Mr. Chief Secretary Malet of the 12th of January 1849. He therefore determined to use every means to elicit new grounds of accusation against your memorialist; and he thought that, if he could prove any connexion or collusion between your memorialist and the firm of Hurree Bhuktee, his object would be easily accomplished. There were not wanting at Baroda enemies of your memorialist ready to seize with avidity any opportunity of working harm to him; and having soon discovered the highly irritable feelings which Colonel Outram entertained towards your memorialist, they set on foot intrigues conducted with consummate ability, and of course attended with singular success. Your memorialist's absence from Baroda at this time was a circumstance peculiarly unfortunate to him, but extremely felicitous for those who were straining every nerve to bring about his ruin. About the time of your memorialist's departure from Baroda for Ahmedabad in June 1850, a petition, bearing a fictitious signature, that had been received by the Government in 1848, and referred to the Residency, and reported on by Captain French, was again produced; and it was suggested to Colonel Outram that its contents should be made the groundwork of the superstructure which it was proposed to raise, in order to facilitate the ulterior prosecution of your memorialist. But it was necessary that living witnesses should be forthcoming to support every false allegation which might be susceptible of proof. For this purpose, fitting instruments were procured without delay. Lulloo Bhugwan and Bhugwan Bhowanee, both of them goomastas, or clerks, of the firm of Hurree Bhuktee, men notorious for their intrigues, and who were quondam associates and confidants of Baba Nafuda, the representative of that firm, being in confinement, were most anxious to obtain their release; and were easily convinced that the best way to effect it would be to send a representation to the Residency, and to take care that it should prominently set forth an allegation of your memorialist's collusion with Baba Nafuda.

30. Success naturally attended their efforts to serve themselves in this way at the expense of your memorialist, and every one became aware that those who should traduce your memorialist would assuredly obtain countenance and support at the Residency. The statements of the above-named individuals at once furnished a pretext for examining the account books of the firm of Hurree Bhuktee, as well as those of Baba Nafuda's own firm; and this having been done, certain entries of an unexplained character were found. These, however, were considered sufficient evidence to support various vague charges which it was resolved to get up against your memorialist. At this juncture, a man named Jeyram

Jeyram Hybut, boldly came forward; and having avowed that he was the author of the petition above alluded to, deposed that if the books of the firm of Hurree Bhuktee were examined, it would be found that bribery had been practised. Your memorialist begs to observe that the above-named Jeyram was a dismissed servant of the Government; that his misconduct had been brought to the notice of your Honourable Court, who approved of his dismissal; that Colonel Outram admitted that he was a man of bad character, and that the man himself confessed that he bore your memorialist a grudge.

31. In the books, however, not the slightest allusion to your memorialist was found; something more tangible and precise was therefore held to be required to establish your memorialist's connexion with the firm. It was consequently suggested that Baba Nafuda's private papers should be seized and brought to the Residency, and that there should be surreptitiously inserted among them a scrap of writing, purporting to be a memorandum explanatory of an item of 20,000 rupees which appeared in the book of the firm for the Sumvut year 1901, but without any name being mentioned in it. To confirm the testimony of the memorandum, it was then resolved that two goomastas and a menial servant should be brought upon the stage to give their evidence on the subject, although no mention of them had been made before, and their first appearance was long after the discovery of the entries in the books. Need your memorialist say that this plot succeeded admirably, or that it was deficient in any particular which the most audacious perjury could supply. Indeed, the inventive faculties of your memorialist's enemies at this period lacked nothing of extravagant mendacity; for according to their history of your memorialist's evil doings, he had not only wielded the most potent influence at Baroda, but had extended his sway to the Presidency of Bombay, where the Members of the Bombay Government were represented as yielding implicit obedience to his capricious will. Your memorialist was reported to have made use of language such as this: "My friendship with the Honourable Mr. Reid is of a secret character. I can apply for my pension whenever I choose, but I will hold my appointment as long as it suits me. I will spend as much money as I think necessary to secure the assistance of European gentlemen at Bombay, and I will continue to hold my appointment." Preposterous as such expressions must have appeared, particularly as coming from the lips of a man of your memorialist's years and staid habits of life, yet ready ears were found to listen credulously to the slanderers by whom they were propagated as having been uttered by your memorialist; and measures were taken to search for collateral evidence which might substantiate in any degree the implied guilt of your memorialist. For this purpose, some entries of sums of money debited to the Bombay agent of the firm in the books of Hurree Bhuktee were selected; and it was determined that a plausible story should be invented to connect your memorialist's name with those entries.

32. This project was no sooner conceived than its execution was commenced. The very day following that on which Jeyram's invaluable information was recorded, Joteshwur, the Bombay agent of the firm, was interrogated as to the way in which he had appropriated the sums of money remitted to him while he was in Bombay. He proved at first a very impracticable witness; all the attempts made to make him depart from the truth were in vain; but at last, having been induced to surrender his conscience, he was instructed to state that it was at your memorialist's instigation that Baba Nafuda deputed him to Bombay in July or August 1848.

33. That the value of this statement might not be lost, the goomastas Lulloo and Bhugwan were, of course, brought forward to corroborate its perfect truth and accuracy; yet, as if this were not enough to blacken your memorialist's character, the petition-writer Jeyram, in zealous furtherance of the designs of his employers, again appeared in person, and with well-assumed reluctance modestly offered to prove that your memorialist had boasted that he enjoyed the patronage of the Honourable Mr. Reid. Under the stimulus of some mysterious agency, Jeyram's memory and intelligence were now exhibited in a very remarkable manner; he found no difficulty whatever in recognising persons with whom he had no acquaintance, and whom he, as he alleged, had seen only once at your memorialist's house 21 months prior to the time at which he made his deposition. Their residences in the town were unknown to him, yet his sagacity was

was such, that he succeeded in discovering them after a brief search of a few days. This satisfied Colonel Outram that no collusion could have existed between Jeyram and the witnesses, as otherwise, Colonel Outram imagined, he would have produced them immediately, and not have had the trouble of going in search of them.

34. After having proceeded thus far in getting up a case against your memorialist, Colonel Outram forwarded to the Bombay Government a remonstrance relative to their decision, communicated in Mr. Chief Secretary Malet's letter of the 12th January 1849, and at the same time he made a report to them on the petition bearing a fictitious signature, that had been referred to the Residency; yet he appears to have said nothing about the bribery matter, thinking, probably, that the evidence with which it was attempted to be proved was not so convincing as it ought to be. Some time elapsed before anything further was done, owing probably to the absence of Baba Fudkeh, who had proceeded to Bombay; but upon his return to Baroda, and on the arrival there about the same time of the Judicial Commissioner, Mr. Grant, this gentleman's sheristadar, or clerk, was employed to examine some of the witnesses on oath a second time; and having confirmed their former statements made on the 1st of August 1850, they, from the fear of incurring the penalties of perjury, were prevented from subsequently stating before the Commissioner, Mr. Frere, the illegal and extraordinary means used to make them give the false evidence which they gave at the Residency.

35. The formidable preparations, as above briefly sketched, made by Colonel Outram for a twelvemonth before he commenced his prosecution of your memorialist, were well calculated to prevent your memorialist from indulging any hope that he would be able, by any single efforts of his own, to obviate the mischievous bias which had been created against him, and by which he was, as it were, prejudged and condemned as a culprit, whose guilt could not admit of any doubt. All who had any expectations of gaining the special favour and good-will of the Residency authorities, presented themselves, and displayed the greatest zeal and alacrity in gathering from every quarter such information as might tally with the views and sentiments of Colonel Outram in regard to your memorialist. With such unscrupulous persons surrounding him, it could not perhaps have been expected that that gentleman, deeply prejudiced as his mind must have been in regard to your memorialist, could have reviewed dispassionately the alleged facts and circumstances laid before him. Of the crowd of witnesses whose testimony was relied on by Colonel Outram, there was not one who had any inducement to tell the truth, or one who had the moral courage to withdraw his allegations in respect to matters of which he could not have had any knowledge; such conduct could not have been looked for in those whose prospects in life depended upon the estimate of their services that might be formed at the Residency. Those witnesses were individuals enjoying the guarantee of the Bombay Government, or servants and dependants of such individuals, or persons in the service of or attached to the Residency. The heads of the English and native establishments of the Residency, as well as the ministers and servants of the Gaickwar's Government, were also ill-disposed towards your memorialist, and were on terms of intimacy with your memorialist's inveterate enemy Baba Fudkeh, in whom Colonel Outram reposed the highest confidence. Consequent also upon the receipt of a letter from Colonel Outram, in June 1851, the Bombay Government addressed a communication to the Gaickwar's Government, enjoining them to render Colonel Outram every assistance in his prosecution of your memorialist; and therefore the members of the Gaickwar's Durbar feared to act in any way contrary to Colonel Outram's wishes, and your memorialist was prevented from obtaining the requisite materials for his defence. For Europeans whose intercourse with natives of this country has been limited, it is a difficult matter to comprehend the servile deference with which inferiors and dependants anticipate the wishes and minister to the caprices of their superiors. It is only necessary for a man in power to manifest a dislike to any individual beneath him in rank or position, when all his subordinates, including even his menial servants, will consider themselves in duty bound to insult and spurn the unfortunate object of their master's disfavour. Acting upon this principle, then, every one who thought it his interest to please Colonel Outram, did not fail to contribute something towards the mass of falsehoods and misrepresentations

representations which were accumulated as the evidence for impeaching your memorialist; and so cleverly were the plots against him managed, that he was left no means of counteracting them, except that of pointing out the inconsistencies and errors committed by their inventors.

36. With regard to the Act of the Legislative Council under which your memorialist was tried, its provisions are not such as to render it likely that an accused party of inferior rank, who may be innocent, can escape when prosecuted by a man in power, furnished with all the appliances which his authority and influence place within his reach. Under ordinary circumstances, when a native subject of your Honourable Court's Indian Government is charged with an offence of a criminal nature, the preliminary proceedings are held before a police magistrate, and the depositions of the witnesses are written at full length in the vernacular language of the district or province. Every opportunity is given to the accused to cross-examine the witnesses, and to sift their evidence before the magistrate; who, having completed his inquiry, either commits the case to the session judge, or dismisses it, if there should be no grounds for committing it. The magistrate cannot afterwards meddle with the case, or take any fresh evidence relating to it. The accused person, supposing that he is committed for trial before the Session Court, having thus obtained a clear knowledge of the accusation upon which he is to be arraigned, is fully prepared to enter upon his defence. None of the above advantages, however, were extended to your memorialist. The office of the police magistrate, instead of being deputed to some officer unconnected with the matters to be inquired into, was assumed by the prosecutor himself, and he examined the witnesses, and took their depositions, not in presence of your memorialist, but in his absence. Your memorialist was never confronted with them until his trial commenced before the Commissioner, and then your memorialist found it extremely difficult to cross-examine them on points on which it was evident that they had not told the truth; for when any witness appeared inclined to explain or deny any reckless assertions made by him before, the Commissioner immediately reminded him of the contents of his deposition; and this hint as to the consequences of deviating from it, was enough to deter him from saying more than what might confirm his previous statements. The prosecutor, Colonel Outram, sat near the Commissioner; and your memorialist's ignorance of the English language, and his inability to incur the expense of employing a qualified English advocate to conduct his defence, and remonstrate against any irregularities he might discover in the procedure of the court, were circumstances of great disadvantage to him. Your memorialist could not even attempt to check the impetuous declamations of Colonel Outram before the Commissioner. Your memorialist was obliged to submit patiently to hear that gentleman assert repeatedly, that the Gaickwar's Durbar and its principal officers, and the people of Baroda, were your memorialist's partisans, and that your memorialist had boasted that the Commissioner's brother being his friend, he had nothing to fear from the inquiry into his conduct. Not content with making these unfair remarks, Colonel Outram also unjustly accused your memorialist of trying to gain over the witnesses for the prosecution during their examination by making signs to them, although the Commissioner before whom they were examined could not detect any such impropriety on the part of your memorialist. According to the Act under which your memorialist was tried, three days' time only is allowed to the accused party to prepare for his trial, after having been furnished with a copy of the charges against him, and a list of the evidence to be adduced in support of them. Assuming the entire innocence of the accused party, what materials can he possibly collect within so short a period to prove that he is innocent, when the charges against him are numerous, and of the most serious nature? Moreover, why should there take place any inquiry at all pretending to partake of the solemnity and strict legality observed in ordinary courts of justice, when the prosecutor is permitted to lengthen the trial in order to get up further evidence, no time being allowed to the accused to rebut it; and that, too, after the defence of the accused has been received and filed. These are features in your memorialist's case that he trusts your Honourable Court may deem worthy of your best attention and consideration; yet your memorialist would not be understood to inveigh against the constitution of the court by which he was tried. As before represented, your memorialist never for a moment doubted the honourable integrity

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integrity and uprightness of the Commissioner who presided in it; still, unfortunately for your memorialist, the circumstances above represented, coupled with the fact of his having being tried at the capital of a native prince where the authority and influence of his prosecutor were paramount, were altogether so prejudicial to your memorialist, that he could do nothing to clear himself from the serious and unfounded imputations with which he was assailed. Relative to the above subject, your memorialist addressed a petition to the Government on the 18th October 1851, through the medium of the Commissioner, Mr. Frere; yet your memorialist's representations met with no consideration whatever from the Government of Bombay.

Appendices (C.) and (D.)

37. A transcript of the several charges preferred by Colonel Outram against your memorialist, and of an extract from the letter of the Chief Secretary to the Bombay Government, conveying the decision upon the report of the Commissioner, form accompaniments to this memorial. The First Charge, containing four counts, accused your memorialist in substance of having given false information in reference to the case of a banker's widow, named Joitabaee, and of having otherwise misled the officiating Resident, Captain French. Of this charge, the Bombay Government acquitted your memorialist; but of the offence mentioned in the next charge they found him guilty. It accused him of having allowed a false claim of nearly three lacs of rupees, set up by one Baba Nafuda against one Govindrow Gaickwar, to be prosecuted in the Resident's office, without your memorialist having informed the Resident (Colonel Outram) of the injustice of that claim, and with having culpably withheld documents in his custody that proved its unjust nature. The Third Charge imputed to your memorialist a betrayal of trust, in the case of the Pagadar Gorajee Pol. Of this offence your memorialist was acquitted by the Bombay Government, but your memorialist's conduct was declared to be open to animadversion. The Fourth Charge accused your memorialist of having received a bribe of 20,000 rupees in the case of Bheema Shunkur Gungadhur Shastree *versus* Hurree Bhuktee. Of this offence your memorialist was acquitted by the Bombay Government, on the ground that the evidence recorded was insufficient to convict him, but they declared that considerable suspicions in this matter attached to him. By the Fifth Charge your memorialist was accused of having received a bribe of 28,070 rupees from Baba Nafuda, in the case of the above-named Joitabaee, in regard to which the Government decision was the same as that on the fourth charge. The Sixth Charge accused your memorialist of having caused Baba Nafuda to depute an agent from Baroda to Bombay, for the purpose of bribing the Honourable Mr. Reid, one of the members of Council; and the Seventh Charge stated that your memorialist had at various times made an improper and unauthorised use of the same gentleman's name, and encouraged the belief at Baroda that your memorialist enjoyed his support and confidence. Of both those charges the Bombay Government fully acquitted your memorialist.

38. Having declared your memorialist guilty, as above stated, of the second charge, and having acquitted him of the remaining six charges preferred against him by Colonel Outram, but expressed doubts relative to two of those charges, and animadverted on his conduct with respect to one charge, the Right Honourable the Governor in Council ordered your memorialist's dismissal from the situation of dufturdar of Ahmedabad. In this memorial, therefore, your memorialist respectfully proposes, first, to direct your Honourable Court's attention to what he has to represent in regard to the oral and documentary evidence, as well as the various circumstantial matters adduced by Colonel Outram in support of his prosecution on the second charge; and afterwards your memorialist will endeavour to vindicate his conduct, and to show that no grounds existed for the grave though undefined suspicions with which it has been regarded by the Bombay Government, in reference to four of the remaining six charges.

39. With respect to Colonel Outram's second charge, accusing your memorialist of having allowed a false claim of three lacs of rupees to be prosecuted in his office by the firm of Hurree Bhuktee against Govindrow Gaickwar, there existed a bond, executed by Govindrow Gaickwar for the amount borrowed by him from the firm of Hurree Bhuktee, and to it there appeared the attestations of Mr. Williams, a former Resident, and Mr. Malet, the Assistant Resident. In order

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order to recover that amount, the representative of the firm presented a memorandum to the late Resident, Mr. Boyd, in the year 1842, requesting payment of what was due, the same being set down at about 1,27,695 rupees, including interest. Thereupon, Mr. Boyd, on the 10th April 1842, wrote to the Government, informing them that their claims against Govindrow had been satisfied, and requesting their permission to apply to the liquidation of the debt due to the firm of Hurree Bhuktee the same portion of his allowance, namely one-third, that had hitherto been assigned to the payment of the Government claims. The Government having granted the permission thus solicited, the arrangement was made accordingly, and the representative of Hurree Bhuktee's firm regularly received the instalment assigned to him.

40. On the 6th of July 1848, Colonel Outram received from the firm of Hurree Bhuktee a communication, in which they asked for the payment to them of the instalment due to them for that year. Your memorialist then represented that the principal sum, 32,002 rupees, had been paid off; that it did not clearly appear how much more the firm should receive, and that it would consequently be necessary to write to Government on the subject. Colonel Outram thereupon stopped the usual payment to the firm, and asked for their accounts. In compliance with this request, a memorandum was received from the firm on the 5th of August 1848, forwarding two accounts, the aggregate of which, including compound interest, amounted to the sum of *Rs.* 3,03,130. 9. 9., which was stated to be that of the claims of the firm of Hurree Bhuktee against Govindrow Gaickwar. The above sum was said to have accrued on two bonds, one being for 13,001 rupees, bearing the indorsement of Mr. Malet, Assistant Resident, under date the 21st October 1830, and the other for 10,001 rupees, consisting of two items, namely, 9,000 rupees, the amount of a former bond, and 10,001 rupees, the amount of a new loan, and to which bonds the signature of Mr. Williams appeared to have been attached on the 27th of the same month.

41. In support of his charge, above recited, in the matter of Govind Row Gaickwar's accounts with Hurree Bhuktee's firm, Colonel Outram produced a memorandum which your memorialist drew up at his desire, giving an abstract of the accounts presented by the firm, and pointing out in two or three places the fact of the firm having calculated compound interest, although no stipulation to that effect appeared in the bonds. Your memorialist must here again advert to the letter of Mr. Chief Secretary Malet, already quoted by him, and which he will have occasion repeatedly to quote throughout this memorial. There are five paragraphs of that letter, containing so clear a vindication of his conduct in regard to the matter of Hurree Bhuktee, that your memorialist cannot do better than use them as a preface to the explanations which he is about to offer to your Honourable Court on the same subject. In the 29th paragraph, Mr. Chief Secretary Malet, alluding to the charges brought against your memorialist by Colonel Outram in 1848, in reference to the above matter, gives the following analysis of them:

" 29. The charges against Nurso Punt, arising out of the case of Govindrow Gaickwar's debt to the firm of Hurree Bhuktee, are,—

" 1st. That a report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2); and in Colonel Outram's words, para. 6, he neglected to 'point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is.'

" 2d. That he did not produce, or allude to the accounts marked (E.) and (G.), which had previously been given in by the sowkar."

42. And here your memorialist earnestly begs your Honourable Court's careful perusal of the opinion expressed by the Bombay Government in 1848 on the above-mentioned report (B.) furnished by your memorialist to Colonel Outram, and a true translation of which accompanies this memorial. That opinion is embodied in the following paragraph of Mr. Chief Secretary Malet's letter:

Appendix (E.)

" 30. Nurso Punt's report (B.) is, I am desired to observe, simply a statement of the facts of this case. It does not appear that in it he committed himself to

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a single opinion. It therefore by no means bears the character that the Resident has given to it (para. 2), as embodying Nurso Punt's views on the demand. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In answer to the first question in his examination of the 31st August (D.), Nurso Punt observes that he was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment."

43. Notwithstanding the view taken of your memorialist's report by the Bombay Government, as above shown, Colonel Outram, in his address to the commissioner, Mr. Frere, characterised it as follows: "A more cleverly cunning report than this it were difficult to conceive." Colonel Outram then went on to say, that your memorialist had omitted to draw his attention to various circumstances connected with the bonds produced in support of the claims of Hurree Bhuktee's firm, and assumed that those circumstances must have presented themselves to the mind of your memorialist, when he was preparing his report to lay before him. Your memorialist will, therefore, now endeavour to show your Honourable Court, that the omissions attributed to him by Colonel Outram, with the exception of one omission, did not really occur; and that the only omission which did occur on his part, namely, his having omitted to notice in his report the omission of the date of a certain bond, was not of that culpable nature to render him liable to the imputation of fraud and dishonesty.

44. The principal omission with which Colonel Outram charged your memorialist was, that your memorialist in his report failed to express his opinion that the firm of Hurree Bhuktee should not be allowed more interest than a sum equal to the principal. But a reference to your memorialist's report will clearly satisfy your Honourable Court on this point, for your memorialist did object to the firm being allowed compound interest; and this objection of your memorialist reduced the claim by lacs of rupees. The difference between simple and compound interest on the loan of 13,000 rupees was about 43,000 rupees; and that between simple and compound interest on the sum of 9,000 rupees amounted to 1,59,000 rupees. Thus the rejected portion of the original amount of three lacs amounted to about two lacs of rupees; and agreeably to the stipulation in the bond for the item of 10,000 rupees, the firm calculated compound interest thereon. Your memorialist merely gave an abstract of their accounts, but gave no opinion as to how their claims should be settled. In the answers, however, subsequently obtained from your memorialist to certain interrogations put to him by Colonel Outram, he stated his opinion that the amount of interest to be allowed should be equal to the principal; and your memorialist did not for a moment suppose that Colonel Outram could be ignorant of the regulations of Government, and of the orders of your Honourable Court, according to which compound interest is not allowable on any such claim. Adverting to your memorialist's examination by Colonel Outram, Mr. Malet, in the 31st para. of his letter writes:—

"In this translation (D.), his (*i.e.*, your memorialist's) opinion on the transactions are to be found. He would at once unravel the intricate knot, by giving as interest only a sum equal to the amount of the principal, an opinion in which, on a careful consideration of the case, Government has concurred, as intimated to you in my letter of the 15th ultimo, No. 5249; and after this it is quite unnecessary to go further to decide on his connivance at a fraud, or his collusion with the firm, since this fact at once acquits him of all participation in the injustice which the firm may have desired to perpetrate."

45. The next important omission of which Colonel Outram complained was, that of no notice having been taken by your memorialist of the fact, that in the item of 9,000 rupees mentioned in the new bond taken by Hurree Bhuktee's firm for 19,001, the date of the former bond referred to therein was not specified. This forgetfulness, which did occur on the part of your memorialist, was most probably owing to your memorialist having concluded that, in accordance with the well-known principle applicable to cases, such as the one he had to deal with, the best mode of settling the claim for compound interest was to allow an amount equal to the principal; and that as the firm of Hurree Bhuktee would not be entitled to anything more, the matter did not require any minute scrutiny. In this instance, however blameworthy your memorialist's forgetfulness may have been considered, there was no ground, your memorialist humbly conceives, for

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constraining it as a proof of deliberate culpability, and of a design on his part to commit a fraud; since, fortunately for your memorialist, an extract from the account books of the firm was produced before the Commissioner, and it was found to agree with the old bond for 9,000 rupees.

46. Colonel Outram stated as another omission on the part of your memorialist, that as interest on the item of 9,000 rupees, forming a portion of the amount demanded by the firm of Hurree Bhuktee, was calculated at a higher rate by three per cent. than it was in the accounts furnished by that firm in 1842, your memorialist neglected to bring those documents to his notice, and in fact culpably withheld them from him, since your memorialist made no allusion to them in the report which he drew out for him; yet that a few days afterwards your memorialist did produce them. With regard to those documents, your memorialist begs to state, that a memorandum was received in 1842 from the firm of Hurree Bhuktee, claiming from Govindrow Gaickwar the sum of *Rs.* 1,27,695. 14. 0., and requesting payment of this amount to be made. The late Mr. Boyd recommended to the Bombay Government that it should be paid; and their sanction to this effect was obtained and communicated to Govindrow Gaickwar. The claim of the firm was accordingly recognised, as it were, by Mr. Boyd, and payments were made to the firm regularly. If it be said, then, that your memorialist designedly withheld the above document, it may be asked, how he could have served the interests of the firm by doing so? On the contrary, its absence was detrimental to them, since it specified compound interest at 9 per cent., to which it appeared that no objection was made in the time of Mr. Boyd; and although the memorandum of 1848 received from the firm claimed 12 per cent. compound interest, yet this was objected to by your memorialist in his report furnished to Colonel Outram, and thus the whole claim was reduced by lacs of rupees, as already stated by your memorialist. The above-mentioned document of 1842, although it was subsequently found, and came into the possession of Colonel Outram, yet he stated before the Commissioner that it was lost, but how this could have happened, your memorialist cannot imagine; for the greatest care appears to have been taken of it by the assistant resident, Mr. Battye, and by Soorujram, the native agent, who succeeded your memorialist; and your memorialist is inclined to think that his enemies, having found it would not answer their purpose to produce it, contrived to prevent its being produced. Notwithstanding Colonel Outram's confident assertion that your memorialist withheld the above document, no attempt was made by him to produce any evidence to prove that such was the case.

47. With regard to this portion of Colonel Outram's second charge, your memorialist hopes he may be pardoned for again referring to Mr. Chief Secretary Malet's letter of the 12th January 1849, before directing your attention to the further remarks and statements which he is about to offer. Your Honourable Court will remember that, in 1848, Colonel Outram charged your memorialist with having withheld the above documents; and adverting to this imputation, Mr. Malet, in the 32d and following paras. of his letter, says:—" On the second charge, Nurso Punt admits that the documents (E.) and (G.) had been received in the office at the periods of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844), had escaped his memory. He gives a detailed account of the search being made for its discovery, and that of the memorandum of 1842; and he attributes the difficulty of finding them to the impossibility with the existing establishment of keeping the duftur in proper order, and registering all the documents received.

" 33. This story is plausible. The question is whether it is true. Colonel Outram (para. 5) admits the possibility of its being so; but he took no steps to ascertain the fact. There is no examination of the karkoons as to the circumstances of the search, and no explanation whether the duftur is in the state alleged, and whether from the inefficiency of the establishment it is necessarily so.

" 34. Government has before it the bare fact that the documents were missing, and were subsequently discovered. Were there the slightest grounds for suspecting collusion between Nurso Punt and the firm? His Lordship in Council could not hesitate to view it with some suspicion. But the only known circumstance

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stance bearing on this point at all, viz., his suggestion that no interest should be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

"35. Under these circumstances, and considering the high and honourable character which Nurso Punt has borne, his Lordship in Council has no hesitation in expressing his belief of his statement, and cannot think that such a want of memory as he has unfortunately displayed should of itself suffice to brand him with ignominy, and to neutralise the merit of a long and unblemished service."

With reference to what is stated in the concluding part of the above para. 32 and in the following para., your memorialist begs to observe that his statement as to the insufficiency of the office establishment was fully borne out subsequently, from the fact of the Government having sanctioned the expenditure of a large sum monthly to obtain the necessary assistance to arrange the records; and in 1850 this measure was carried out by Colonel Outram himself.

48. In proof of your memorialist's misconduct in the matter of the claims of Hurree Bhuktee's firm, the principal documentary evidence adduced by Colonel Outram was, that of your memorialist's report (B.) furnished to that officer, by whom it was forwarded to the Bombay Government, and commented upon by them, as will have been seen from the extract given from Mr. Chief Secretary Malet's letter, in para. 48 of this memorial. From questions which were put to the Assistant Resident, Lieutenant Battye, and the Residency head clerk, Mr. Hycoop, who were both witnesses on your memorialist's trial before the Commissioner, your memorialist first learned that the English version of his report was an incorrect one. As that incorrect version, however, was used in evidence against your memorialist, he thinks it proper to trouble your Honourable Court with a few observations on the discrepancies which he discovered between it and the original. In the 7th para. of the original, it was stated that compound interest on the sum of 10,000 rupees was agreed for in the bond. But in the translation, the words, "the sum of ten thousand," written in the original, were omitted. Colonel Outram was therefore led to remark that those words, which in the draft of your memorialist appeared in the handwriting of the head karkoon, named Narayenrow, had been subsequently interpolated, and were not in it when it was translated. In your memorialist's draft, however, the handwriting of Narayenrow appeared not only in one place, but in several places. At the time your memorialist drew out the document, he left in it several blank spaces, which required to be filled up with the English years corresponding with the Hindoo years, and with the dates and numbers of papers referred to by your memorialist; also with the rates of interest specified in the bonds, and the English indorsements thereon, &c.; and your memorialist got Narayenrow to fill up those blanks, and in some parts the spaces left being insufficient, he was obliged to make interlineations. Subsequently, the same karkoon took the paper to the Residency clerk, Mr. Hycoop, and got him to make an English translation of it, and your memorialist is quite unable to suggest any reason for the omission of the above words by the translator. But your memorialist begs solemnly to declare that there was no truth whatever in the allegation that those words were interpolated in the original subsequently to its having been translated. It might as well have been asserted that the words, "in the latter part of which" (*i. e.* of the bond) that were written by the translator in his translation, but were never in the original, were also subsequently expunged from the latter. By what authority the translator used those words your memorialist could not discover, while they gave to his report a meaning directly contrary to what he intended it should have. In short, the translation of your memorialist's report was inaccurate, not only with respect to the above, but many other important particulars; and your memorialist regrets that he is not in possession of a copy of the translation, as he would then have been enabled to point out to your Honourable Court, more distinctly and intelligibly than he can now do, the various discrepancies between it and the original. Yet upon that inaccurate and false translation a serious charge of fraud was prepared against your memorialist by Colonel Outram, who never once thought it of any importance to have the translation collated with the original by a qualified and competent translator, before using it as evidence before the Commissioner. Your memorialist does not know what opinion the Commissioner recorded in regard to the translation

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lation of the report, and your memorialist cannot therefore say what reliance was placed on it; but he begs to observe, that if it be said that he fraudulently interpolated the original draft after the translation was made, then, moreover, since it was in his possession, what was there to prevent his having had a fair copy made of it, and substituting it for the rough draft, which he might have torn up? Yet nothing of this kind occurred, since your memorialist's original rough draft itself was found among the records of the Residency office.

49. In order that your memorialist might be deprived of his chief means of defence, consisting of his report, that defective and erroneous translation of it was produced by Colonel Outram to prove that your memorialist's representation therein of the terms of the bond for 19,000 rupees was such as to imply that the item of 9,000 rupees was intended to bear compound interest. But from the extraneous expression, namely, "in the latter part of which," used by the translator, it clearly appeared that he meant that the relative pronoun "which" should refer to the item of 10,001 rupees, and not to the bond; though from carelessness, or, perhaps, as your memorialist is advised, an imperfect knowledge of the rules of English grammar, he was unfortunately wanting in perspicuity in rendering that critical part of the original paper. At all events, the above phrase could not have occurred to him, unless, on finding it difficult to render correctly the text before him, he looked at the bond itself, and found that in the latter part of the item of 10,001 rupees a stipulation was made for compound interest, otherwise your memorialist cannot surmise how the use of those words by the translator is to be accounted for. How very improbable is it that your memorialist should have contradicted himself in one and the same place, as would appear by the translation produced by Colonel Outram. If your memorialist were of opinion, as was attempted to be shown by that gentleman, that by the expression, "according to the bond in your possession," it was meant that the item of 9,000 rupees should bear simple interest at 12 per cent., how could he venture to apply to the old item also the widely different stipulation, which was strictly applicable to the new loan exclusively? Out of two opposite stipulations, viz., one for 12 per cent., simple interest, and the other for nine per cent., compound interest, your memorialist was not represented to have made one applicable, but to have made both contribute, to the formation of a new rate, viz., 12 per cent. compound interest for the old item. Your memorialist leaves your Honourable Court to judge whether a calculation so tortuously absurd could be attributed to your memorialist, whom Colonel Outram had characterised as possessing an extraordinary amount of shrewdness and cunning. But if your memorialist could have ventured to make such a calculation in regard to the interest on the sum of 9,000 rupees, why should he have hesitated to recommend nine per cent. compound interest for the sum of 13,001 rupees, as drawn out in the accounts produced by the firm. It would be tedious to your Honourable Court to follow your memorialist further in his illustrations of the inconsistencies committed by Colonel Outram in his comments on your memorialist's statement as to the accounts produced by the firm of Hurree Bhuktee. Your memorialist will therefore only further observe on this point, that in his report furnished to Colonel Outram, your memorialist not only referred to the bonds, English translations of which accompany this memorial, but quoted their terms, and laid those documents before Colonel Outram. Under those circumstances, was it likely that your memorialist, supposing he were fraudulently inclined, would have had the hardihood to misquote them, and thus insure his immediate detection? Your memorialist hopes, therefore, that due weight may be given by your Honourable Court to the above facts relative to the report which he drew up for Colonel Outram, and upon which, or rather upon an incorrect English version of which, that officer based his charge of fraud against your memorialist. Appendix (F).

50. The principal witnesses who were produced by Colonel Outram to give evidence against your memorialist on that charge were the karkoons employed in the Residency office. Your memorialist need hardly remark, that those men made their statements before the Commissioner under the fear of being dismissed from their situations, if what they stated should not happen to agree with Colonel Outram's preconceived ideas regarding the matters which they were called upon to depose to. It should also be remembered that their depositions were taken three years subsequently to the occurrences relative to which they were examined. It

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cannot be supposed, therefore, that their recollection of those occurrences was as vivid as it might have been, had they been asked to relate them immediately after the time at which they took place. Your Honourable Court is aware that the most truthful and disinterested witnesses are liable to err in their testimony, when required to relate matters which may not have been of such a nature as to have made any particular impression on their minds at the time of their occurrence, and which, from the lapse of so considerable a period as three years since they happened, may have been partially forgotten. But the witnesses above alluded to were, moreover, disinclined to state the whole of what they knew. They apprehended that by telling the truth they should implicate themselves, since Colonel Outram had already taken their depositions during your memorialist's absence, and they could not therefore, with impunity, contradict those depositions before the Commissioner. In proof of what your memorialist here states, he begs to remark that Colonel Outram suspended, and subsequently dismissed, the head karkoon, Narayenrow, because what he stated did not agree with his (Colonel Outram's) ideas; and he also dismissed three other karkoons on the alleged ground that they had leagued with your memorialist. One of the karkoons, named Bajaba, was decidedly inimical to your memorialist. He was attached to the party of your memorialist's adversary, Venack Moreshwur Fudkeh, and had also conceived a grudge against your memorialist, who, when he was native agent, having found him deficient in ability, appointed another karkoon, named Hurree Punt, to supersede him in the Residency office. Bajaba, having charge of the inward and outward correspondence, was responsible for the various papers and documents being kept under their proper heads. But this duty it appears that he did not strictly perform; and although he eventually found the papers which Colonel Outram accused your memorialist of having withheld from him, yet Bajaba in his evidence denied having found them, and having given them to your memorialist. But his evidence even was favourable to your memorialist. Although, as your memorialist has been assured, he has since expressed his remorse at having perjured himself, yet he, as well as the other karkoons, when cross-examined by your memorialist, admitted that the documents were registered in the books, and that they were searched for among the records. The karkoons also declared in their cross-examination by your memorialist that your memorialist never deposited in, nor abstracted any document from the roomals, or budgets of papers kept in the office, but always got them (the karkoons) to procure for him such papers as he required for reference; that no official paper was ever taken away by your memorialist from the office to his private residence; and that he often entrusted the key of the office to them (the karkoons) whenever they had to attend earlier, or to remain later, than him, in order to expedite their work.

51. Colonel Outram repeatedly remarked before the Commissioner, that in the bond for 19,001 rupees, dated Kartick Sood, 14th Sumwut 1887, where the amount of 9,000 rupees was entered as an old debt, in accordance with a former bond, the date and rate of interest of that bond were not specified, and that the bond dated Magh Wud 5th, Sumwut 1876, for 9,001 rupees, stipulating interest at one per cent., produced by the firm of Hurree Bhuktee as that former bond, was not genuine; because in the new bond the debt was stated to be 9,000 rupees, whereas the amount of the former bond was 9,001 rupees, and that, therefore, if that bond were the one referred to in the new bond, the unit 1 in the amount would not have been omitted; that since the date of the former bond and the rate of interest were not specified, the sum of 9,000 rupees must have been the balance of a former adjusted account, and that it had no reference to the former bond. Colonel Outram further asserted, that notwithstanding this, the firm having brought forward the bond of Sumwut 1876, calculated the interest from that period at the rate of one per cent. per annum, as therein specified, and that your memorialist neglected to bring to his notice this attempt at fraud on the part of the firm. But in answer to this imputation, your memorialist begs to reiterate what he stated to the Commissioner, namely, that in the bond for 19,001 rupees, that sum was described as the principal, and the details brought out as quoted below:

"Your

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	Rs.	*a.*	*p.*
"Your former debt, the bond for which is with you, according to that - - - - - - - - - - -	9,000	–	–
"Principal now received on Kartick Shood 14th, the stipulation of interest for which is at the rate of 12 annas per cent. per mensem, the principal and interest to be liquidated without remission, on the condition of the interest (*i. e.* compound interest) being calculated every 12 months - -	10,001	–	–
Rs.	19,001	–	–"

52. Different terms being thus specified for the two sums, it was stated in the concluding part of the bond as follows: "I will pay first, the total amount of 19,001, as above stipulated, on my arrangements being effected." No such doubt, therefore, as that entertained by Colonel Outram, occurred to your memorialist, nor is your memorialist even now prepared to admit the construction which he attributed to the bond in respect to the sum of 9,000 rupees, because, if the fact had been as maintained by Colonel Outram, this sum would have been set down as the balance due on account of the old bond; or if no interest were chargeable on this sum, this would have been stated in the entry, and the former bond, though not returned, would in that case have been mentioned as cancelled, consequent upon the new bond having been executed; but in the latter no such statement appeared. Without any rate of interest being specified, a reference to the old bond is made in these words: "According to the bond in your possession." Moreover, in the 12th para. of Colonel Outram's letter of the 31st August 1848, to the address of the Bombay Government, he admitted that the bond attested by the late Mr. Williams certainly implied 12 per cent. per annum interest (or one per cent. per mensem); and from this it was clear that Colonel Outram then believed the reference to the old bond in the item of 9,000 rupees, bore the very same construction as that which your memorialist put on it; while, for the fresh loan only, is a rate of interest stated. And in the Memorandum (E.) received from Hurree Bhuktee's firm in 1842, and alleged to have been suppressed by your memorialist, the account of the interest is drawn out from Sumwut 1876, on 9,000 rupees. In short, it clearly appeared, that as 9,000 rupees of the sum of 19,001 rupees had been already received, the amount was accordingly included in the new bond; and as it is contrary to the custom of native bankers to let the last figure of a sum in a bond be a cipher, a one was added to the amount of the new loan.

53. There was no evidence whatever produced by Colonel Outram to show that the bond of Sumwut 1876, for 9,001 rupees, was a forgery; and fortunately for your memorialist, the extracts made from the account books of the firm, recorded in the evidence taken, proved the genuineness of the bond. Colonel Outram could not disprove the identity of the bond as that for the sum of 9,000 rupees included in the bond for 19,001 rupees, nor did he succeed in showing, by the account books of the firm, that there were any other pecuniary transactions between the Sumwut years 1876 and 1887, relative to which those bonds could have been passed. All the doubt that he attempted to create against its identity was that which he suggested in respect to the omission of the unit 1, in the entry of the sum of 9,000 rupees, in the new bond for 19,001 rupees. In regard to this point, he produced the evidence of some of the heads of the principal firms in Baroda. Their evidence, your memorialist begs to remark, was not sufficiently explicit. Their incompetency to give an opinion on banking affairs was notorious, since the management of their firms is not carried on by them, but invariably by experienced moonims and goomastas, or managers and clerks. These would have been the proper persons to whom Colonel Outram should have referred; and to show your Honourable Court how different their evidence would have been from that of their inexperienced masters, your memorialist has taken the liberty to append to this memorial a translation of the original Goozeratee answers given to certain queries put by Colonel Outram, through the medium of the Gaickwar's Durbar, during your memorialist's absence, to some of the representatives of the chief firms in Baroda, on most of the points on which the bankers were examined during your

Appendix (G.)

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memorialist's trial before the Commissioner. It will be perceived that those representatives were members of a committee of moonims, and goomastas, and other persons, whose opinion is recorded in that paper. Your memorialist does not know whether that document was ever forwarded to the Bombay Government; but the reason why it was kept back during your memorialist's trial before the Commissioner, was sufficiently evident to require any explanation, since its contents were entirely opposed to the preconceived view of Colonel Outram. Your memorialist is well assured, that if inquiries had been made of other bankers at other places than Baroda, their answers would have been entirely in favour of your memorialist, and agreeably to the argument on this head, set forth in the written defence given by him to the Commissioner, in regard to the second charge.

54. In submitting to your Honourable Court the foregoing observations, relative to the accounts and bonds produced by the firm of Hurree Bhuktee, your memorialist should not be understood as in any way advocating the justice of the claim put forward by that firm. Having been accused of omitting to represent the contents of the documents tendered in support of that claim, and according to the fiat of the Bombay Government convicted of that offence, your memorialist, in self-justification, has considered it necessary to describe in this memorial the inconsistent arguments of Colonel Outram, founded on his mistaken impressions concerning the contents of the report drafted by your memorialist for his information.

55. The gist of Colonel Outram's charge against your memorialist, in regard to the claim preferred by the firm of Hurree Bhuktee, for payment of the sum alleged by them to be due by Govindrow Gaickwar, was comprised in his assertion, that your memorialist intended to commit the fraud which he imputed to him, for the benefit of your memorialist's relative, Baba Nafuda, who was the representative of that firm. Your memorialist denies that Baba Nafuda is his relative. The term relative is only applicable where ties of consanguinity exist. No such ties exist between your memorialist and Baba Nafuda. Your memorialist begs, therefore, to direct your Honourable Court's attention to the accompanying extract from your memorialist's defence before the Commissioner on the first charge, from which your Honourable Court will perceive that Baba Nafuda is only connected by marriage with a relative of your memorialist. But if Baba Nafuda even were a blood relation of your memorialist, that circumstance would not, your memorialist apprehends, afford a decisive proof of your memorialist having on that account been induced to commit a fraud for his benefit. Your Honourable Court may be aware that near relationship among Hindoos is not always productive of sincere amity or affection. On the contrary, an unnatural enmity very often extinguishes the warm affections which should exist between relatives, and leads a reciprocal estrangement, much greater than that which separates men whose disagreements are those of friends and acquaintances only. Colonel Outram was also entirely wrong in mentioning, in his second charge against your memorialist, the name of Baba Nafuda, and stating that he had brought a false claim for three lacs of rupees into the Resident's office, since the claim was not that of Baba Nafuda himself, but of the firm of Hurree Bhuktee, of which Baba was only manager, having no stake or interest therein; and Colonel Outram should not, therefore, have framed his charge in the above manner. Baba Nafuda was merely a salaried servant of the firm; and although he has now been dismissed, and, through the intervention of Colonel Outram, a new moonim or manager has been appointed, yet if the latter were called upon to furnish an account of the firm of Hurree Bhuktee with Govindrow Guickwar, your memorialist is confident that it would not differ in the least from that furnished by Baba Nafuda, and which was characterised by Colonel Outram as fraudulent. The claim, your memorialist begs to repeat, was solely that of the firm of Hurree Bhuktee, and not of Baba Nafuda himself; yet Colonel Outram made it incorrectly appear in his charge, that that claim was advanced by Baba Nafuda, and this error was noticed by the Commissioner, and corrected agreeably to the provisions of Act XXXVII. of 1850.

Appendix (H.)

56. Your memorialist has laid before your Honourable Court all the principal remarks which have occurred to him in regard to the injustice of his conviction by the Bombay Government, on the evidence adduced by Colonel Outram in

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support of his second charge against your memorialist. Your Honourable Court cannot fail to observe that that evidence was not of so unexceptionable a nature as to leave no doubt to be entertained that your memorialist was guilty of a fraud. Your memorialist trusts that your Honourable Court will consider what dependence should have been placed on the incorrect version of your memorialist's report furnished to Colonel Outram; how far he was correct in his surmises and reasonings on its contents, such as they were, differing as they did from the text; whether implicit belief could be accorded to the statements of the Residency karkoons, who were apprehensive of losing their situations if they gave their testimony truly and unreservedly, or contrary to their former depositions taken in your memorialist's absence; and whether the evidence of inexperienced bankers having no practical acquaintance with the business of banking, should have been taken and admitted against your memorialist in preference to the evidence of their experienced managers and clerks, whose knowledge of such matters is unquestionable.

57. Your memorialist cannot do better than conclude his representation to your Honourable Court, with regard to the above charge, by quoting from Mr. Chief Secretary Malet's letter the following para., containing the sentiments of the Bombay Government in 1849, on the imputations with which Colonel Outram had previously assailed your memorialist's character.

"38. His Lordship in Council feels himself compelled to enter at some length into the charges alleged against Nurso Punt, because, while it is an easy matter and requires but few words to cast imputations on a native servant, and on general considerations to declare him fraudulent and untrustworthy, his relief from such imputations cannot be so summarily effected. The characters of native servants of high rank and standing ought to be objects of the peculiar care of Government, which should not admit of their being assailed lightly or on grounds not shown, after severe scrutiny, to be sufficient."

58. The next two important charges which Colonel Outram preferred against your memorialist were probably intended to nullify the decision of the Bombay Government, and to lead to the inference that there was a connexion between your memorialist and the firm of Hurree Bhuktee, as in those charges he was accused of having received bribes from Baba Nafuda, on two several occasions. Of the above two charges, your memorialist was acquitted by the Bombay Government, but they declared that considerable suspicions were entertained by them in regard to your memorialist's conduct. As before represented by your memorialist, he begs to observe in regard to the above decision, that he is unable to defend himself from suspicions, the grounds for which are not stated. All that your memorialist can do is to endeavour to place before your Honourable Court the whole of the facts and circumstances connected with his prosecution on those two charges, and to leave your Honourable Court to determine whether any ground of suspicion exists against your memorialist. To prove his receipt by your memorialist of the bribe of 20,000 rupees, in the matter of the claims of the firm of Hurree Bhuktee against the sons of Gungadhur Shastree, the following documentary evidence was produced:

1st. A memorandum alleged to have been found among the bundles of papers which were seized in Baba Nafuda's house, and brought to the Residency.

2d. Papers in the handwriting of Bulwuntrow Nafuda produced, in order that his handwriting might be compared with that of the above memorandum, alleged to have been written by him.

3d. A daily cash account, written on a strip of paper, and called panya, and extracts from the account books of the firm.

59. The main features of this case were these. The late Gungadhur Shastree, who was formerly native agent at the Baroda Residency, had a share of four annas in the rupee, in a firm which was established under the name of "Myral Bhuktee," in which were two other partners, namely Parukh Hurree Bhuktee and Gopallrow Myrall; and their business consisted in conducting the potdaree or office of banker to the Guickwar's Government. Some years after the decease of Gungadhur Shastree, a suit was filed at the Residency against his heirs, on the part of Myrall Bhuktee. It went on for 10 or 12 years, and successive reports regarding it were sent to the Bombay Government, who in 1844 directed that it should be referred to arbitration. Accordingly each party having appointed

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appointed arbitrators, they commenced their investigation, which, however, was discontinued by order of Sir R. K. Arbuthnot, on his having assumed charge of the Residency. A reference having been then made by that gentleman to the Government, they in the year 1846 directed that the Punchayet should resume their inquiry. They did so, and in December of the same year the Acting Resident, the late Mr. Andrews, submitted their opinions to the Government, from whom instructions regarding the matter were received; and a report having been sent to the Government by Colonel Outram, their final decision was received in 1849 by Captain French, then Officiating Resident.

60. In 1844, when your memorialist joined the Residency-office, the late Mr. Boyd was Resident. After his decease Mr. Remington was in charge for some time, and he was succeed by Mr. Ogilvie. All these gentlemen being perfectly acquainted with the business of the Residency, never consulted your memorialist, who was a new comer, and not possessed of sufficient information on the various subjects which occupied their attention successively, to be able to render them any assistance. Baba Nafuda was at the time in great favour with the late Guickwar, and was supported in his pretensions by his Highness's minister Gunesh Punt, by whom officers of the Durbar had been appointed as arbitrators on behalf of the firm of Hurree Bhuktee. It was not clear, therefore, what service Baba Nafuda could have expected your memorialist to perform for him, supposing it to be true that your memorialist had accepted a bribe from him; and at the time at which your memorialist was alleged to have accepted the bribe, Becherbhaee Set, the proprietor of the pedee or mercantile house, was alive, and Baba Nafuda was not the sole manager. Disputes had arisen between the abitrators themselves, and soon after they had commenced their labours, Sir R. K. Arbuthnot stopped their further progress as above stated, and his opinion, in the report which he made to the Bombay Government, was not in favour of Parukh Hurree Bhukee. Hence it was extremely improbable that Baba Nafuda should have spent thousands of rupees to bribe your memorialist to bring about this result. If, moreover, the sum of 20,000 rupees had been expended to bribe your memorialist on account of Myrall Bhuktee's arbitration, it would have been debited as on account of Myral Bhuktee, because in the account books of Samul Bhuktee there was a separate account of the former, distinct from that of the potdaree; and since Hurree Bhuktee was Gopallrow Myral's joint partner, he would have made the latter pay a moiety of the above sum, and he would have certainly informed him of its expenditure had this taken place, or have obtained his consent before it was made. But from the documents produced in evidence there was not seen any ground for supposing that the money had been paid and accounted for in the above way.

61. About the year 1847 or 1848, Colonel Outram being then Resident, requested your memorialist to furnish him with a brief statement of the above-mentioned case, and your memorialist having complied with his wish, he made a report to Government in favour of the heirs of Gungadhur Shastree. Your memorialist perfectly recollects that your memorialist's view of the case was in favour principally of Gungadhur Shastree, and in accordance with the principle laid down in the letters received from the Government relative to the claims of the firm. Hence if it were true that your memorialist had been bribed, it is natural to suppose that your memorialist's opinion would have been expressed in such a way as to support the claims of the firm in their integrity.

62. Of the documentary evidence enumerated above, the following is a translation of the memorandum said to have been found among the bundles of papers seized in Baba Nafuda's house.

MEMORANDUM.—SUMWUT 1901.

Cr.	*Rs.*	*Dr.*	*Rs.*
From the firm of Hurree Bhuktee, ready cash, by Hurruy, a servant, Wyshak Shood 6th - - -	20,000	To the expenditure account for the purpose of being paid to Nurso Punt Tatya, ready cash, by Asharam Purbhoodass, paid to him - - - - -	20,000
Rs.	20,000	*Rs.*	20,000

Baba

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Baba Nafuda denied all knowledge of this document. He having been thrown into prison, a guard was placed over his house, and about a fortnight or 20 days subsequently, his papers were seized, put into a cart, and brought to the Residency. No inventory of them was made in the presence of Baba Nafuda, nor when they were brought to the Residency did it appear that any precautions were taken for their security. They were not enclosed in a box, nor were any seals or marks put upon them. In fact, they were deposited loosely in a room, where access could be easily had to them. What then was there to prevent your memorialist's enemies from indulging their malignity by introducing among those papers any document which they might think most suitable to promote their nefarious designs?

63. Witnesses were brought by Colonel Outram before the Commissioner to prove that the handwriting of the above-mentioned memorandum was that of Bulwuntrow Nafuda, and that it exactly resembled the handwriting of the papers written by him, and produced in evidence, as above stated in your memorialist's enumeration of the documentary testimony. Bulwuntrow Nafuda, however, distinctly and positively denied that the memorandum was written by him, and, on a comparison having been made, its handwriting was not found to agree with the handwriting of other papers written by him.

64. In fact, the character of the handwriting and spelling of the words in the memorandum plainly showed that it was written by some Goozerattee who had learned to write Murathee imperfectly. Three witnesses, friends of Venaekrow Fudkeh, did, notwithstanding the above circumstances, depose that the handwriting of the document resembled that of Bulwuntrow Nafuda. This they stated on having compared with it the documents in his handwriting produced in evidence, as mentioned above, yet their statements were not of a convincing nature. Some respectable persons residing in Baroda, when called upon by Colonel Outram to give their evidence, expressed their opinion that the handwriting of the memorandum was not that of Bulwuntrow Nafuda, yet those persons were not summoned to appear before the Commissioner; and had your memorialist summoned them they would not, nevertheless, have boldly given their testimony before the Commissioner, since they stood in awe of Colonel Outram. Your memorialist therefore requested that persons in other districts might be examined relative to his handwriting; but your memorialist never learned whether his request was complied with. But, even granting that the memorandum was written by the person who was named as its writer, it would not prove that your memorialist had received the sum of money which it mentioned. It may be said, that the existence of such a document could not be regarded otherwise than as affording a very strong ground of suspicion against your memorialist. But again, how was it that that was the only document of the kind found in Baba Nafuda's house, since it appeared from the account books of the firm that several items were debited to what was called the litee, or blank line account. Finally, your memorialist trusts, that when it is considered how easily documents of the kind to which it belongs can be fabricated, your Honourable Court will see that any just presumption of your memorialist's guilt, based upon its testimony, could not have been entertained.

65. The further documentary evidence produced by Colonel Outram in support of his charge consisted of extracts from the account books of the firm of Hurree Bhuktee. Your memorialist begs to observe that those extracts were found to be in all respects defective and untrustworthy. An item of 20,000 rupees appeared on the debit side in a daily account. This was a strip of paper on which a debit and credit account was drawn out, and might have been written at any time, and from it the entries in the account books appeared to have been made. After the date, which was written on a line that had been left blank, there followed these words: "By Hurreebhaee, servant, to him paid ready cash." These words seemed to have been written at a subsequent time, and with a different pen from that with which the body of the document was written. The entries in the above account were made in an irregular manner, and in the cash account made out from the above daily account, and extracts from which were produced, although the item of 20,000 rupees was entered on the debit side, the date only was given, and several lines left blank. Entries similar to this entry were found in the monthly cash account and in the ledger. Thus there was

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was nothing to show to whom the money debited was really paid. The goomastas or clerks of the firm styled the account a blank line account (leetee kehatoo). Such accounts as the above, your memorialist need scarcely observe, are never kept by respectable bankers, and; instead of being appealed to as sanctioning the existence of suspicions against your memorialist, they ought not to have been admitted as evidence at all. What can be more opposed to all the principles of rectitude and honesty which should govern the transactions of a banker or merchant, than to find in his ledger an account opened, and sums entered as paid, with spaces left blank, to be filled up with the name of any individual whom it might be deemed expedient to victimize? In the account produced the sum of 20,000 rupees was merely entered on the debit side as paid, yet in the ledger it appeared as a balance claimable. Furthermore, in the account books of Baba Nafuda's own firm of Narayen Runchoo, the above sum was placed to credit in the fictitious name of Runchod Bholunath, and it appeared as claimable in that imaginary individual's account. Yet, on such evidence was your memorialist arraigned for bribery, and although the Government have aquitted him of the offence, they have nevertheless considered his conduct open to grave suspicions.

66. In respect to the witnesses who gave their evidence in the above matter, one of them, Baba Nafuda, who was most inimical to your memorialist, instead of testifying to the genuineness of the memorandum, as it might have been thought likely he would have done, on the contrary, distinctly repudiated it, as already mentioned by your memorialist. The next principal witness was Soorujram, the native agent who succeeded your memorialist, and who searched the papers of Baba Nafuda in which the memorandum was alleged to have been found, and his evidence was supported by that of certain karkoons newly employed by him, and others who expected employment from him. Shumbhooram Koosal, a dependant of the Gaickwar's Government, was also another important witness. His evidence was taken at a time when he was dangerously ill, and, after all he had to say was taken down, he made the following request to Colonel Outram: "As I have served you, I beg you will recommend the Maharaj to make some provision for my son." This he said to make it appear that he anticipated his dissolution; yet his design was to secure the favour and regard of Colonel Outram. For certain reasons, the recital of which would be tedious to your Honourable Court, the above-named person was an enemy of your memorialist, and was, moreover, the chief karkoon of Bhoo Tambekur, the minister of his Highness the Guickwar, and most anxious to gain the good-will of his superiors by acting in conformity with their wishes. He was the person who first examined the account books of Hurree Bhuktee's firm, and who collected all the papers and documents in Baba Nafuda's house, and brought them to the Residency. He also subsequently took them out of the room in which they were deposited and examined them, and did what he chose with them, since no precautions were taken by the Residency authorities to prevent any improper interference with them.

67. Bapoo, the cashier of the firm of Hurree Bhucktee, stated, in a deposition taken on the 8th February 1851, that about nine o'clock one night, Baba Nafuda told him and another witness, Damodhur, a goomasta or clerk of the firm, to give 20,000 rupees to a man named Hurreeya, and that the money having been accordingly paid to that man, he placed it near the "inner treasury," but he (the deponent) did not recollect when he took it away. The other witness, Damodhur, whose deposition was taken on the following day, stated that about five o'clock one evening, Baba Nafuda ordered him and the first witness to pay the money to the above-named man, and that it was paid at half-past six or seven o'clock. Thus both the above witnesses differed with regard to the hour at which the money was paid, one stating that it was paid at nine o'clock, and the other at seven o'clock. The witness, Bapojee, was most untrustworthy, for at different times he gave three different accounts of the same matter. In his first deposition, dated the 1st of August 1850, he stated that Baba Nafuda told him for what purpose the money was paid. In the second deposition of the 8th February 1851, above referred to, he stated that he learned it from conversations with the servants of the firm; and before the Commissioner he said that he knew not to whom, nor for what purpose, the money was paid. This witness, when cross-examined before the Commissioner, attributed the above discrepancies in his

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evidence to his imperfect memory; yet it did not appear how he could remember what had occurred six years before, and how he should have forgotten what had occurred six months before. The witness Damodhur deposed at first that Baba Nafuda did not tell him for whom the money was intended, but that he was told by Bapojee; and when Damodhur was examined before the Commissioner, he stated that he never asked Baba Nafuda about the matter, whereupon Colonel Outram produced his deposition, taken in February, wherein he had stated that Baba Nafuda told him. The witness thereupon said, that what he stated then was true; thereby admitting that what he said before the Commissioner was false. Your memorialist begs here to remark, that in the absence of your memorialist in August 1850, Colonel Outram took the depositions of the above two witnesses; and in February 1851, that is, about six months subsequently, he caused fresh depositions to be taken from them by the Judicial Commissioner, Mr. Grant, to whom, however, there did not appear to your memorialist to have been delegated any authority to interfere in your memorialist's case. Those second depositions differed from the first ones, and when the witnesses attempted to tell the truth in any degree before the Commissioner, Mr. Frere, they were interrupted by their depositions being produced, and by being questioned as to the contents thereof. In the books of the firm there appeared entered, in what was called the letee khatoo, or blank line account, many other items, besides the item alleged to have been paid to your memorialist; but when the above witnesses were asked concerning them, they gave evasive answers, declaring their ignorance of them, and stating that the particulars must be known to their set or master, and to Baba Nafuda, the manager of the firm. Hence, according to their testimony, although various sums of money were expended by the firm for secret purposes, it was not deemed necessary that they should be informed of the destination of any portion of that money, except what was said to have fallen to the share of your memorialist. How far such a supposition should be entertained, under the above circumstances, can be easily determined by your Honourable Court.

68. Your memorialist now begs to direct your Honourable Court's attention to the evidence of the person to whom it was said the money was paid. That person, who was a menial servant of the firm of Hurree Bhuktee, named Hurreeya, deposed that he received the money in the early part of the evening, thus differing from what was stated by the above-mentioned two witnesses in regard to the hour at which it was paid. After having received it, he said that, assisted by a labourer, he carried it to an old empty house situated in front of Baba Nafuda's house, and to a spot where a temple was subsequently built. In this respect he evidently spoke falsely, for the temple had been built there some months before, and the ceremony of installing the image in it took place in the Hindoo month of Falgoon, in the Sumwut year 1901 (March, April, 1845), whereas, according to Hurreeya's statement, the temple itself was not built in Wysakh 1901 (May, June, 1845), two months subsequently. On this point your memorialist raised an objection to the evidence of the witness Hurreeya, and he was again brought before the Commissioner in order that his evidence might be amended, and your memorialist was desired to inspect the premises alluded to. Your memorialist having done so, and the Commissioner having afterwards gone to inspect them, Hurreeya there pointed out the place where he said that he placed the money. Your memorialist, however, produced as witnesses a carpenter and a karkoon, who were both employed about the temple at the time it was being built, and they stated that the place pointed out by Hurreeya was already included within the space occupied by the temple, and that it was not taken into it afterwards, as Hurreeya attempted to explain on being cross-examined by the Commissioner; but the Commissioner refused to take the evidence your memorialist's witnesses, on the ground that he had closed his proceedings. When Hurreeya was cross-examined by your memorialist as to the discrepancies in his statements, his answers were evasive, and he affected ignorance of certain matters, and of others pretended to have no recollection. The same witness gave the following account of the removal of the money. He said that ten bags containing 20,000 rupees were carried away in six consecutive trips, made by him and the labourer who assisted him. It was not, however, shown that any one remained in the empty house where they were conveyed, to watch the bags which were brought there, while the carriers went for the others. Baba

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Nafuda was in the frequent habit of carrying large sums of money to and from his master, in consequence of the pecuniary transactions between the firm of Hurree Bhuktee and his own firm of Narayan Runchod. It was not, therefore, likely that he would have entrusted the carriage of 20,000 rupees to a menial servant and a common labourer, when he might have easily carried the money in his own cart to his house.

69. The witness Hurreeya also alleged that the money was brought to your memorialist's house at night from the house of Baba Nafuda, whence it was taken in a cart in which one Asharam rode, accompanied by him (the witness). He further said, that the cart passed through a gate called Gohacha Durwaza, which, however, could not have been open at the time, being closed and locked every evening before eight o'clock, and the keys taken away. The road taken, as was alleged, was a circuitous and solitary one, outside the city, and not safe by night, and the parties were not, as is customary, accompanied by either a sepaee or a torch-bearer. But it did not appear that there was any necessity for Asharam to put himself to so much inconvenience, since he might have proceeded along the direct road through the city, without encountering any obstacle to arrest his progress; or that, if his object in going another way were to conceal the fact of his having gone to your memorialist's house, he should have taken the witness Hurreeya with him, instead of going accompanied only by his servant who drove his cart. But Asharam being dead, your memorialist was deprived of the advantage which his explanation of the matter might have afforded him.

70. In regard to the fifth charge, accusing your memorialist of having received 28,070 rupees, in part payment of a sum of 78,070 rupees to be paid by Baba Nafuda to your memorialist on account of the case of Joitabaee Setanee, the evidence produced in support of it was similar to that appertaining to the fourth charge against your memorialist; but your memorialist begs to remark, that at the time at which he was alleged to have accepted it, namely, in October 1848, he could not have rendered to the firm of Hurree Bucktee any service of any kind, and certainly none of such a nature as to have induced Baba Nafuda to promise him so large a sum as 78,000 rupees and upwards. Colonel Outram had written to the Bombay Government accusing your memorialist of misconduct, in regard to which he subsequently framed his second and third charges against your memorialist. About the time of Colonel Outram's departure for Egypt, your memorialist being under the impression that he had completed his full period of service (viz. 30 years), had submitted an application for a pension, and this had been forwarded by Colonel Outram to the Bombay Government, with a recommendation that your memorialist's appointment should be conferred on Baba Fudkeh, and at the time of his departure from Baroda, Colonel Outram publicly declared his intention to suspend your memorialist from his appointment. These facts were known at the time to all the people of Baroda, and your memorialist's removal, and Baba Fudkeh's appointment, were subjects of common conversation. Colonel Outram having proceeded on furlough, Captain French, who was known to be a great friend of his, was appointed to succeed him as officiating Resident, and it was commonly reported that your memorialist was not likely to receive any indulgence or consideration from that gentleman. Under these circumstances, your memorialist passed his time in anxious suspense, awaiting the decision of the Government on his case; how Baba Nafuda could then have imagined that your memorialist, while so critically situated, could be of any use in forwarding his interests, is a question which must occur to any impartial and unprejudiced mind. At such a juncture, it was indeed far from probable that a man of Baba Nafuda's cautious and wary disposition would have rashly ventured to promise and pay away a portion of so large a sum as 78,000 rupees, in order to secure the probable services of your memorialist, who had not the power to do good or evil to Baba Nafuda, or any one else. In fact, he, and all people at Baroda, entertained the opinion that Colonel Outram's report to Government would effect your memorialist's ruin.

71. In reference to the above charge, Colonel Outram, at the close of his prosecution, called in as a witness his Assistant, Lieutenant Battye, to prove that while this gentleman was in temporary charge of the Residency previous to the arrival of Captain French, your memorialist obtained his signature to an improper indorsement made on a memorandum received from the Guickwar's Durbar;

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Durbar; and Colonel Outram asserted that about ten days after that indorsement was so signed, your memorialist received a portion of the bribe, and thereupon in order to render himself worthy of receiving the remaining portion, your memorialist made certain false representations to Captain French in favour of Baba Nafuda. Your memorialist must beg your Honourable Court to remember, that the investigation relative to Joitabaee's affairs was conducted by the Guickwar's Government, and it was obvious that Baba Nafuda did not require your memorialist's assistance in his transactions with them. And with regard to the indorsement signed by Lieutenant Battye, it was written in obedience to his orders by Narayenrow, the head karkoon, employed in the Residency-office, and your memoralist was not even present at the time it was written, as was deposed by that karkoon in the case to which the first charge appertained; and as it related to a subject of more than usual importance, it is natural to suppose that before he signed it, Lieutenant Battye, who understands Mahratta, must have had it read over to him. To assume the contrary would be to charge that gentleman with a gross dereliction of duty. Your memorialist does not believe that such an imputation against Lieutenant Battye's character as a public officer would be entertained by those who have witnessed the care and assiduity with which he performs his public duties; it is therefore most extraordinary how he could have stated that his signature to a public document was surreptitiously obtained, and it is still more extraordinary that he should not have remembered what order he gave upon the receipt of the memorandum from the Gaickwar's Durbar, since it referred to a matter which must have engrossed no inconsiderable share of his attention. The reason which Lieutenant Battye assigned for his assertion that his signature to the indorsement must have been surreptitiously obtained, was, that he would not have given the order which it contained. If this were the case, then it should be observed that Lieutenant Battye deposed on another occasion before the Commissioner, that Ladbaee's deposition, which was enclosed in the memorandum received from the Guickwar's Government, was not of a satisfactory nature; Lieutenant Battye's sentiments regarding Joitabaee's case must then have been the same as those of Colonel Outram, and he must have thought that Captain French, who subsequently assumed charge of the Residency, was wrong in forming a contrary opinion; yet Lieutenant Battye did not inform that gentleman of what he considered the real features of Joitabaee's case, although he saw the report which Captain French submitted to the Government. On this point your memorialist begs respectfully to refer your Honourable Court to Captain French's answers to Colonel Outram's questions, Nos. 1, 2, and 52, in case No. 1, in which your memorialist was tried by the Commissioner at Baroda.

72. The evidence in support of the charge, as in the case of the other bribe of 20,000 rupees, consisted principally of a memorandum said to have been found with two notes in the treasury of the firm of Hurree Bhuktee; and to corroborate its evidence, there were also produced a daily cash account, and some extracts from account books. It is scarcely necessary to occupy your Honourable Court's attention by minutely describing the manner in which the entry of the sum of 28,070 rupees appeared in three several accounts, since no mention was made of your memorialist's name, nor did it appear for what purpose the money was paid. A portion of the money (23,070 rupees) was found entered to the credit of the account of Narayenrow Runchod, the name of Baba Nafuda's own firm; and it appeared that Narayen Runchod obtained credit for the sum in his account current with the firm of Samul Bhuktee. The other portion (5,000 rupees) of the sum of 28,070 rupees, appeared as a payment on account of some gold venetians, and the whole sum of 28,070 rupees was debited to Bechur Samul, the head of the firm of Hurree Bhuktee. There was nothing to show whether the venetians remained with the firm or not, except the evidence of the goomasta or clerk, Damodhur Doolubh, according to whom they were taken away by Baba Nafuda. In short, the accounts produced by Colonel Outram, in order to inculpate your memorialist, so far from proving that he had received any bribe from the firm of Hurree Bhuktee, or from Baba Nafuda, did, on the contrary, establish your memorialist's innocence of the offence laid to his charge. Those accounts also rendered it clear that the memorandum and the notes said to have been found in the treasury of the firm were false, and led to the presumption that they must have been deposited there by some of your memorialist's enemies.

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With regard to those documents, your memorialist begs to offer the following explanations and observations. The memorandum was to the following effect:

"Memorandum of the expenses in the month of Ashwin Sumwut 1904 (October 1848).

"On Wudya 8th (19th October), Wudwya 9th (20th October), in part of the note for 78,070 rupees, given to Nurso Punt Tatya, on account of the dispute regarding the child, as below:

"5,000 - + - 23,070 28,070."

Enclosed within the above memorandum, it was alleged that two notes were found; they were as follows:

[Note B].

[Invocation]—"Shree Nurhurree!

"It is not becoming of you, that the amount has not been sent here according to agreement.

[Note C].

[Invocation]—"Shree Nurhurree!

"It is not becoming of your greatness, that the whole amount has not as yet been received."

It was stated, that on the 7th April 1851, the above papers were found tied up in a piece of cloth, and that this bundle was secreted in a silver lota or drinking vessel, which was taken out of a box placed in an inner apartment of the treasury of Hurree Bhuktee's firm. Nine witnesses were examined in regard to the above matter, but they all differed in their statements; and it appeared that all those witnesses did not notice particularly, nor equally one with the other, what was taken out of the box; hence it cannot be said that there was no opportunity to introduce a small bundle into the silver lota. Moreover, the man who took the things out of the box was the same Hurreeya who gave false evidence respecting the fourth charge; several witnesses were produced to speak as to the handwriting of the documents; one of them, named Bulwuntrao Nafuda, though he did not recognise the handwriting of the memorandum as his when it was first shown to him at the Residency, yet when it was shown to him before the Commissioner, he stated that it was a copy made by him at the Residency, but added, that the letters of the words were formed somewhat differently to those of his handwriting. Other witnesses besides the karkoons employed in the Residency-office, deposed that the handwriting of the notes found with the memorandum resembled that of your memorialist; but the former showed that they were actuated by enmity against your memorialist in giving their evidence, and it was evident that the latter were influenced by the fear of incurring the displeasure of their superior, Colonel Outram, if they stated aught unfavourable to the success of his prosecution. Knowing that the people at Baroda would not give their evidence fairly, your memorialist gave the names of respectable persons in other districts that were acquainted with his handwriting, and from the answers which he obtained to the queries put to them, it was clearly established that the handwriting of the notes was not that of your memorialist. To a cursory observer, the handwriting might have appeared to resemble that of your memorialist, but your memorialist pointed out to the Commissioner that the forms of nearly all the letters were different from those in his handwriting. In one of the notes a word was misspelled, and written in a way in which your memorialist would not have written it. Your memorialist also pointed out to the Commissioner many other differences between his style of handwriting and that of the notes. In fact, considering all the circumstances, it did not appear at all unlikely that somebody had unworthily exercised his ingenuity in imitating the handwriting of your memorialist, and as each of the notes did not contain more than two lines and a half, the task was less difficult than it would have been, if it had been necessary to forge documents of any length. Your memorialist need scarcely remark to your Honourable Court, that many of the natives of India exhibited a particular aptitude for forging documents intended to facilitate the furtherance of any nefarious project, and that too much

much caution cannot be observed in admitting documentary testimony, of the genuineness of which, there may exist the smallest doubt or suspicion.

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73. That Baba Nafuda himself drew the money said to have been paid to your memorialist, and appropriated it to his own use, is most probable, when it is considered that in the accounts of the firm of Hurree Bhuktee, there appeared several items of money drawn by him, and of the destination of which he could not be prevailed on to give any account.

74. Your memorialist here begs to state, that about the time at which Colonel Outram complained of him to the Government, he had applied for a pension. The Government having acceded to your memorialist's application, it may naturally be asked why your memorialist continued in the service subsequently. In explanation of this circumstance, your memorialist begs to state, that not having, like others, withdrawn his subscriptions to "Warden's Official Fund," he discovered that the amount thereof was not sufficiently large to entitle him to an adequate pension; and that having heard that some arrangement would probably be made at a future period relative to the claims of subscribers to that fund who had not withdrawn their subscriptions, he was induced, in anticipation of the arrangement, and in accordance with the wish of Captain French, to continue in the service. Subsequently, in the year 1850, the Government having granted permission to the remaining subscribers to the fund to withdraw their subscriptions, your memorialist availed himself of it. But in the meantime your memorialist was apprised, that although he had tendered his resignation of his appointment in September 1848, under the impression that he had then completed the prescribed period of 30 years' service, his service as tulatee, or village accountant, included in it, could not be reckoned, and that he must therefore continue to serve for some years longer to make up the difference.

75. With regard to the third charge of Colonel Outram, relative to the case of Gorajee Pole, your memorialist was accused, first, of having connived at embezzlement, in not having brought to the notice of his superiors the cause of the rapid diminution of the revenues of certain villages which were assigned to Gorajee Pole, for the maintenance of his paga or corps of troopers; and secondly, with having allowed a certain lease to be abandoned or cancelled, without having brought the circumstance to the notice of the Resident. A letter which Colonel Outram addressed to the Government on the above subject, under date the 7th September 1848, was answered by Mr. Chief Secretary Malet's letter of the 12th January 1849, from which your memorialist begs to quote the following paragraphs, as introductory to the further observations which he is about to offer to your Honourable Court.

"7. In submitting his report under reply, as well as his report on the case of Govindrow Guickwar, No. 209, of the 31st August last, Colonel Outram has represented the conduct of the native agent, Nurso Luxumon, as open to the gravest suspicions, either of apathy and disregard of his duties to Government, or of culpable collusion with fraudulent and unprincipled parties.

"8. His Lordship in Council considers it to be due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this Presidency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant for three lives of a village of the annual rental of 1,200 rupees, that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted, and that if any doubt still remain, opportunity shall be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

"9. The gravamen of Colonel Outram's charge in this case is, that Nurso Punt did not assist him as he ought to have done, in the investigation of the case of Gorajee Pole, either from apathy and most blameable carelessness, or culpable collusion with the parukh, in the frauds the latter has been carrying on.

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on. His Lordship in Council, however, after a most careful perusal of the papers, finds no sanction whatever for either of these charges."

76. In reference to the above extracts, your memorialist now begs respectfully to solicit your Honourable Court's attention to the following narrative of the case of Gorajee Bin Soobhanjee Pole, a pagadar or commander of a paga, or body of horse in the service of his Highness the Guickwar. An allowance of *Rs.* 7,193. 12. having been fixed for the maintenance of the paga, its payment was guaranteed by the British Government, and the revenues of certain alienated villages (viz., Kasipoor, Amodur, and Jumboowada), were set apart for that purpose; but eventually those revenues having fallen short of the above amount, it was agreed that a sum of 1,000 rupees should be annually paid by the Gaickwar's Government. Previous to the Sumvut year 1896, the paga was disbanded; but in that year the late Mr. Sutherland again established it, and recovered from the Gaickwar's Government the above-named villages which had been resumed, and restored them to the pagadar, Gorajee Pole, who managed their affairs in conjunction with one Kahandass Wagjee, whom Mr. Sutherland appointed as Pole's parukh, or agent and manager, and from whom the accounts of the villages used to be received at the Residency.

77. After your memorialist joined the Residency-office in June 1844, having examined the accounts, he found the revenues of Pole's villages for the preceding five years to be as follows:

	Rs.	*a.*	*p.*
For the Sumwut year 1896 - - - - -	5,851	14	9
„ 1897 - - - - -	3,696	11	6
„ 1898 - - - - -	5,072	12	9
„ 1899 - - - - -	4,932	6	9
„ 1900 - - - - -	3,236	14	9
Total - - - *Rs.*	22,790	12	6

This total gave an annual average of *Rs.* 4,558. 2. 6, and your memorialist having observed that great inconvenience was experienced in defraying the charges of the paga, he represented to Mr. Ogilvie, the Assistant Resident in charge, the difficulty of realizing the revenues of the villages, which were managed according to a system called Bhagbuttoyee, and thereupon Mr. Ogilvie having made inquiries, caused Pole to give a septennial farm of the three villages for the annual sum of 5,701 rupees to three persons, namely, Putell Rugnath Meetha, Dessaee Wullubh, and Mooljee Muckundass; but the last-named individual not having signed the agreement of the acceptance of the lease, it remained obligatory only upon the two former. At the same time, Mr. Ogilvie adopted measures for the recovery from the Gaickwar's Durbar of the arrears of the sum of 1,000 rupees, agreed to be paid annually to make up the deficiency in the revenues of the villages, but which had been withheld since the Sumwut year 1896 (A. D. 1839–40).

78. In the meantime, Pole objected to retain Kahandass Wagjee as his parukh, and proposed that he should be allowed to appoint another person in his place. Mr. Ogilvie, however, declined to accede to his request, but informed him that he might apply to the Resident on his arrival. The management, therefore, continued in the hands of Kahandass Wagjee until the arrival of Sir R. K. Arbuthnot in May 1845. Pole then made a series of representations, which had no effect, but having perseveringly continued to importune that gentleman, he at length permitted him to appoint another parukh, on condition that he should first pay to Kahandass Wagjee the balance due to him. Pole having chosen one Parukh Jagjeewundass, Kahandass brought to Sir Robert Arbuthnot a written agreement which was to be entered into by him (Pole) and his parukh, regarding a loan of money; but Sir Robert declined to look at the document, and distinctly told him that he, as Resident, would have nothing to do in any loan transactions. Pole then applied for the guarantee of the British Government for the unmolested possession of the villages, whose revenues were assigned for the support of the paga; and also for the payment of the allowance from the Guickwar's Government of 1,000 rupees annually, which he (Pole) had

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assigned towards the liquidation of the loan obtained from his parukh. He added, that unless the request were complied with, no one would become his parukh, and that as Kahandass-Wagjee had refused to advance him any more money, the paga was in straitened circumstances. Upon receiving this important representation from Pole, the Resident, Sir R. K. Arbuthnot, was induced in January 1846 to append the British guarantee to a deed which Pole passed to his new parukh. Thenceforth, from the Sumwut year 1902, the management of Pole's affairs was conducted directly by his new parukh's private partner, named Russeekhram, and by Pole himself, without any interference whatever on the part of the Residency.

79. In May 1846, Mr. Andrews was appointed Acting Resident; and some time after his arrival, your memorialist represented to him the advisability of making some inquiry into the management of Pole's parukh; as Pole himself was indifferent as to how it was conducted, and might be defrauded of his money. Thereupon Mr. Andrews wrote to the Government a letter, dated the 13th August 1846, on the above subject, and on the 22d of January 1847 an answer was received, to the effect that the management of Pole's villages should be brought under the supervision of the Residency, and the parukh's manager, Russeekram, was therefore called upon to render his account, which he submitted about April or May 1847. On an examination of that account it was discovered, that instead of crediting therein the full amount for which the villages were farmed, the parukh had merely credited the sum realised by his direct management, thus exhibiting a deficiency in the amount mentioned in the lease. Shortly afterwards Mr. Andrews left Baroda, and in May 1847 Colonel Outram having arrived, the above circumstances were brought to his notice, whereupon he sent for Russeekram, and informed him that he would be held responsible for the payment of the sum mentioned in the lease, and that he should furnish amended accounts for two years (Sumwut 1902 and Sumwut 1903). After repeated calls were made on him, he submitted an account for Sumwut 1903, in the month of November 1847. The patells and tullatees of the villages were then invited to the Residency, and required to produce their respective accounts, which were compared with the account rendered by the parukh; and from the statements made by them, it appeared that there was a mutual understanding between them and the parukh. This circumstance your memorialist brought to the notice of Colonel Outram, who postponed his inquiry into the matter, pending the receipt of an answer to a letter addressed by him to the Bombay Government, relative to the recovery from the Gaickwar's Government of the arrears of the annual allowance of 1,000 rupees, agreed to be paid in order to make up the deficiency in the revenues of the villages assigned to Pole.

80. An answer was received in May or June 1848, and the arrears for nine years were thereupon recovered and deposited in the Residency treasury, after which Colonel Outram having inquired how the account of the parukh was to be settled, your memorialist observed to him, that the parukh had violated the conditions of the lease, and that he would not produce the detailed accounts of his management. On two several occasions in June and July 1848, Colonel Outram required your memorialist to furnish him with written statements on the subject, and the parukh was called upon for a detailed account. In the meantime, Colonel Outram informed your memorialist that Gorajee Pole's affairs would be inquired into by Baba Fudkeh, and directed him to make over to that person the papers and documents connected with the subject, and your memorialist accordingly did so. Colonel Outram subsequently caused your memorialist to answer certain written interrogatories, relative to which your memorialist begs to quote the following passage in the 28th para. of Mr. Chief Secretary Malet's letter of the 12th January 1849.

"When, moreover," writes Mr. Malet, "the Resident was dissatisfied with the manner in which the duty had been performed, the native agent was subjected to a most searching cross-examination, from which he escaped without any criminatory matter being elicited against him; his replies to the Resident's interrogatories being candid and straightforward, and not those of a guilty man." Colonel Outram having addressed to the Government a report on the above subject, dated the 7th September 1847, and having therein charged your memorialist with misconduct in respect to the case of Gorajee Pole, your memorialist begs

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begs to make the following further quotations from the letter of Mr. Chief Secretary Malet, of the 12th of January 1849.

"11. His Lordship in Council is of opinion, that the answer given by Nurso Punt to the queries put to him are quite satisfactory. He seems in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. Government may not agree with him in his opinion as to the necessity or expediency of relieving the patells from their seven years' engagement, or granting them more favourable terms, still there is nothing to blame in that opinion; and it is probable that many persons, if they thought the terms too hard (Fudkeh's report, para. 13, article 1, admits that there were losses), would have deemed it right to make some abatement. This, I am desired to observe, is contemplated in the lease itself, in the concluding clause of which it is particularly specified, that if on an examination of accounts, it appears that the lessees are losers, the Resident will grant a remission, a fact which the Resident has nowhere noticed in his proceedings."

81. From the above extract it will be seen by your Honourable Court, that your memorialist did furnish Colonel Outram with all the information which he was able to give, and could not therefore be charged with having connived at any embezzlement on the part of Gorajee Pole's parukh. Neither could your memorialist be held responsible for the mismanagement of Pole's villages, since your memorialist had nothing whatever to do with them. On this point Mr. Chief Secretary Malet, in his letter above-mentioned, wrote as follows:

"13. Fudkeh's report of August 1848, if true, shows that the villages are mismanaged. Probably they are so, but this is irrelevant to the question at issue; and his Lordship in Council is unable to understand how any portion of that report reflects on Nurso Punt. It was no part of his duty to manage the villages, or to see that the contract was observed, that the Pole was not defrauded, or that the village lands were not alienated."

82. In regard to the lease which Colonel Outram accused your memorialist of having allowed to be abandoned or cancelled, Mr. Malet conveyed the decision of the Government in the following words:

"15. Colonel Outram alleges, in para. 7, much that is to the discredit of Nurso Punt, in regard to what is termed the cancelling of the lease, but the reasonings of that officer are not concurred in by Government. The lease in reality is not cancelled, it is in force to this day. It cannot be cancelled without the sanction of the Resident, and that has never been given. There is no reason for believing that this fact was not as well known to the Acting Resident, Mr. Andrews, as to the native agent. The lease was by the Pole's bond of the 14th January 1846, placed in the Pandeh's hands. If he chose to relinquish the security, this was his business. So long as he did not complain to the Resident that the patells did not furnish security or pay the full amount, there was no necessity for the Resident, or any one connected with the Residency, to know whether the lease was enforced or not.

"16. And even if Nurso Punt was informed of the fact of its being so (which, however, is a mere assumption), this is no crime. He affirms (*vide* answer to Query 24), that it has always been customary to transact business in their (the Residents') presence, and the native agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say was said before the Resident, &c. His Lordship in Council believes this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the native agent saw everybody, and knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption, that he concealed it from fraudulent motives."

83. With regard to the annual sum of 5,412 rupees fixed for the expenses of Gorajee Pole's paga, your memorialist, in his report to Colonel Outram, stated that the Government had nothing to do with the guaranteeing of any sum beyond that which might be advanced to Pole by the parukh. On this subject, Mr. Chief Secretary Malet made known the sentiments of the Bombay Government in the following paragrahs of his letter of the 12th January 1849.

"17. As regards the account between Pole and the parukh, his Lordship in Council quite concurs in the decision which Nurso Punt advocates. He distinctly;

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tinctly says, that the parukh cannot claim the Government guarantee to any sum beyond that advanced by him to the Pole for the payment of arrears due for the expenses of the paga, and the annual sum of 5,412 rupees. It is true, the amount of arrears is not given in the bond. It ought undoubtedly to have been so, but to provide for this was the duty of the Resident, and not of the native agent, who declares (and there is no reason to doubt his word) that the whole transaction was conducted by Sir Robert Arbuthnot in person. It is unfair to impute blame to the native agent for the Resident's omission.

"18. The parukh claims a large balance from the Pole for sums advanced annually beyond the stipulated amount of 5,412 rupees. Nursoo Lukshumon distinctly states, that for this the British Government is not guarantee (*vide* answer to 17th Question, at its conclusion). In so doing his Lordship in Council can perceive no desire on the part of the native agent to aid the parukh in any unjust demand.

"19. Colonel Outram dwells much on the obligation which the parukh had entered into in the bond, not to expend a rupee beyond a certain sum, *i. e.*, 5,412 rupees. *Vide* para. 6th of his letter, in which he further states, 'Neither does the native agent in his report, nor did he even do so verbally, bring to my notice, that the parukh was pledged in his bond to limit the expenditure to 5,412 rupees.'

"20. After a very careful perusal of the bond, his Lordship in Council can find no such stipulation or pledge. The parukh binds himself to pay yearly for the expenses of the paga, 5,412 rupees, but there is not a syllable of pledge that he will not advance a single rupee more. The native agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of 5,412 rupees was the minimum amount which the parukh bound himself to expend, and the maximum amount for which Pole's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more, he became a mere ordinary creditor of the Pole for the excess."

84. Colonel Outram also accused your memorialist of having attempted to conceal from him the terms of the bond passed by Pole to his parukh, although this information was perfectly accessible to him. On this point, the following just observations are contained in Mr. Malet's letter:

"21. Whatever were the conditions of the bond, Colonel Outram was as able to know then as Nurso Punt himself. The bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nurso Luxumun, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it; or that he would have been so egregiously blind as not to see that if from any improper motive he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected."

Colonel Outram further charges your memorialist before the Commissioner with not having brought to the notice of Mr. Andrews, or of himself, the guarantee article written by Sir R. K. Arbuthnot at the foot of the agreement entered into in 1846 between Pole and his parukh; and Colonel Outram stated that he first came to know of it in September 1850. Now, in regard to this matter, your memorialist presented to the Commissioner a supplementary statement, dated the 18th August 1851, to his defence on the third charge. Your memorialist knows not what inquiry the Commissioner may have made thereupon, or what opinion he recorded; but your memorialist cannot conceive how Colonel Outram could have complained of your memorialist in 1848 without having seen that guarantee clause, or how Mr. Andrews, in his letter to the address of Mr. Chief Secretary Malet, dated the 13th August 1846, could have stated that the agreement was guaranteed by Sir R. K. Arbuthnot; and how the Government could have answered the above letter on the 22d January 1847, without understanding what was guaranteed, and subsequently how the orders of your Honourable Court could have been obtained upon the report of Colonel Outram in 1848. Your memorialist begs to observe, that when Mr. Andrews forwarded a translation of the above agreement to the Government, he is positive that the guarantee article written by Sir R. K. Arbuthnot was copied at the foot of it. It appears, however, that the head clerk, Mr. Hykoop, did not retain a copy of that article in

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in his office records; and in order to cloak this neglect on his part, he gave his evidence in such a way as to throw the blame on your memorialist, who was undeserving of censure. Yet no notice appears to have been taken of the above discrepancies by the Commissioner, or by the Right honourable the Governor in Council.

85. In the same letter of the 12th January 1849, after stating that the parukh could not claim the interference of the Resident, nor the possession of the villages, in order to recover any sum due by Pole over and above the fixed allowance of 5,412 rupees, but that any other property possessed by Pole might be liable for the debt, Mr. Malet writes:—

"23. On these grounds, his Lordship in Council cannot see any great impropriety in Nurso Punt's suggestion that any sum really due to the parukh, beyond the 5,412 rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If the Pole really owed such a balance (and this Colonel Outram does not doubt, *vide* para. 14), he might have justly thought that it should be paid, although there were no guarantee to it. This would have been at least a better mode of disposing of the money received from the Durbar, than to make it over to Pole, who would at once have squandered it.

"24. Matters might, in the opinion of Government, have been better conducted, had the villages been managed by the Resident. But so long as the parukh is considered bound to give Pole credit for the amount of the seven years' lease, it is clear, as urged by Nurso Punt, and admitted by Colonel Outram, that this could not be effected without a previous settlement of the parukh's claims. In fact, his consent was obviously necessary for the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

"25. When Nurso Punt was asked by Colonel Outram why this arrangement had not been carried out, he stated this objection, and also that it was requisite previously that the answer of Government should be received as to the exact amount available from the arrears of the 1,000 rupees per annum paid up by the Guickwar. This second reason Colonel Outram stigmatises as a mere excuse for delays. To his Lordship in Council, however, it seems a valid reason, because until that answer was received, the account between the Pole and the parukh could not be adjusted; and there is, therefore, nothing suspicious in Nurso Punt's having advanced it.

"26. There appears, moreover, nowhere throughout these proceedings any admission by Nurso Luxumon of the correctness of the parukh's accounts of the sums disbursed by him to and by order of the Pole. Colonel Outram does not allege that Nurso Punt ever examined them in detail; and his Lordship in Council understands them to have been received from the parukh subsequently to the Resident's suspicions having been excited. Had Nurso Punt examined these accounts, and proposed to allow the parukh credit for unobjectionable or unreal items, then there might have been some reason for doubting his uprightness."

86. Your memorialist humbly trusts that a perusal of the foregoing extracts will convince your Honourable Court, that when Colonel Outram forwarded his report to the Government in 1848, they having carefully and minutely investigated the grounds of Colonel Outram's charge against your memorialist, in the case of Gorajee Pole, could not discover any shade of culpability whatever in the conduct of your memorialist in reference to that case, as well as the other matters on which Colonel Outram complained against him. After the lapse of two years, that charge, with the other charges, was revived by the same gentleman; but the evidence produced by him before the Commissioner to prove that your memorialist connived at embezzlement on the part of Gorajee Pole's parukh, was principally what had been submitted by him to the Bombay Government in 1848, besides the oral testimony of some witnesses, among whom the principal were the patells of the villages. Their evidence taken at various times was contradictory. Their depositions, however, showed that no one had informed your memorialist that the management of the villages was not carried on in accordance with the terms of the lease. As a corroboration of this fact, your memorialist begs to observe, that in the year 1846, when an agreement was entered into between Pole and his parukh,

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parukh, Jugjeewun, your memorialist gave all the necessary information to Sir R. K. Arbuthnot; and although this gentleman, in consequence of Pole's importunate applications, agreed to guarantee the above agreement, yet your memorialist insisted upon the conditions of the lease being carried out. An additional clause was, therefore, inserted in the document, to the effect that the management of the villages should be conducted agreeably to the provisions of the lease, thus securing Pole's revenues from sustaining any diminution. This was done in January 1846; yet your memorialist was charged with having, in the ensuing month of February, sanctioned the total relinquishment of the lease. Your memorialist leaves it to your Honourable Court to judge whether it was at all likely such inconsistent conduct on the part of your memorialist would have remained unobserved; and how your memorialist could have released Pole's parukh from his engagements, without having obtained a special order to that effect from the Resident.

Before concluding his remarks on Colonel Outram's third charge, your memorialist thinks it necessary to observe, that in the 11th para. of the letter which Colonel Outram addressed to the Government in 1848, he stated that from the report of Venaeke Moreshwur Fudkeh, it appeared that there was a large sum unduly claimed by Parukh Jugjeewun from Pole. In the 11th para. of your memorialist's written defence, delivered to the Commissioner at Baroda, he has fully explained the whole of the circumstances relating to the above point, and has clearly shown that Fudkeh persuaded Colonel Outram that the accounts of the parukh contained items of pretended expenditure to the amount of *Rs.* 4,273. 15. This, however, was merely stated conjecturally by Fudkeh; and, moreover, his calculation was for a period of more than eight years, while Parukh Jugjeewun's accounts of the management were for two years only. Thus Colonel Outram, placing entire dependence on Fudkeh's report, complained of your memorialist to the Government, and in his communication unwillingly misrepresented not only the above, but other matters which your memorialist will not trouble your Honourable Court by detailing.

87. Your memorialist trusts that he has stated enough to show your Honourable Court that the charge of embezzlement, got up against him in reference to the case of Gorajee Pole, was not supported either by the evidence or the circumstances connected with it. Nevertheless, the Government considered your memorialist's conduct open to suspicion; but not having stated any grounds for this opinion, your memorialist is unable to offer any explanation in addition to what he has given above. In respect to the charges 2, 3, 4, and 5, your memorialist has made such observations and statements as occurred to him. As for the remaining charges 1, 6, and 7, the Government entirely exonerated your memorialist from the groundless imputations which they contained. It is, therefore, unnecessary that your memorialist should take up the valuable time of your Honourable Court with any lengthy representation in regard to them. But, nevertheless, your memorialist deems it proper that he should lay before your Honourable Court a short statement of the nature of the evidence by which it was attempted to substantiate those charges.

88. To prove that your memorialist communicated to Captain French an erroneous account of certain petitions received from Joitabaee Setanee and her mother Larbaee, that were lying untranslated in the Residency-office, Colonel Outram alluded to a brief description of these papers given by Captain French in a report made by him to the Government, and having remarked that it was incorrect, thereupon accused your memorialist of having given a false interpretation of their contents to Captain French. Now your memorialist begs to observe that a few days after Captain French's arrival at Bároda, he took all the English compilations, as well as the translations of papers, relating to the subject of Joitabaee's complaint concerning her child, and was occupied for some days in perusing them. At the same time he sent for all the Mahrattee and Goozurattee papers connected with the matter, and having had the untranslated ones read over to him, he thereupon wrote his report, and forwarded it to the Government. It may, moreover, be easily seen, on a reference to the papers connected with Joitabaee's case, that there was no ground whatever for Colonel Outram charging your memorialist with having deceived Captain French. The second count of Colonel Outram's charge against your memorialist in this case accused your memorialist in substance of having persuaded Captain French, that according to

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to the popular rumour at Baroda, the alleged pregnancy and subsequent delivery of Joitabaee were fictitious, and that a former Resident (Sir R. K. Arbuthnot) had refused to attend the ceremony of the naming of Joitabaee's child. To substantiate this accusation, a report by Colonel Outram, dated the 31st March 1851, with its Appendices, was recorded. In respect to this, your memorialist must remark, that in the official correspondence read by Captain French, after he assumed charge of the office of Resident, he could not have failed to perceive the allusions made to the rumours current in the town of Baroda; and as he was in the habit of freely conversing with all persons who visited him, the subject of Joitabaee's affairs may not unfrequently have been introduced to his notice. Colonel Outram also stated that your memorialist, with a view of prejudicing his mind in regard to Joitabaee's case, had informed him, a short time after his arrival at Baroda, of the circumstance of Sir R. K. Arbuthnot's non-attendance at the ceremony of naming Joitabaee's child, that consequently he began thenceforth to entertain doubts of your memorialist's integrity; and that when he mentioned them to Mr. Mansfield, that gentleman admitted that they were just. Nevertheless, during 12 months subsequently, Colonel Outram continued to avail himself of your memorialist's services, and with apparent confidence in him, as may be inferred from the contents of the accompanying copy of a note which was addressed to your memorialist by Colonel Outram about the month of April 1848, and in which he stated that he would be sorry if your memorialist retired from the service. Again, if Mr. Mansfield had concurred with Colonel Outram in doubting your memorialist's integrity, why should that gentleman have mentioned your memorialist's name in favourable terms, in a report which he forwarded to the Government about the month of January 1848, when he held the appointment of Political Agent in Rewa Kaunta? Your memorialist is positive that he never attempted to mislead or to prejudice Captain French's mind by telling him that Sir R. K. Arbuthnot did not attend the ceremony of the naming of Joitabaee's child. It is not improbable that this fact may have been learned by Captain French from the perusal of a report sent to the Government by Mr. Andrews in the year 1847, if not from any one of the other numerous sources of information to which Captain French had access.

Appendix (A.)

89. The third count of Colonel Outram's charge against your memorialist, in regard to Joitabaee's case, accused him of not having communicated to Captain French the real nature and features of that case, and with not having suggested to that officer to procure from the Gaickwar's Durbar, for transmission to the Government, the proceedings of a punchayet held to investigate the complaints preferred by Joitabaee against Baba Nafuda, the moonim or manager of her late husband's bank. As evidence in support of this count also, there was recorded the above-mentioned report of Colonel Outram, No. 47 of 1851; and Colonel Outram alleged that a report of Captain French, dated the 15th November 1848, was framed agreeably to your memorialist's advice. This your memorialist begs most solemnly to deny. Captain French wrote his report, which was a voluminous one, after having perused all the correspondence relating to the subject, and all that Captain French said to your memorialist about it was, that he had written to the Government, recommending that the case should be decided by punchayet, or an investigation by an assembly of arbitrators, to be nominated by the contending parties themselves. To this course your memorialist objected, and observed, that as the case involved a criminal charge, the Government could not approve of his recommendation, which would be applicable only to a civil matter. In answer to this objection, Captain French mentioned that it would be advisable to adopt the plan proposed by him, in order to preserve the honour of a respectable family, and prevent the pernicious consequences which would attend the continuance of the dispute. This was the purport of conversation your memorialist had with Captain French in respect to Joitabaee's case, and your memorialist informed the Assistant Resident, Lieutenant Battye, of it, immediately after having seen Captain French, with whom your memorialist never had any further conversation about his report, nor did that gentleman ever think of adopting your memorialist's opinion. Colonel Outram, however, repeatedly asserted before the Commissioner that Captain French, a few days after his arrival at Baroda, sent a report to the Government, framed in accordance with your memorialist's advice, and calculated to mislead the Government. Yet according

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according to the evidence given by Mr. Battye, it appeared that this assertion of Colonel Outram was entirely groundless, since Mr. Battye clearly stated that Captain French never consulted your memorialist in regard to any reports made by him to the Government.

90. The fourth count of Colonel Outram's charge, in respect to Joitabaee's case, accused your memorialist of having drawn up an incorrect summary of her petition of the 7th of May 1849, and given it to Lieutenant Battye for translation, preparatory to its being transmitted to the Government. No such summary was ever drawn up by your memorialist, nor was it ever customary during the time your memorialist held the appointment of native agent at the Baroda Residency to draw up summaries of petitions. Whenever translations of petitions, or of their substance, were required, it was usual for a karkoon to take the original papers to the Assistant Resident, or the English head writer, to whom he read them, and by whom they were translated. The duty of comparing the translations with their originals always devolved upon the translator, who was accordingly considered answerable for the accuracy of his translations. At the foot of the English translation of the summary alluded to by Colonel Outram, there was a memorandum in English, to the effect that the purport of the enclosures of the petition of the 7th May 1849 was the same as that of an English petition, dated the 21st December 1848, presented to the Government, and referred by them to the Residency. This petition was never in your memorialist's hands, nor did your memorialist know aught of its contents. It was therefore evident that the Assistant Resident, Mr. Battye, must have had read to him the enclosures, as well as the petition itself, and having referred to the English petition, have then written his memorandum. Hence your memorialist cannot conceive how he could be charged with having misrepresented the contents of Joitabaee's petition of the 7th May 1849, or how it could have been possible for him to epitomise it in such a way as to distort or suppress the statements contained in it. Such an imputation, if proved, would have implied that your memorialist had succeeded in thoroughly imposing upon Lieutenant Battye, and would moreover have shown that gentleman to be entirely wanting in the vigilance and intelligence which, as a public officer holding a responsible post, he should necessarily exercise and possess. From Colonel Outram's examination of Lieutenant Battye and Mr. Hykoop before the Commissioner, however, it appeared that he considered your memorialist as the chief manager of all the business, including that of the English department in the office of the Resident at Baroda, although your memorialist has no knowledge whatever of English, and that your memorialist's advice was implicitly followed and acted upon. But although great confidence may have been reposed in your memorialist, yet it would be quite opposed to common reason to believe that your memorialist's superiors would have so far forgotten their duties and responsibilities as to allow your memorialist to judge for them. So far from this having happened, your memorialist feels no hesitation in asserting that the sphere of his duty never extended beyond reading the Mahratta and Goozerattee letters and papers received at the Residency, and writing upon them, at the dictation of the Resident, the minutes of answers to be returned to them. Captain French was always most diligent in making himself perfectly acquainted with the subjects of business which came before him, and with this view never omitted to peruse all the previous correspondence connected with them. So little did he require the assistance of your memorialist, that he wrote to the Bombay Government, proposing that the appointment of native agent should be abolished on its becoming vacant, and that a karkoon should be appointed as a sheristadar or clerk to the Resident. So much, therefore, for the charge of your memorialist having misled Captain French. On this subject, written questions were addressed to Captain French, whose answers, exonerating your memorialist from the imputation cast upon him, are recorded among the proceedings of the Commissioner; but if Captain French had not been in this country at the time of your memorialist's trial, your memorialist knows not how he would have been able to rectify the mistaken view which Colonel Outram took of your memorialist's position. Your memorialist begs, in concluding his statement in regard to Colonel Outram's first charge, to quote here the opinion of the Bombay Government on this point, as conveyed in Mr. Chief Secretary Malet's letter of the 12th January 1849. In the 10th para. of that letter, Mr. Malet writes, "Colonel Outram, I am directed

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to observe, has viewed the office of the native agent, and the duties required of him, in an erroneous light. He would, as is very apparent throughout his examination of Nurso Punt of the 26th of August, render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but what the native agent dictated to him."

91. With respect to the remaining two charges, 6 and 7, the first accused your memorialist of having instigated Baba Nafuda to depute an agent to Bombay, for the purpose of bribing the Honourable Mr. Reid, one of the members of Council, and the second accused him of having made an improper and unauthorised use of the same gentleman's name. Of both those charges your memorialist was fully acquitted by the Government, and it would appear to be unnecessary for your memorialist to allude further to them; yet when he reflects on the reckless manner in which they were preferred and attempted to be proved, your memorialist cannot refrain from representing to your Honourable Court the exceedingly harsh and unjust prosecution to which he was subjected in being tried upon them. Three witnesses were produced to support the charge of your memorialist having had a man sent to Bombay to bribe the Honourable Mr. Reid. One of these witnesses, named Joteshwur, did not mention the Honourable Mr. Reid's name in the first deposition which was taken from him by Colonel Outram, but in a second deposition he did mention it. When examined in presence of the Commissioner, however, he did not at first mention it; but when his second deposition, which appeared to have been taken under some agreement entered into with him by Colonel Outram, was produced, and the consequence of his deviating therefrom was pointed out to him, he mentioned the Honourable Mr. Reid's name. Joteshwur attempted to explain the way in which Colonel Outram took his depositions; but he was interrupted by the Commissioner, who thought proper to send him to the Gaickwar's authorities, in order to be punished for having given false evidence. The other two witnesses, who were goomastas or clerks of Hurree Bucktee's firm, and intelligent men, were unable to speak with certainty as to the particular date at which your memorialist, as alleged by them, went to Baba Nafuda's house, to advise him to depute an agent to Bombay. In their previous depositions they stated, indeed, that in consequence of Laud Baee having proceeded to Bombay, and the probability of Joitabaee's case assuming a serious aspect, your memorialist told Baba Nafuda to send a wukeel, or agent, to Bombay, in the month of Ashad, Sumwut 1904 (July 1848). This statement was clearly false, for Laud Baee was not in Bombay then, she having previously returned thence to Baroda. The depositions of the above witnesses having been taken on the 22d of July 1850, translations thereof were forwarded to the Bombay Government with Colonel Outram's report of the 7th September 1850. It appears that the witnesses afterwards became conscious of the inconsistencies which their depositions exhibited, for they stated before the Commissioner that they had no recollection of the particular year, but that it was three or four years since your memorialist gave to Baba Nafuda the advice which they alleged he did. In the depositions taken at the Residency the month of Ashad, Sumwut 1904 (July 1848) was distinctly stated, and the same month and year were mentioned in Colonel Outram's charge; and the paper which accompanied his report to the Government, dated the 7th September 1850, was headed thus: "July 1848. Memorandum of the inquiry regarding Joteshwur's deputation to Bombay, as a wukeel." The real object of getting up the evidence of the above witnesses, your memorialist begs to observe, was to excite the suspicions of the Bombay Government against your memorialist, in respect to the cases to which the charges Nos. 2 and 3 of Colonel Outram referred, and the subject-matter of which had been already decided upon by the Government, and thus to lead to the prosecution of your memorialist on those charges. It was also quite clear that the same evidence was got up in order to strengthen the cases to which the charges Nos. 1 and 5 of the same officer referred. At the trial of your memorialist before the Commissioner, the witnesses, in giving their evidence, differed considerably, in many other respects, from the statements recorded in their former depositions; but your memorialist does not think it necessary to trouble your Honourable Court by pointing out those discrepancies here. There was one assertion, however, of the witnesses on which your memorialist deems it proper to remark. They stated, that at the time Nafuda sent the agent Joteshwur

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wur to Bombay, in Ashad of Sumwut 1904 (July 1848), a hoondee for 2,000 rupees was given to him; but from the accounts produced it appeared that the hoondee was drawn in the month of Shrawan of Sumwut 1903 (August, September, 1847), whereupon Colonel Outram admitted that he had made a mistake, and that he should have charged your memorialist with having given the advice to Baba Nafuda, in the month of Ashad of Sumwut 1903 (July, August, 1847); yet, even then, the charge could not be proved; for, from the evidence of one Raghoba Shimpee, a resident of Bombay, it was discovered that Baba Nafuda had already carried on a correspondence with one Craig, a European employé in the Secretary's office at Bombay. It further appeared, from the evidence of the same witness, that it was the above-named Craig who suggested to Baba Nafuda that Joteshwur should be sent to Bombay; that he was accordingly sent; and that, when he arrived at Bombay, he was introduced to Craig, to whom he paid a sum of 2,000 rupees. The two witnesses on whose evidence your memorialist was prosecuted on this charge, were persons of the most worthless character. Both of them had been previously sentenced to punishment by the Gaickwar's Government, for having committed perjury and given false evidence; but the sentence was not put into execution, owing to their having managed to make themselves useful to the parties who assisted Colonel Outram in his prosecution of your memorialist. It appears to your memorialist that the sole object of your memorialist's enemies in charging him with the offence in question, was to render him an object of hatred to all the European officers in the Government service, by making them believe that your memorialist was a criminal of such audacity, that he even contemplated the possibility of corrupting, by means of money, a gentleman, whose fair and honourable reputation was too well known to be sullied by the breath of calumny, a gentleman who received a munificent salary from the State, who had exercised the functions of Governor of Bombay, and who was about shortly to terminate his distinguished public career, and to proceed to his native country, to enjoy the recompense of his long and arduous public services.

92. Colonel Outram's seventh charge against your memorialist, accusing him of having made an unauthorised use of the Honourable Mr. Reid's name, was of the same extravagant nature as the sixth charge, which imputed to your memorialist an attempt to bribe that gentleman. A number of witnesses, all of whom were more or less inimical to your memorialist, as well as some documentary evidence, were brought before the Commissioner, to prove the allegations contained in the seventh charge. The principal witness was Jayram Hybut, the avowed author of the fictitious petition, of which mention has been made in para. ,* of this memorial. Your memorialist begs to state to your Honourable Court, that Colonel Outram, in a letter which he addressed to the Government on the 7th September 1850, informed them that the above individual was a man of infamous character, and that he was illdisposed towards your memorialist. This man deposed, that one morning in the month of "Ashwin (or) Kartik 1905" (October, November, 1848), he went to your memorialist's house in Baroda, and put the following question to your memorialist: "As you are about to be pensioned, what will become of me?" That thereupon your memorialist flew into a great passion with him, reviled the Resident, Colonel Outram, and said, that he had the support and countenance of the Honourable Mr. Reid. One of the other witnesses was more explicit as to the day on which he alleged that he heard your memorialist address Jayram in the above manner. He stated that it was on the 10th of Kurtik Wud 1905 (20th of November 1848), when his Highness the Gaickwar went to Pitland; but your memorialist showed the Commissioner, by the records in the office of the Residency, that on the above date your memorialist was not at his house in Baroda, being then with Captain French, who had accompanied the Gaickwar to Pitland, a distance of 30 miles from Baroda. Besides the above discrepancy, there appeared many other contradictory statements in the evidence of the witnesses; but your memorialist will not occupy your Honourable Court's attention by detailing them. With regard to the documentary evidence, the most important document which was produced was a forged note, purporting to have been written to your memorialist by a gentleman at Bombay, and which it was alleged that your memorialist showed to different parties, to prove that he was patronised by Mr. Reid. The circumstances connected with that note were as follows:

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* So in copy.

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follows: In January 1849, your memorialist received through the Post-office an English note. Having opened it, your memorialist had its contents interpreted to him, and was surprised to find that the same consisted of information which the writer alleged he was directed by the Honourable Mr. Reid to convey to your memorialist. Never having been honoured with such a communication from that gentleman, or from any other member of the Government, your memorialist immediately suspected that a trick was being attempted to be played upon him; especially as the name of Baba Nafuda, and certain circumstances relating to the firm of Hurree Bhucktee, were mentioned in the note. Your memorialist thereupon concluded that his enemies had thus ingeniously contrived to entrap him, since the note purported to have been written by a gentleman with whom your memorialist had formerly served in the Revenue Commissioner's department, but who your memorialist was quite sure could have had nothing to do with it. Your memorialist therefore sent it to his son, who was at Wasda, near Surat, and requested that he would endeavour to trace out the writer of it. Your memorialist's son informed your memorialist, that the handwriting of the note was not at all like that of the gentleman whose name was appended to it; and that as he was about to proceed to Bombay, he would, on his arrival there, make inquiries regarding it. In the month of March, your memorialist's son proceeded to Bombay, but forgot to take the note with him. He, however, went to the gentleman by whom it purported to have been written, and having informed him regarding it, promised to send it to him. The note was subsequently sent to the gentleman, but his efforts to trace out the writer of it were unsuccessful. As, however, he did not return the note, your memorialist, when he accompanied Captain French, with his Highness the Gaickwar, to Bombay, in March 1850, went to the gentleman, and asked him for the note, but he informed your memorialist that either some one had taken it away, in order to make inquiries for the purpose of discovering the writer, or that it was mislaid. He, however, promised to send it to your memorialist, if he should find it; but your memorialist never received it from him.

93. That your memorialist never considered it to have been written by the gentleman whose name was signed to it is very evident, from the fact of your memorialist having acted in the way above described. Otherwise your memorialist might have been tempted to write an answer to it, and thus have afforded his enemies special cause for triumph, since, fertile in expedients as they were, they would most probably have intercepted his answer. It was not at all likely, therefore, that your memorialist hawked about the note to show it to people, and to boast of his connexion and influence with Mr. Reid. Yet this was the document which was produced as the principal proof of your memorialist being guilty of the seventh charge preferred against him by Colonel Outram. Your memorialist's entire acquittal of that and the sixth charge, however, clearly evinced the opinion entertained by the Government as to the untrustworthy nature of the evidence adduced in support of them, and that their decision in regard to those charges was just, and fully borne out by the manifest absurdity of the acts imputed to your memorialist, who, according to Colonel Outram's own opinion of him, was not so deficient in common prudence and understanding as to have acted in the way in which those charges represented him to have done. Your memorialist would not have troubled your Honourable Court by making any allusion to this part of Colonel Outram's prosecution, had he not thought it necessary to show your Honourable Court how grievously that officer was misled by designing persons, who seized every opportunity of working mischief to your memorialist.

94. Having commented upon the principal portions of the evidence adduced by Colonel Outram in support of the various charges preferred by him against your memorialist, and having represented the most prominent of the circumstances connected with the respective matters to which those charges had reference, your memorialist now leaves his case in the hands of the Honourable Chairman and Members of your Honourable Court, from each of whom your memorialist sanguinely hopes that it will receive the best consideration, and that your Honourable Court will not withhold from your memorialist that impartial justice which the local Government have not chosen to accord to him. He has not deemed it necessary to comprise in this memorial a minutely elaborate defence of all the criminatory allegations which Colonel Outram, in his

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his prosecution of your memorialist, thought proper to set up against him, since, if your memorialist were to notice them in detail, he fears that he would only trespass unnecessarily upon the valuable time and attention of your Honourable Court. Your memorialist has therefore confined his remarks and statements to such features of the evidence, and the circumstances connected with each charge, as he thought required particular explanation; for your Honourable Court cannot fail to observe from the proceedings of the Commissioner who tried your memorialist at Baroda, that Colonel Outram considered it his duty, in conducting his prosecution of your memorialist, to leave nothing unasserted that might tend to throw obloquy on your memorialist. Hence that officer did not hesitate to state, in a statement submitted by him to the Government, with a report dated the 10th April 1851, that during a period of four years Baba Nafuda became possessed of four lacs of rupees, drawn from Hurree Bhuktee's firm; that in his (Colonel Outram's) opinion the whole of that large sum had been expended privately by the above-named individual, whom he moreover believed had abstracted a quantity of jewellery and ornaments; that a large portion thereof was in the possession of your memorialist's "friends at the Residency;" and that your memorialist must have got a considerable share of that property, but no attempt was made to prove how your memorialist had received that property; and with respect to the above sum of four lacs of rupees, a memorandum, dated the 25th of September 1850, was presented by Baba Nafuda, in which document, it appears, he explained how the money which he drew from the firm was disposed of.

95. Your memorialist will not therefore allude any further to these and other vague and groundless imputations raised against him by Colonel Outram, since he is convinced that your Honourable Court, seeing that they were not included in the charges preferred by that officer against your memorialist, will regard them as irrelevant to your memorialist's case. Yet your memorialist cannot avoid remarking, that those imputations, widely circulated as they were, had an effect extremely prejudicial to your memorialist. The mischievous tongue of slander was busily employed in giving utterance to calumnies, which ascribed to your memorialist delinquencies whose enormity was such as to entitle him to rank with criminals of the deepest guilt. Before and since your memorialist's dismissal by the Government his enemies have from time to time vented their malice in virulently mendacious attacks upon him in the columns of a newspaper published at Bombay. They have represented your memorialist as possessed of immense wealth, and about to lavish lacs of rupees to obtain a reversal of the decision passed by the Bombay Government against him; and in fact, to effect a re-organisation, if not a revolution of the Government itself. Extravagantly absurd and totally unworthy of belief as such assertions must have appeared to men of common sense, your memorialist is confident that, with the unreflecting portion of the public, they have obtained a sufficient degree of credence to render your memorialist's name a bye-word, and to confirm the suspicions which were so sedulously promoted by those who were anxious to complete his ruin. Your memorialist is aware that such disgraceful attacks on the character of your memorialist, as those which he has here described, if ever noticed by any member of your Honourable Court, would not have the slightest effect in biassing their minds against your memorialist; and your memorialist's object in mentioning them at all is only to render your Honourable Court cognisant of the spirit of persecution which actuated your memorialist's evil wishers. To the same cause, as well as to their predominant love of intrigue, may be attributed their indefatigable exertions to get up the different charges which Colonel Outram preferred against your memorialist. With all the mass of evidence, however, produced in support of those charges, and with all the zeal and ingenuity displayed by those who were anxious to convict your memorialist, by some means or another, of the offences of which he was accused, the Right honourable the Governor in Council of Bombay, in the conscientious exercise of his judgment, yet in direct opposition to his former decision, and as your memorialist contends, on insufficient grounds, could only pronounce your memorialist guilty of one offence, and was constrained to acquit him of the other offences with which he was charged, though such acquittal was accompanied with the expression of undefined suspicions relative to your memorialist's conduct.

96. Your memorialist, therefore, implores your Honourable Court to examine most

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most deliberately the nature of the charge of which the Government have convicted him, and the species of evidence by which it was supported before the Commissioner, Mr. Frere. Your memorialist was accused in substance, of not having represented the falsity of the accounts received from a firm to which a sum of money was due, and your Honourable Court will remember that an incorrect English version of your memorialist's statement thereof was produced, in order to make out that charge, and that sundry witnesses employed in the Residency-office, were brought forward under intimidation, to say that your memorialist had withheld from Colonel Outram certain papers which, if they had been produced, would have indicated the falsity of that account. And upon such evidence, inadmissible and untrustworthy as it was, your memorialist was pronounced guilty of a betrayal of trust, and sentenced to be dismissed from the public service. With respect to that offence, and the other offences with which your memorialist was charged, he will not, however, here repeat or say anything in addition to what he has already represented in this memorial, but he humbly trusts that your Honourable Court will duly consider the various circumstances which led to the getting up of each of the charges preferred against him; that you will look at the positions of some of the witnesses in relation to your memorialist; that you will not fail to observe the characters of many of them, and discover the motives which induced them to give their testimony in the way in which they did; that you will also particularly notice the nature of the documentary evidence produced by Colonel Outram, and the extraordinary manner in which much of it was obtained, and finally, that you will consider the prejudiced feeling exhibited towards your memorialist by Colonel Outram, and the unscrupulous assertions contained in the charges which he preferred against your memorialist.

97. It is for your Honourable Court to judge whether the charge which the Government consider to have been proved was so fully borne out by the evidence, such as it was, as to leave no reasonable doubt to be entertained that your memorialist was really guilty of the fraudulent acts imputed to him, and whether the evidence on which he was convicted by the Government, was more respectable and consistent than that which failed to substantiate the six other charges upon which your memorialist was tried. Your memorialist has pointed out in this memorial the various principal discrepancies observable in the statements of the witnesses who were examined before the Commissioner at Baroda, and has represented the menaces which were used to prevent them from telling the truth, in contradiction of their former statements, which, partly by coercion and partly by inducements being held out to them, they were led to make before the Residency authorities. To these circumstance your memorialist is confident that your Honourable Court will give full weight in reviewing the proceedings of the Commissioner, and that your memorialist will obtain the benefit of any scruples which may thereupon arise as to the degree of belief to which the evidence of those witnesses was entitled.

98. In now bringing to a close this necessary lengthy memorial, your memorialist respectfully begs again to remind your Honourable Court, that his services to the State have been long and faithfully rendered, and that up to the time at which he unfortunately incurred the displeasure of his late superior, Colonel Outram, no reproach had ever been cast upon the fair character which your memorialist had earned for himself, and had uniformly upheld throughout his previous service. Then may it not, your memorialist humbly conceives, be worth while to inquire how a man, who had never before been subject to any imputation, should have suddenly swerved from the path of rectitude, and have launched forth into a course of reckless iniquity? Is it not inconsistent with the common experience acquired by all ordinary observers of human actions, to suppose that an individual who had passed the best part of his life in patient industry, and who having successfully toiled through the various gradations of official employment, had attained, along with special marks of honour, one of the highest posts which a native of this country is permitted to hold, should have imprudently risked all the acquisitions of so honourable a career, and have precipitately entered upon a line of conduct leading to inevitable punishment and disgrace? These are considerations which your memorialist is sure your Honourable Court will not overlook; and furthermore, that you will reflect on the various means and appliances called into operation at Baroda, to collect the incongruous evidence

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dence which was produced before the Commissioner to verify the false statements of your memorialist's enemies, and to assist the plots laid by them to bring about his ruin.

99. For many years past your memorialist's health has been very infirm, and the anxiety and suspense endured by him during his recent trial, and subsequently, have tended materially to aggravate his ailments. Your memorialist is therefore desirous to pass his remaining days in retirement and tranquillity; yet he would be wanting in self-respect, and would betray a heartless absence of affection and consideration towards his family, and especially his sons, some of whom are in the Government service, were he to rest without making an effort to cause a full inquiry to be made into the merits of his case. Your memorialist accordingly prays, in conclusion, that your Honourable Court will afford him that inquiry, since he is assured that if a strictly impartial view be taken of the matters which he has represented to your Honourable Court, his conduct will not appear to have been such as to have justified the Bombay Government to pass upon him the severe sentence against which he now appeals; and that if he be allowed an opportunity to do so, he will be able to show that the suspicions which they have entertained against him are entirely unfounded.

And your memorialist, as in duty bound, will ever pray.

Bombay, 31 August 1850. (signed) *Nurso Luxumon.*

APPENDICES to *Nurso Luxumun's* MEMORIAL.

Appendix (A.)

Ramajee Hurree, Kamavisdar of Neriad.

THE acting collector, in forming the revenue settlement this year, 1825–26, of the Neriad purgunnah, received great assistance and very correct information from the kamavisdar, and his conduct during the year has been marked by strict attention to orders, considerate treatment of the ryots, and a proper regard to the wishes of the Honourable Company.

The measures adopted this season will, I expect, materially tend to the general improvement of the purgunnah; and the share the kamavisdar had in the execution of those measures speaks highly to his credit.

(True copy.)

Kaira Collector's Office,
30 June 1826.

(signed) *Thomas Williamson,*
Actg. Collr. and Magistrate.

Nursoba Luxumon, Kamavisdar of Neyhar.

THE above remarks are also applicable to this officer. He had not been a year in the purgunnah before his abilities, personal exertions, and industry, brought the affairs of the purgunnah into a far more regular state than they were when he received charge of them. I have always considered Nursoba a first-rate native servant; and his management this year has tended greatly to confirm that opinion.

The police of this troublesome part of the jurisdiction has also been materially improved through the agency of this kamavisdar.

(True copy.)

Kaira Collector's Office,
30 June 1826.

(signed) *Thomas Williamson,*
Actg. Collr. and Magistrate.

THIS is to certify that Nursing Row served under the Collector of Broach for the period of 14 months, during which time he has been employed in superintending the preparation of the number War khurdas in the villages of the Broach, Unklesur, and Hansote purgunnahs. His great experience as a revenue officer has enabled him to procure information respecting the actual state of the different districts, and that considerable progress has been

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been made in the introduction of a system of revenue management may be attributed to his diligence and perseverance. He returns at his own request to his duty under the collection of Kaira.

(signed) *P. Stewart*,
Broach, 10 May 1827. 1st A. Collr. in Charge.

Nursoba Luxumon, kamavisdar of Borsud, who has now charge of the greater portion of the Company's share of the purgunnah of Petland, is a young man whose promotion to the responsible situation is solely to be attributed to the excellent character he had acquired in subordinate situations.

The first situation he held was accountant and register of ore in the Duskooree pergunnah, where his intelligence, and assistance he gave to the revenue survey, having afforded great satisfaction to Captain Cruickshank, the head of the department, that officer brought him to the notice of the Collector (Mr. Dunlop) as a young man of particular promise.

Mr. Dunlop, in consequence, appointed him an assistant to the dufturdar at the Hoozoor's Cutchery, at Ahmedabad, and it was in that situation I first became acquainted with him. Observing his attention to his duty, and that he kept aloof from everything like intrigue or party spirit in the office, I begged the Collector to allow him to accompany me to Purantage and Veerumgaum when the Jummabundy settlement of those purgunnahs was entrusted to me, in 1822–23. I was so much satisfied with his conduct on that occasion, that when instructed to make septennial settlement with the Raja of Bhownuggur for the whole of his possessions within the Honourable Company's territories, I took Nursoba with me as my native assistant. Several important questions were to be solved, and an estimate of the resources of the Raja's talookas obtained, before I could proceed satisfactorily with the settlement. While making the inquiries necessary to these objects, I derived much useful assistance from Nursoba; and I can with confidence state that Government is considerably indebted to him for the successful conclusion of that important settlement, which was afterwards made decennial under the special orders of Government.

In 1825–26 Nursobah was appointed kamavisdar of Aleena; and in discharging the responsible public duties that devolved upon him as head of that purgunnah, he gave perfect satisfaction to his superiors; his revenue was punctually realised, and his knowledge and support of the rights and usages of the country rendered him popular among the ryots.

In 1824–25 he was promoted to the komavisdarship of Nepar,* which placed him over nearly half of the Company's share of Petland. In the superintendence of the police, and in the management of the revenue of this extensive charge, he displayed much ability, zeal, and good sense. Some very troublesome Mehwassee villages, situated among the ravines of the Myhee, were within his komavisdarship; and the restraint his active superintendence imposed on the conduct of the coolees, tended (I speak from personal observation made during several visits to that quarter) considerably to the tranquillity of that part of the zillah.

* This is a first class Komavisdarship.

Through his exertions several old and notorious offenders against the public peace were brought to punishment; among them was the Barwattia Wuka Heemta, patell of Ambolee (who was executed), who had committed dreadful excesses in the country and escaped from all attempts to seize him during six years. Among his services as a revenue servant, I may particularize the restoration of the "Nerwa" of some of the large villages of Churotur. Their "bhagdaree" (as villages are called which are divided into shares, or bhags) constitution had been broken by over-assessment and other causes, but since their old tenure was renewed their condition has been improving.

When I was appointed by Government to make the permanent settlement of the Broach purgunnahs, Nursoba's superior qualifications as a revenue officer induced me to place him at the head of my native establishment; and in revising the Tullatee system, in detecting abuses, and in conducting the general duties of the department, I received from him the most valuable aid; Mr. Stewart, who was my assistant, and by whom the duties were subsequently principally conducted, speaks of his services in the highest terms; and when lately at Kaira, I found that Mr. Mills, under whom he now serves, fully appreciated his merits; but his best praise, in my humble opinion, is, that the accuracy of information, the soundness of opinions he has so frequently been called upon to give in the discharge of his public duties at the head of a purgunna, have been invariably (for I do not remember an instance to the contrary) borne out by facts and practical results.

In this certificate of Nursoba's services, I have entered more into detail than is usual; but, satisfied of his uncommon qualifications, I am in hopes this record may be of some use in rendering them of further service to Government and himself. It is as politic as it is just to bring to notice the merits of our native servants filling situations like his. On those servants the good management of the country depends in a material degree, and encouraging them stimulates others to follow their example. It is only to be regretted that instances of superior desert among them are of such rare occurrence.

Mandvie, 23 March 1830. (signed) *Thomas Williamson.*

N.B.—I never heard even an insinuation against Nursoba's honesty.

Mandvie, 23 March 1830. (signed) *T. W.*

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NURSOBA LUXUMON, komavisdar of the collectorate of Kaira, was selected to accompany me on the tour through Guzerat, Kattywar and Cutch, and I have had the fullest occasion to be satisfied with this sensible and intelligent native revenue officer, whose information and excellent character will, I make no doubt, advance him in a line of service for which he has given many proofs of his qualifications to fulfil its duties; and, amongst others, he has given me a very sensible paper on the subject of improving the police of the collectorates of Kaira and Ahmedabad.

(signed) *John Malcolm.*[*]

No. 254 of 1831.—Territorial Department, Revenue.

To *E. B. Mills*, Esq., Sub-collector, Kaira.

Sir,

I HAVE the honour to forward copy of a letter from Mr. Secretary Williamson, intimating that the Right honourable the Governor in Council has been pleased to appoint Nursoo Luxumon, lately komavisdar of Boorsud, to be dufturdar at Surat, upon a salary of 300 rupees per mensem.

I have, &c.
(signed) *J. A. Dunlop,*
Revenue Commissioner.

(True copy.)
(signed) E. B. Mills, Sub-collector.

No. 1844 of 1831.—Territorial Department, Revenue.

To *J. A. Dunlop*, Esq., Revenue Commissioner.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 12th instant, and to acquaint you that the Right honourable the Governor in Council approves and sanctions the appointment of Nursoo Luxumon, lately commavisdar of Boorsud, to be dufturdar at Surat, in succession to Kishowram Soobaram, upon a salary of 300 rupees per mensem.

I have, &c.
(signed) *Thomas Williamson,*
Secretary to Government.

(True copy.)
(signed) J. A. Dunlop, Revenue Commissioner.

(True copy.)
(signed) E. B. Mills, Sub-collector.

THIS is to certify, that Nursingrow Luxumon has served in this zillah seven years, with credit to himself and satisfaction to his superiors.

(signed) *E. B. Mills,*
Kaira, 11 August 1831. Sub-collector.

He has paid his subscription to the Purvoes or Wardens' Fund as commavisdar.

Bombay, 22 December 1831.

THE bearer, Nursoba Luxumon, now record keeper of Surat, entered our employ under me at Ahmedabad, about 1810, as a tulatee, where he distinguished himself in the preparation of his papers so much, that he was promoted to a better situation in the Sudur kutcherry, from which he has risen, under different Collectors, through the regular gradations of the service, to his present situation.

I consider Nursoo Luxumon a most favourable example of the best description of native servants in our employ. He entered, with hundreds of others, totally unconnected with any other persons, and brought himself into notice by his own industry and merit. His case should be an encouragement to others similarly situated, and an example to Collectors, of the best means of procuring efficient servants, as well as of encouraging good conduct in inferiors, by holding out hopes of preferment to all, however unfriended.

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[*] Governor of Bombay.

I have

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I have the highest opinion of Nursoo Luxumon, and he is thoroughly acquainted with every part of his duty. I, therefore, trust he may succeed in the arduous task he has entered on, and constitute for himself claims for higher rewards from Government.

(signed) *J. A. Dunlop*,
Revenue Commissioner.

No. 1482 of 1832.—Territorial Department, Revenue.

To *William Stubbs*, Esq., Principal Collector of Surat.

Sir,

I AM directed to acquaint you that the Right honourable the Governor in Council has been pleased to appoint Moteechund Govindram, dufturdar of Surat, in the room of Nursoo Luxumon, who has been promoted to that situation in the Revenue Commissioner's Office.

I have, &c.
(signed) *L. R. Reid*,
Acting Secretary to Government.

Bombay Castle, 14 May 1832.

(True copy.)
(signed) W. Stubbs, Principal Collector.

Territorial Department, Revenue.

To *L. R. Reid*, Esq., Secretary to Government, Bombay.

Sir,

NURSOBA LUXUMON, the late dufturdar of this zillah, has proceeded to take charge of his new appointment, in conformity to the order of Government conveyed in your letter of the 14th ultimo. I, therefore, take the opportunity of recording, for the information of the Right honourable the Governor in Council, the great assistance which I have derived from this officer while employed in this department.

Nursoba's acquirements and qualifications for a revenue officer are beyond those of any other native I have met with in India; for with as much experience and with greater intelligence than most, he has the character of being strictly honest, and possesses habits of business, and the power of applying himself to it, in a manner that I have never seen equalled.

His abilities were well known to the late Revenue Commissioner, and he was accordingly selected by that gentleman as the fittest person to aid in introducing into this zillah the Ahmedabad method of keeping and preparing the village native accounts, and which were considered better calculated to detect error and prevent fraud than those in use.

It might have been, and indeed was foreseen, that little assistance would be rendered by the village officers themselves. The very object in view (and which suggested the change) was sufficient to make them oppose it; and it has been only by the unwearied perseverance and active superintendence of the dufturdar, whilst travelling through the districts, that the measure has been so far advanced. The public will probably derive greater advantage from Nursoba's talents in the more extended field for exertion which his new appointment will open to him, or I should deeply regret his removal at the present juncture from this zillah.

I have, &c.
(signed) *W. Stubbs*,
Principal Collector.

Principal Collector's Office, Surat,
17 June 1832.

(True copy.)
(signed) W. Stubbs, Principal Collector.

No. 1714 of 1833.—Territorial Department, Revenue.

To *L. R. Reid*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to bring to the notice of the Right honourable the Governor in Council the valuable services rendered to the financial interests of Government by Nursoo Luxumon, the dufturdar of this department.

2. Though of a very respectable family, this individual has risen by his merits from the lowest (literally) to the highest situation a native can fill in the Revenue branch of the service.

3. Nursoo Luxumon made his *debut* in our service as a tullatee, and his abilities were first brought to notice by Captain Cruickshank, superintendent of the Revenue Survey, when

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when that officer was engaged in surveying the village of which he was register. At this period we were settling acquisitions obtained by the Honourable Company from the Paishwa and Guikwar after the war; and with the view of encouraging the tullatees (on whose exertions the settlement mainly depended), rewards were given to a few of those who distinguished themselves for the neatness and accuracy of their accounts. Nursoo carried off one of the prizes.

4. He was afterwards employed as a karkoon on the Hoozoor establishment, but was often engaged in revenue settlements connected with the internal management of the country, and his assistance on these occasions was highly useful. I will here introduce a short account of his services previous to his rise to the high situation of dufturdar of Surat, which I wrote in 1830.

5. "The first situation he held was accountant and register in Ore, in the Duskooree purgunnah, where his intelligence, and assistance he gave to the Revenue Survey, having afforded great satisfaction to Captain Cruickshank (the head of that department), that officer brought him to the notice of the Collector (Mr. Dunlop) as a young man of particular promise.

6. "Mr. Dunlop, in consequence, appointed him an assistant to the dufturdar at the Hoozoor Cutcherry, at Ahmedabad; and it was in that situation I first became acquainted with him. Observing his attention to his duty, and that he kept aloof from everything like intrigue or party spirit in the office, I begged the Collector to allow him to accompany me to Purantage and Veerunegaum, when the Jummabundy settlement of those purgunnahs was entrusted to me in 1822-23. I was so much satisfied with his conduct on that occasion, that when instructed to make septennial settlement with the Raja of Bhownuggur, for the whole of his possessions within the Honourable Company's territories, I took Nursoba with me as my native assistant. Several important questions were to be solved, and an estimate of the resources of the Raja's talookas obtained, before I could proceed satisfactorily with settlement. While making the inquiries necessary to those objects, I derived much useful assistance from Nursoba, and I can with confidence state that Government is considerably indebted to him for the successful conclusion of that important settlement, which was afterwards made decennial under the special orders of Government.

7. "In 1825-26, Nursoba was appointed komavisdar of Alleena, and in discharging the responsible public duties that devolved upon him as head of that purgunnah, he gave perfect satisfaction to his superiors. His revenue was punctually realised, and his knowledge, and support of the rights and usages of the country, rendered him popular among the ryots.

8. "In 1824-25 he was promoted to the komavisdarship of Naphar,* which placed him over nearly half the Company's share of Petland. In the superintendence of the police, and in the management of the revenue of this extensive charge, he displayed much ability, zeal, and good sense. Some very troublesome Mehwassee villages, situated among the ravines of the Mahee, were within his jurisdiction; and the restraint his active superintendence imposed on the conduct of the coolees, tended (I speak from personal observation made during several visits to that quarter) considerably to the tranquillity of that part of the zillah.

9. "Through his exertions several old and notorious offenders against the public peace were brought to punishment; among them was the Barwattia Naka Himta, patell of Ombalee (who was executed), who had committed dreadful excesses in the country, and escaped from all attempts to seize him during six years. Among his services as a revenue servant, I may particularise the restoration of the "Nerwa" of the villages of the "Cheerotur." Their "bhagdaree" (as villages are called which are divided into shares, or bhags) constitution had been broken by over-assessment, and other causes; but since their old tenure was renewed their condition has been improving.

10. "When I was appointed by Government to make a permanent settlement of the Broach purgunnah, Nursoba's superior qualifications as a revenue officer induced me to place him at the head of my native establishment; and in revising the tullatee system, in detecting abuses, and in conducting the general duties of the department, I received from him the most valuable aid. Mr. Stewart, who was my assistant, and by whom the duties were subsequently principally conducted, speaks of his services in the highest terms; and when lately at Kaira, I found that Mr. Mills, under whom he now serves, fully appreciated his merits. But his best praise, in my humble opinion, is that the accuracy of information, the soundness of opinion he has so frequently been called upon to give in the discharge of his public duties at the head of a purgunnah, have been invariably (for I do not remember an instance to the contrary) borne out by facts and practical results.

11. "In this certificate of Nursoba's services, I have entered more into detail than is usual, but satisfied of his uncommon qualifications, I am in hopes this record may be of some use in rendering them of further service to Government and himself. It is as politic as it is just to bring to notice the merits of our native servants filling situations like his. On those servants the good management of the country depends in a material degree, and encouraging them stimulates others to follow their example. It is only to be regretted that instances of superior desert among them are of such rare occurrence."

* This is a first-class komavisdarhsip

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12. Nursoba did not remain a sufficient time at Surat, to give all the aid his extensive knowledge and abilities would otherwise have enabled him to give; but his services at Surat were notwithstanding very useful, and through his exertions a good system of village accounts was introduced throughout that extensive zillah. The task was as invidious as it was laborious; for in accomplishing it, the aid of the village officers was essentially requisite, and they were opposed to the reforms which were its objects. In speaking of Nursoba's services on this occasion, the Principal Collector observes in a letter to the Revenue Commissioner, dated the 17th June 1832, "It might have been, and indeed was foreseen, that little assistance would be rendered by the village officers themselves. The very object in view (and which suggested the change) was sufficient to make them oppose it; and it has been only by the unwearied perseverance and active superintendence of the dufturdar, whilst travelling through the districts, that the measure has been so far advanced."

13. In another part of the same letter, the Collector observes, "Nursoba's acquirements and qualifications for a revenue officer, are far beyond those of any other native I have met with in India; for with much experience and with greater intelligence than most, he has the character of being strictly honest, and possesses habits of business and the power of applying himself to it in a manner that I have never seen equalled."

14. In a certificate given to Nursoba by the late Revenue Commissioner, Mr. Dunlop, dated 22d December 1831, he states, "I consider Nursoo Luxumon a most favourable example of the best description of native servants in our employ. He entered, with hundreds of others, totally unconnected with any other person, and brought himself to notice by his own industry and merit. His case should be an encouragement to others similarly situated, and an example to Collectors of the best means of procuring efficient servants, as well as of encouraging good conduct in inferiors, by holding out hopes of preferment to all, however unfriended." I have annexed to this letter copies of Mr. Dunlop's certificate, and of others Nursoo has at various times received from the several officers under whom he has served.

15. He has now been in the employ of the Honourable Company for 15 years, and although I have been stationed during a considerable part of that time in the same districts, and had the best opportunities of watching his conduct, and of hearing others remark on it, I have never heard a suspicion expressed of his honesty. The natives, from the surdar to the cultivator, have always spoken of him as a respectable man, as an able servant, and an impartial officer.

In transacting business with natives, his demeanour is mild, firm, and independent, such as denotes a man who, conscious of having always uprightly discharged his duty, neither seeks the support of a friend nor fears the designs of an enemy. He undertakes an invidious duty with the same readiness as an agreeable one.

16. Since he was appointed dufturdar in this department, I have had every reason to be highly satisfied with the aid I have received from him, particularly in examining and improving the village accounts, which he thoroughly understands.

17. This appointment was merely nominal promotion to him, for he received the same pay (300 rupees) per mensem, as dufturdar of Surat, while the constant and long journeys he has now to make are both expensive and disagreeable to him. Had he merely consulted his private convenience, he would, I know, have preferred remaining at Surat.

18. It is not, however, so much with the view of improving the situation, as of rewarding the individual, that I am now induced to bring Nursoba to the favourable notice of his Lordship in Council. His high attainments and services are more or less known to our native servants in all our districts, and I know of no case to which Government could apply with better and more certain effect than to his, that principle which dictates the policy, wisdom, and justice of elevating natives who have honourably distinguished themselves in our service.

19. Nursba is still a young man, and I hope (though he is of a delicate constitution), he may yet be able long to serve Government; but had he been about to retire, I should have felt it my duty respectfully to recommend him as a fit object on whom to confer an "enam" in land. At present I would venture to propose that 100 rupees be added to his monthly salary, and a palanquin be presented to him (a considerable honour among natives) with an annual allowance of 600 rupees to support it.

I have, &c.

(signed) *T. Williamson*, Revenue Commissioner.

Poonah, Revenue Commissioner's Office,
27 September 1833.

No. 2947 of 1833.—Territorial Department, Revenue.

To *T. Williamson*, Esq., Revenue Commissioner, Poonah.

Sir,

I am directed to acknowledge the receipt of your letter, dated the 27th ultimo, bringing to notice the merits and services of Nursoo Luxumon, your present dufturdar, and to acquaint you

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you that the Right honourable the Governor in Council entirely concurs in the opinion expressed in the 9th para. of the wisdom, policy, and justice of elevating natives who have distinguished themselves in the service of Government, and is pleased to sanction an increase of 100 rupees per mensem to Nursoba's salary, and the grant to him of a palanquin, with the customary allowance of six hundred (600) rupees per mensem; which is to be subject, however, to the approbation of the Honourable the Court of Directors.

I am at the same time directed to observe, that the additional sum of 100 rupees now granted to Nursoo Luxumon, is not to be considered a permanent increase to the salary of the dufturdars on your establishment.

I have, &c.
(signed) *L. R. Reid,*
Secretary to Government.

Bombay Castle, 18 October 1833.

(True copies.)
(signed) T. Williamson,
Revenue Commissioner.

No. 1830 of 1833.—Territorial Department, Revenue.

To *Nurso Luxumon,* Dufturdar, Revenue Commissioner's Office, Poonah.

Sir,

I HAVE to acquaint you that the Right honourable the Governor in Council has been pleased, under date the 10th instant, to reward your valuable services by sanctioning an increase of 100 rupees per mensem to your salary, and as a further mark of his approbation to grant to you a palanquin, and the customary allowance of 600 rupees per annum, to support it, subject, however, to the confirmation of the Honourable the Court of Directors.

2. The Right honourable the Governor would himself have presented you with the palanquin, had he not been prevented by his early departure from Poonah.

I have, &c.
(signed) *T. Williamson,*
Revenue Commissioner.

Poonah, Revenue Commissioner's Office,
14 October 1833.

No. 1686 of 1834.

To *Nursoba Luxumon,* Dufturdar on the Establishment of the Revenue Commissioner, Poonah.

Sir,

WITH reference to my letter, dated the 14th October last, wherein I acquainted you that the Right honourable the Governor in Council has been pleased to sanction the presentation to you of an honorary palanquin and "khibut," I have now further to acquaint you that Government permits you to draw eight hundred and ninety-five (895) rupees for the purchase of those articles, as intimated to me, under date the 15th instant. Copy of my correspondence with Government on the subject is annexed.

I remain, &c.
(signed) *Thos. Williamson,*
Revenue Commissioner.

Poonah, Revenue Commissioner's Office,
21 August 1834.

No. 1568 of 1834.—Territorial Department, Revenue.

To *C. Norris,* Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to request the sanction of Government to 895 rupees being given to my dufturdar, Nursoba Luxumon, for the purchase of the palanquin and "khilbut," which Government awarded him on account of his meritorious services, as intimated in Mr. Secretary Reid's letter of the 10th October last. My reasons for recommending this amount are, I believe a native palanquin and "kilbut," such as I respectfully conceive the occasion demands, could not be found for a less sum, and that was the amount I believe which was given to Moteechund Govindram, the present dufturdar at Ahmedabad, on a former occasion. If it is deemed preferable, a palanquin, such as is used by natives of rank, might be made at Bombay and sent to the dufturdar at Poonah, but an article of this kind could probably be made cheaper here.

I have, &c.
(signed) *T. Williamson,*
Revenue Commissioner.

Poonah, Revenue Commissioner's Office,
4 August 1834.

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No. 2221 of 1834.—Territorial Department, Revenue.

To *T. Williamson*, Esq., Revenue Commissioner, Poonah.

Sir,

I AM directed to acknowledge the receipt of your letter to Mr. Chief Secretary Norris, dated the 4th instant*, and to acquaint you that the Right honourable the Governor in Council is pleased to sanction the sum of eight hundred and ninety-five (895)rupees, for the purchase of a palanquin and "kilbut," for presentation to Nursoba Luxumon, dufturdar on your establishment.

I have, &c.
(signed) *L. R. Reid*,
Secretary to Government.

Bombay Castle, 15 August 1834.

(True copies.)
(signed) Thomas Williamson,
Revenue Commissioner.

* In the original "ultimo."

No. 1494 of 1836.—Territorial Department, Revenue.

To *Nurso Luxumon*, Rao Bhadoor, Dufturdar to the Revenue Commissioner.

Sir,

IT will be as gratifying to you to receive, as it is a pleasure to me to send, the annexed copies of a letter from Government and of its accompanying extract from a despatch from the Honourable the Court of Directors, confirming the measure of this Government, which granted you an increase of salary, aud an honorary palanquin for your meritorious services, both under me and in the other appointments you have held under the British Government.

I remain, &c.
(signed) *Thomas Williamson*,
Revenue Commissioner.

Poonah, Revenue Commissioner's Office,
19 July 1836.

No. 1790 of 1836.—Territorial Department, Revenue.

To *T. Williamson*, Esq., Revenue Commissioner.

Sir,

WITH reference to Mr. Secretary Reid's letter, No. 2947, dated the 10th October 1833, I am directed by the Right honorable the Governor in Council to transmit, for your information, the accompanying extract (paragraphs 83 and 84) of a letter from the Honourable the Court of Directors, dated the 30th March last, sanctioning the increase of pay and palanquin, with the usual allowance, granted to Nursoba Luxumon, dufturdar on your establishment.

I have, &c.
(signed) *J. P. Willoughby*,
Secretary to Government.

Bombay Castle, 8 July 1836.

EXTRACT of a Letter from the Honourable the Court of Directors, dated the 30th March 1836.

Letter, dated 28 October 1833, No. 40.

Para. 83. IT appears that this individual has served the Company 15 years, and that he has obtained very strong testimonials from the revenue officers under whom he has been employed.

Merits and services of Nursoba Luxumon, dufturdar in the office of the Revenue Commissioner.

84. We are much pleased to receive so favourable a testimony to the peculiar merits of this individual; and although it is necessary to caution you against granting high and disproportionable rewards, which could not be extended far without public inconvenience, we are induced to sanction the grant which you have conferred in the present instance.

(True extract.)
(signed) *J. P. Willoughby*,
Secretary to Government.

(True copies.)
(signed) Thomas Williamson,
Revenue Commissioner.

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No. 673 of 1840, Territorial Department Revenue.

To *Nursoo Luxmon,* Rao Bahadoor, Dufturdar, Revenue Commissioner's Office.

Sir,

I BEG to subjoin copy of a correspondence with Government, from which you will perceive that the Honourable Court has been pleased, in consideration of your services, and the favourable testimony borne to your merits, to grant you an enam of the value of one thousand and two hundred (1,200) rupees per annum, for three lives.

2. You will be pleased to point out the villages, or lands, to that value, which you would wish to have assigned to you.

I remain, &c.

Revenue Commissioner's Office, Poonah,
10 June 1840.

(signed) *J. Vibart,*
Revenue Commissioner.

No. 2585 of 1838, Territorial Department, Revenue.

To *L. R. Reid,* Esq., Acting Chief Secretary, Bombay.

Sir,

I HAVE the honour to bring to the notice of Government the very valuable services of Nursoo Luxmon, dufturdar, of this department. These services I had the honour to state to Government in a letter, of which, for facility of reference, a copy is annexed.

2. In that letter I have given a sketch of his services from the time he was a tullatee, brought into notice by the superior excellence of his accounts, and of his general management of the village till the time when his merits obtained for him the highest situation which a native revenue servant can hold under Government.

3. Regarding that part of his career, therefore, I have little to add beyond annexing a copy of an autograph certificate by the late Sir John Malcolm, whose notice he attracted whilst on his last tour through this Presidency; and I have only to state that during the five years which have elapsed since I addressed to Government the letter above alluded to, I have continued to receive from him assistance as valuable as it is possible for a native to afford.

4. The improved state of the accounts in the zillahs, under this Government, is in a great measure to be attributed to Nursoo Luxumon's advice and assistance; and of the numerous abuses and systems of fraud and oppressions which have from time to time been brought to the notice of the local authorities, and of Government, by this department, many would, but for his vigilance and fidelity, have long remained undiscovered.

5. His abilities have been acknowledged by every officer under whom he has ever served, and, what is far more uncommon among our native servants, his uprightness, independence and general integrity have never been impeached. Instances of this kind are rare, even when the individual remains in the same station during the whole of his service; and they are, I think I may safely say, almost unknown in cases like the present, where a uniformly high and unblemished character has been maintained in every grade of the service, from the lowest to the highest, at different stations, and under European officers of every variety of temper and acquirements.

6. Nursoba is so well known throughout the native service, that any mark of Government's approbation bestowed on him will have the effect of more or less stimulating the exertions of all his fellow-servants, so that besides giving to merit of a very uncommon order its just reward, Government, I feel convinced, will be raising the character, and encouraging the efforts of its servants in every native office, by marking in some signal manner its sense of Nursoo Luxumon's rare fidelity and highly meritorious services; and now that my connexion with the native Government service, which has continued for so many years, is about to terminate, I felt convinced that I am consulting the best interests, and consequently those of Government itself, in respectfully proposing that a grant of a village in Enam, 1,200 rupees annual value, be made to him in any part of the Presidency where he may wish to select it.

I have, &c.

Revenue Commissioner's Office, Poonah,
21 November 1838.

(signed) *T. Williamson,*
Revenue Commissioner.

No. 4500 of 1838.—Territorial Department, Revenue.

To *John Vibart,* Esq., Revenue Commissioner.

Sir,

I AM directed by the honourable the Governor in Council to acknowlede the receipt of your predecessor's letter, No. 2585, dated the 21st ultimo, bringing to the notice of Govern- ment

Case of Nursoo Luxmon.

ment the very valuable services of Nursoo Luxumon, the dufturdar in your department, and recommending that a village of one thousand and two hundred (1,200) rupees annual value be granted to him in enam.

2. In reply I am instructed to acquaint you that, under the strong opinion expressed by the Government of India against the grant of enam lands or villages as rewards for ordinary services, the Governor in Council is persuaded that it would be useless to recommend Mr. Williamson's suggestion in Nursoo Luxumon's favour for its sanction.

3. From your predecessor's letter of the 27th September 1833, it seems that Nursoo Luxumon became dufturdar of Surat in 1830, and therefore would be entitled, according to the rules of 1824, to an additional 100 rupees after a service of 10 years; but those rules likewise prescribed that former service in any other situation may be taken into consideration; and as this person has been in the Government service since A. D. 1819, the Honourable the Governor in Council is pleased, under the above rules, and in consideration of his merits, to grant to him an addition of one hundred (100) rupees per mensem, to his present salary. This increase of salary is of course independent of the special grant in 1833, of 100 rupees per mensem, and 600 rupees per annum as palanquin allowance.

I have, &c.
(signed) *L. R. Reid,*
Acting Chief Secretary.

Bombay Castle,
13 December 1838.

No. 2859 of 1838.—Territorial Department, Revenue.

To *L. R. Reid,* Esq., Acting Chief Secretary, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 4500, of the 30th instant, informing me that under the strong opinion expressed by the Government of India against the grant of enam lands or villages, Government consider that it would be useless to recommend my predecessor's suggestion in favour of Nursoo Luxumon, the dufturdar of this department, for its sanction.

2. I should not have again brought the subject to the notice of Government, had it not appeared from the tenor of your letter, as well as from the grant of the additional 100 rupees per mensem two years before the dufturdar would be entitled to it by the ordinary rules for regulating the pay of officers of this class, that the value of Nursoo Luxumon's services was appreciated by Government; and I am therefore led to hope that the Honourable the Governor in Council may see fit to bring those services, and my predecessor's proposition for rewarding them to the special notice of the Honourable Court, in the hope that, as has frequently been sanctioned by the Honourable Court, and as has heretofore been the custom in rewarding very meritorious servants of his class, the dufturdar may obtain some more lasting mark of his faithful service than the increase of pay to which he will in two years become entitled almost as a matter of course.

I have, &c.
(signed) *J. Vibart,*
Revenue Commissioner.

Revenue Commissioner's Office,
Camp, Soopa,
28 December 1838.

No. 141 of 1839.—Territorial Department, Revenue.

To *J. Vibart,* Esq., Revenue Commissioner.

Sir,

IN acknowledging the receipt of your letter, No. 2859, of the 28th ultimo, I am directed by the Honourable the Governor in Council to acquaint you that your predecessor's recommendation, on behalf of Nursoo Luxumon, the dufturdar of your department, has already been brought to the notice of the Honourable the Court of Directors.

I have, &c.
(signed) *L. R. Reid,*
Acting Chief Secretary.

Bombay Castle,
15 January 1839.

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No. 1776 of 1840.—Territorial Department, Revenue.

To *J. Vibart*, Esq., Revenue Commissioner.

Sir,

With reference to my letter, No. 4500, dated the 13th December 1838, I am directed by the Honourable the Governor in Council to transmit, for your information, the accompanying extract, para. 89, from a letter from the Honourable the Court of Directors, dated 26th February last, No. 1, sanctioning the grant to your dufturdar, Nursoo Luxumonjee, of an enam of the value of (1,200) one thousand and two hundred rupees per annum for three lives.

2. You are requested to call upon Nursoo Luxumonjee to select the villages, or lands, to be assigned to him.

I have, &c.
(signed) *L. R. Reid*,
Chief Secretary.

Bombay Castle,
30 May 1840.

Extract of a Letter from the Honourable the Court of Directors, dated 26 February 1840.
Letter, dated 20 December, No. 42, 1838.

Para. 89. We have already stated to you our general views with regard to the grant of land in enam to meritorious public servants. In consideration, however, of the very favourable testimony borne by Mr. Williamson to the merits of this individual, and of your strong recommendation in his behalf, and also with advertence to his position as head of the native revenue service, we authorise you to confer on him an enam of the annual value of 1,200 rupees for three (3) lives. But great care must be taken to secure to all parties holding hereditary interests in the village which may be assigned to Nursoo Luxumon, and his two successors, the full enjoyment of their respective rights.

(True extract.)
(signed) *L. R. Reid*,
Chief Secretary to Government.

(True copies and extract.)
(signed) J. Vibart,
Revenue Commissioner.

No. 627 of 1841.—Territorial Department, Revenue.

To *L. R. Reid*, Esq., Chief Secretary, Bombay.

Sir,

I do myself the honour to acknowledge the receipt of your letter, dated 30th May last, No. 1776, intimating that the Honourable Court of Directors had sanctioned the grant to my dufturdar, Nursoo Luxumonjee, of an inam of the value of 1,200 rupees per annum for three lives, and directing me to call upon him to select the villages he might wish to be assigned him.

2. I beg now to state that Nursoo Luxumonjee has selected two villages in the Duskooree purgunnah, of the Ahmedabad zillah, Nalole and Ropra, the net revenues of which amount, on a five years' average, to *Rs.* 1,207. 6. 9.

3. I beg to forward, for the information of Government, an original letter from the Collector of Ahmedabad, together with certain statements exhibiting the returns from these villages, for a period of 10 years, which average as follows:

	Rs.	*a.*	*p.*
* Nalole, Net Revenues, Company's Rupees - - -	974	–	3
Ropra - ditto - - ditto - - - -	287	1	10
Rs.	1,261	2	1

4. The Collector is, however, of opinion that the value of the villages should be assumed at the amount of revenue derived for the last year, which is estimated, for Nalole alone, at *Rs.* 159. 8., gross, *vide* statement which accompanies his letter, dated 26th ultimo, No. 44; and he proposes that the excess should be received from the grantee in the shape of sullamee during the period he holds the village. His reason for recommending this measure is, that he sees no reason to suppose that any decrease will take place in the ordinary cultivation hereafter, but on what

* Nalole:	*Rs.*	*a.*	*p.*
Government revenue - -	933	–	6
Beed lands - - - -	134	–	–
	1,067	–	6
Deduct revenue on lands belonging to Bhats, &c., not collected by Government - - -	30	15	9
	1,036	–	9
Deduct average exchange of 9 years on sicca rupees - -	62	–	6
Co.'s Rs.	974	–	3
Ropra:			
Government revenue - -	308	1	8
Deduct average exchange of 10 years on sicca rupees - -	20	15	10
Co.'s Rs.	287	1	10

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ground this opinion is based is not very apparent. It is certainly not borne out by the last ten years' return, which have varied most materially, the revenues having, during that period, fluctuated from *Rs* 1,783. 13. 5., the highest, to *Rs.* 627. 13. 4., the lowest.

5. The Collector also states that there is a tract of highly improvable waste, of 992. 11. 8. beegas, which might be turned to most profitable account in the hands of an individual. I apprehend, however, there must be some mistake here, as in the statement 509. 14. 12. beegas are entered as beerland, the rent of which, 134 rupees, is included in the revenue of the village. Of this land, only 50 or 60 beegas are considered fit for cultivation.

6. Under the circumstances stated by the Collector, I should wish to be informed on what principle the value of the enam is to be calculated; that is, whether an average for a certain number of years of the revenue of the village is to be taken, or only the past amount, as proposed by the Collector.

7. I would beg respectfully to state that, in my opinion, an average of the net returns of the two villages selected by the dufturdar should be taken for a period of 10 years, and whatever excess may appear under this calculation, over the sum granted by the Honourable Court, should be annually received from the grantee in the shape of sullamee.

8. If I mistake not, it has been hitherto the custom in making grants of the nature now under consideration, to assume the value of the village, given according to the receipts of a certain number of years, and not according to a single year's produce, as proposed by the Collector.

I have, &c.
(signed) *J. Vibart*,
Revenue Commissioner.

Camp, Mhableshewer,
Revenue Commissioner's Office,
8 May 1841.

No. 1,713 of 1841.—Territorial Department, Revenue.

To *J. Vibart*, Esq., Revenue Commissioner.

Sir,

1. I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, No. 627, dated the 8th instant, with enclosures, reporting that your dufturdar, Nursoo Luxumonjee, has selected the two villages, Nalole and Ropra, in the Duskooree purgunnah of the Ahmedabad zillah, as those which he is desirous of obtaining in inam, on the terms granted by the Honourable Court.

2. In reply, I am instructed to observe that, on such occasions as the present, the actual state of the villages selected, rather than any fixed principle of average, should guide the decision. If the village be one progressively improving, every succeeding year showing an increase of revenue, an average of the last 10 years would afford a false estimate of its value. The last year's receipt would be near the truth. But in the present case, the Governor in Council agrees with you that a 10 years' average affords a fair estimate. The villages seem ordinary ones in all particulars. An individual proprietor may very possibly render them more productive than they are likely to become under Government management; and if he does so, this becomes a very legitimate source of profit to him. His Honour in Council thinks, therefore, that the value of the two villages of Nalole and Ropra should be taken at the sum shown in the 3d para. of your letter; viz. (*Rs.* 1,261. 2. 1.) one thousand two hundred and sixty-one rupees, two annas, and one pie.

3. In the letter from the Honourable Court, this Government is directed to secure to all parties holding hereditary interests in the villages, the full enjoyment of their respective rights. These injunctions should be most scrupulously attended to, and Nursoo Luxumon should be distinctly given to understand that by the transfer of these villages to him the ryots are to be disturbed in none of their rights, and that they are to be admitted, during the occupancy of himself and his two successors, to participate in all arrangements which the Government may introduce in the turuf, for the relief and benefit of the cultivating classes. From the statement accompanying the Collector's letter, of the 20th April, it seems that the system of levying the revenue according to the crop still partially exists. This should be superseded by a beegotee, here as elsewhere.

4. On Nursoo Luxumon's accepting these villages on these terms, the Governor in Council considers that they might be made over to him without the demand of any sulamee. The difference between the value of the villages (one thousand two hundred and sixty-one rupees) and the sum allowed by the Honourable Court (one thousand and two hundred rupees), is trifling, while the integrity of the inam tenure would be destroyed, and the value of the benefit conferred, therefore, greatly diminished, by insisting on its payment.

5. As the Honourable Court's letter, conveying this grant, is dated in February 1840, the grant may have effect from the official year 1840-41. For that year the Collector of

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Ahmedabad should be authorised to pay the value of the inam one thousand and two hundred rupees, in cash; and the possession of the villages may be held to commence with the current year 1841–42.

I have, &c.
(signed) *L. R. Reid*,
Chief Secretary.

Bombay Castle, 27 May 1841.

(True copies.)
(signed) J. Vibart, Revenue Commissioner.

No. 627 of 1842.—Territorial Department, Revenue.

To Row Bahadoor *Nursoo Luxumon*, Dufturdar, Revenue Commissioner's Department.

Sir,

I beg to subjoin for your information copy of a correspondence between this department and Government, respecting your services and your enam in the Ahmadabad collectorate.

I have, &c.
(signed) *W. Simson*,
Revenue Commissioner.

Bombay Revenue Commissioner's Office,
30 April 1842.

No. 321 of 1842.—Territorial Department, Revenue.

To *L. R. Reid*, Esq., Chief Secretary to Government, Bombay.

Sir,

In quitting this department, I am desirous to place on record my opinion of the value of the services of Nursoo Luxumon, whom I found dufturdar of the department when I joined it.

2. In his letter, dated the 21st November 1838 (No. 2585), my predecessor submitted to Government a very full description of Nursoba's services and peculiar claims to the favourable notice of Government. I will not therefore recapitulate what he said, but merely observe, that during the period I have had the honour to hold the office of Revenue Commissioner, his services have been rendered with a degree of ability, independence, and integrity which have convinced me that Mr. Williamson's estimate of his merits was not overrated.

3. Government expressed their sense of the value of his services by recommending to the Honourable Court the grant to him of a village in enam, which recommendation was complied with to the extent of conferring on him a village enam for three lives; a mark of favour which was most gratefully accepted by Nursoo Luxumon, though the limitation in his case, which is, I believe, a solitary instance of the kind in the Presidency, considerably diminished the value of the grant.

4. I should have been unwilling to have solicited a recommendation of the terms of the grant, could I have looked forward to having a future opportunity of bringing the subject before Government; but as this is the last occasion which can present itself of publicly bearing my testimony to Nursoo Luxumon's merits, Government will not, I trust, consider me ill-timed' in soliciting that they would take the earliest fit opportunity of once more urging their former recommendation on the notice of the Honourable Court, and endeavouring to procure a liberal decision in his case by conferring the enam on him (as has always been done in such cases) in perpetuity.

5. All existing rights in the villages granted have been carefully secured to the holders; and even had it been otherwise, I am respectfully of opinion, that attention on the part of Nursoba and his successors to such rights, would have been better insured by the owners being made the sub-tenants of one who had a permanent, rather than a temporary interest, in the prosperity of the village. To the present holder, the pecuniary value of the extension is but little, and it is chiefly desirable as removing a distinction which, being confined to this case, must give rise to an impression that some difference is supposed to exist in the value of equally eminent services in this and other branches of public employ; and I would fain hope that by assimilating the terms of the grant to what has been usual in such cases, Government will show that they do not undervalue important services in improving the revenue and financial management of their dominions, when compared with less unostentatious but hardly more useful exertions in other departments.

I have, &c.
(signed) *J. Vibart*,
Revenue Commissioner.

Bombay, Revenue Commissioner's Office,
26 February 1842.

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No. 805 of 1842.—Territorial Department, Revenue.

To *W. Simson*, Esq., Revenue Commissioner.

Sir,

I AM directed to acknowledge the receipt of your predecessor's letter, No. 321, dated the 26th ultimo, in which he records his opinion of the value of the services of Nursoo Luxumon, the dufturdar of your department, and recommends that the inam village conferred upon that individual by the Honourable Court, may be granted in perpetuity, instead of for three lives.

2. In reply, I am desired to observe, that the Honourable the Governor in Council is much gratified at the report made by Mr. Vibart of the value of the services of Nursoo Luxumon, who continues to uphold the high character which was given to him by the late Revenue Commissioner, Mr. Williamson, and would be happy were the Honourable Court to accede to the recommendation now made in his favour by converting his grant during three lives into a permanent possession for his family. Government is averse, however, to urge the matter upon the home authorities, but will forward Mr. Vibart's letter to the Honourable Court, that it may take such notice of it as the subject may seem to it to demand.

I have &c.
Bombay Castle, 19 March 1842. (signed) *L. R. Reid*,
Chief Secretary.

(True copy.)
(signed) W. Simson, Revenue Commissioner.

No. 2716 of 1842.——Territorial Department, Revenue.

To *William Simson*, Esq., Revenue Commissioner.

Sir,

ADVERTING to my letter, No. 805, dated the 19th March last, I am directed by the Honourable the Governor in Council to transmit for your information the accompanying extract para. 9 of a despatch from the Honourable the Court of Directors, dated the 27th July last, declining to comply with the recommendation which was submitted by your predecessor, that the inam village conferred upon Nursoo Luxumon, the dufturdar of your establishment, may be granted in perpetuity, instead of for three lives.

I have, &c.
(signed) *L. R. Reid*,
Bombay Castle, 17 September 1842. Chief Secretary.

EXTRACT of a Letter from the Honourable the Court of Directors, No. 19, dated 27th July 1842.

Transmitting a letter from the Revenue Commissioner, Mr. Vibart, soliciting that the enam grant for three lives held by Nurso Luxumon, dufturdar in his office, may be converted into a permanent possession for his family.

Para. 9. FOR the reasons assigned in paras. 57 to 60 of our despatch, dated the 26th February, No. 1, 1840, we must decline to comply with this request.

(True extract.)
(signed) *L. R. Reid*, Chief Secretary.

No. 192 of 1843.—Territorial Department, Revenue.

To *L. R. Reid*, Esq., Chief Secretary to Government, Bombay.

Sir,

CONFORMABLY with the rule observed by my predecessors on leaving this office, I beg to record my estimation of the merits of the dufturdar, Nurso Luxumon. His peculiar merits as a servant of Government have already been stated in such unqualified terms by Messrs. Williamson and Vibart, that I feel it would be superfluous in me to say more than that, during my tenure of the Revenue Commissioner's office, Nursoo Luxumon has fully maintained the high character which he had previously established; and I beg to add my testimony that he still continues to deserve the highest confidence of Government.

Tanna Districts, Camp Penn,
Revenue Commissioner's Office,
28 February 1843.

I have, &c.
(signed) *W. Simson*, R. C. N. D.

(True copy.)
(signed) W. Simson,
Revenue Commissioner, N. D.

Case of Nursoo Luxmon.

To *R. K. Pringle*, Esq., Revenue Commissioner, Northern Division.

The Petition of *Nursoo Luxumon*, Dufturdar in your Office.

Humbly showeth,

That he has served Government well and faithfully, to the best of his ability, for a period of 25 years, 11 ½ of which have been in this department, continually travelling. In the course of this severe service, he has contracted an asthmatic affection and pain in the chest, which is becoming more and more severe. He has consequently had an intention for some months past, of applying to Government, for its sanction to some arrangement for his relief, but deferred doing so from reluctance to trouble you so soon after your appointment to this office, with a representation of his unfortunate case.

2. Recently, however, a situation having fallen vacant under Mr. Boyd, the Resident at Baroda, your petitioner made application to that gentleman, requesting he would remember your petitioner on the occasion of filling it up, on which Mr. Boyd wrote to you, stating that the salary of the vacant situation at Baroda, being only 300 rupees per mensem, your petitioner being at present in receipt of a monthly salary of 500 rupees, would, by accepting it, subject himself to a loss of 200 rupees. Your petitioner personally intimated to you his views in reference to this matter, and obtaining your permission, took occasion to visit and make known the same to Mr. Boyd, at Baroda, viz., that the pay of his present situation is only 300 rupees, and that the other 200 rupees is an extra personal allowance to him, 100 per mensem having been granted by Government to your petitioner, as a special reward for his past services, at the same time that a palanquin and a honorary dress were conferred on him, with an allowance of 600 rupees per annum, for the support of the former (*vide* Government Letter, No. 2947, dated 10th October 1833, T. D. R.), and the other hundred rupees on account of long service as a dufturdar, according to the regulation of Government; that your petitioner understood that these personal allowances would be continued to him, whatever Government situation he might hold, as they do not necessarily appertain to the appointment he fills, and the mere fact of his possessing them would confer no *title* on his successor in this office to the same; that the practice, moreover, in such cases, would preclude it. He requested, further, that Mr. Boyd would make application to Government in his behalf, to confer on him the situation in question, with the continuance of the extra allowances of 200 rupees. In reply to this, that there could be no objection as regards the honorary allowance being enjoyed by him wherever he might serve; but though, in his opinion, the other 100 rupees allowed for long services should also be continued under similar circumstances, he could not say what Government might think on this head, or whether they would sanction it. Your petitioner begged Mr. Boyd would, at all events, mention his name to Government, and stated that he had no doubt you would also be pleased to forward his views.

3. Your petitioner therefore humbly begs to represent, that as he is now physically incapable of continuing, as in this department, to endure all the hardships attending a life of almost constant travelling, he wishes to settle down in some situation where he might hope, with the advantages of rest and climate, to renovate his impaired health, that the situation in view appears suitable in these respects, if his present pay were made up to him by the continuance of the personal allowances above alluded to.

4. Your petitioner humbly deprecates the assumption that he desires the change from motives of mere indulgence; he values the respectability of his present appointment, and appreciates the honour already and so frequently conferred upon him, too highly to be influenced by any such unworthy motives. You must have observed how unfit he has become for the active duties of his laborious situation, and since his desire for change emanates not from any want of will on his part to serve here longer, he trusts that the accomplishment of his object may not be allowed to entail loss on him as if brought about by any impropriety or fault of his own, much less can his motives be doubted when he states that were he to continue to serve as a dufturdar for only two years and a half longer, he would then become entitled to an increase of 100 rupees per mensem to his present salary: Under no circumstances, therefore, would there be any additional expense to Government.

5. Your petitioner would further respectfully submit, that should he accept of a situation of lower salary than what he receives at present, and should he eventually be obliged to apply for a pension, he would in that case have to receive a smaller amount than what, under the rules, he would now be entitled to, since the rates are fixed from an average of the salary during the last five years of service. Should your petitioner, as another alternative, apply to retire at once on a pension, the amount which the rules would yield him would be but a trifle; and thus, from circumstances over which he has no control, he would, if Government leave him to such a recourse, be involved in great difficulties and distress; and considering that he is only 44 years of age, and a settled situation and the necessary remedies would, in all human probability, tend to renovate his health, it would be imprudent in him to adopt such a step, and he trusts that Government will relieve him from the necessity of so doing by treating him with the same liberality and kindness it has always done.

6. After this statement of his case, should Government be pleased to decide against your petitioner's request for a continuance to him in the situation for which he has applied

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at Baroda, of the extra allowances of 200 rupees a month, which he now receives, he has then but two alternatives, one or other of which, he trusts, may meet with the favourable consideration of Government; viz., that with the view of re-establishing his health, he be allowed leave of absence for the period of two years, retaining his present situation, and the full pay of the same, which request will be the less unreasonable when your petitioner mentions that during the whole period of 25 years' service he has not had so much as three months' leave; otherwise, if he must fall back on the last alternative of retiring altogether, your petitioner humbly solicits, that Government, considering the both mentally and bodily laborious duties on which he has been employed, and which have aggravated, if they did not originate, his present impaired state of health, will grant him the indulgence of permitting his pension to be calculated at the rate laid down for a service of 30 years instead of 25, the time your petitioner has actually served.

7. Appreciating most gratefully as he does the many honours and favours which the Government have from to time conferred on him, it is with a reluctance swayed by only the most imperative necessity that your petitioner ventures to solicit this one more act of consideration. He earnestly trusts that the validity of the grounds hereof will be apparent to you, and relies on your kindness to urge the justness of them on the attention of Government.

And he will, as in duty bound, ever pray.

Abeena, 14 December 1843.

No. 249 of 1844.

To *Nursoo Luxumon,* Rao Bahadoor, Dufturdar, Revenue Commissioner's Office, Northern Division.

Sir,

In reply to your application, dated the 14th December last, requesting permission to accept the situation of native agent to the Baroda Residency, I have much pleasure in forwarding for your information copy of my letter (dated 5th idem, No. 1293) to Government, and of Mr. Chief Secretary Reid's reply, No. 617, dated 20th ultimo.

I have, &c.
(signed) *R. K. Pringle,*
Revenue Commissioner.

Revenue Commissioner's Camp,
Ahmedabad District, Bhutwoo, 6 March 1844.

No. 1293 of 1843.—Territorial Department, Revenue.

To *L. R. Reid,* Esq., Chief Secretary to Government, Bombay.

Sir,

I have the honour to submit, for the favourable consideration of Government, a petition from Nursoo Luxumon, the dufturdar of this department.

2. The objects and wishes of the petitioner are fully set forth in the petition. It states that his health is so much impaired that he feels himself no longer able to undergo the fatigues of his present office; and that the Resident at Baroda having offered him the situation of native agent to the Residency, he would be desirous, with the permission of Government, to accept it, provided he could be allowed to do so, retaining the 200 rupees per mensem by which his present salary exceeds that of the agent's situation. Of this sum 100 rupees is stated to be a personal allowance conferred upon him as a reward for good conduct by Government, with the sanction of the Honourable the Court of Directors, and 100 rupees, an allowance to which he has become entitled by the rules of the service from the period of servitude as dufturdar. He dwells on the heavy sacrifice which the loss of these allowances would occasion to him, and prays that Government would, in its liberality, continue them as a special case, in consideration of his long and faithful services in his present responsible situation, the fatigues of which alone have incapacitated him for the further performance of its duties. He also expresses his hopes that his acceptance of an appointment of inferior salary may not be allowed to operate to his disadvantage in the adjustment of the terms of his pension, if one should ever be granted to him. He concludes by submitting other requests, which, in the event of the above being considered inadmissible, he would feel himself reluctantly obliged to prefer.

3. It will be for the Honourable the Governor in Council to determine how far these requests can be complied with. If there should be no objection to Nursoo Luxmon accepting the situation which has been offered to him, I can only say that although his services would be much missed in this department, where his experience has made him very useful, his statement as to the infirmity of his health incapacitating him for a longer endurance of its fatigues, is, so far as my observation goes, but too true; and under such circumstances, I should be sorry to offer any impediment to his transfer to a less laborious situation.

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4. The character and services of Nursoo Luxumon are well known to Government, and repeated testimony has been borne to his merit by my predecessors; to which I have only to add, that in my shorter acquaintance with him I have had every reason to be satisfied, and to consider him worthy of any indulgence which, in reference to his present petition, Government may in its liberality be pleased to extend to him.

Revenue Commissioner's Office,
Kaira Districts,
Aleena, 15 December 1843.

I have, &c.,
(signed) *R. K. Pringle,*
Revenue Commissioner, N. D.

No. 617 of 1844.—Territorial Department, Revenue.

To *R. K. Pringle,* Esq., Revenue Commissioner, Northern Division.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 1,293, dated the 15th December last, handing up an application from Nursoo Luxumon, the dufturdar of your department, for permission, in consequence of ill health, to accept the appointment of native agent to the Baroda Presidency, and to retain the two hundred (200) rupees per mensem, by which his present salary exceeds that of the situation of agent.

2. In reply, I am instructed to acquaint you that it was recently decided in the Political Department, on Mr. Boyd's application for the services of the dufturdar of Khandeish, that he could not take his superior salary with him, and that that decision is applicable to the present case.

3. An allowance granted as a reward for services performed may, perhaps, I am desired to observe, be deemed personal, and to be held in addition to the pay of any situation which the grantee may hold. But the periodical increases to the dufturdars' pay, according to their length of service (under the rules of 15th of March 1824), cannot be so considered.

4. Nursoo Luxumon draws 500 rupees per mensem, that is 400 rupees as dufturdar of more than ten years' standing, and 100 rupees as a personal allowance, granted on the 10th October 1833; which latter sum should, the Governor in Council imagines, be continued to him above his salary so long as he remains in the public service, and whatever appointment he may hold, the allowance of (50) fifty rupees per mensem for a palanquin, granted to him on the same date, is, his Honour in Council presumes, a life grant, and to be held without reference to his being in service or a pensioner.

Rs. 500.
Rs. 400.
Rs. 100.

5. It would, his Honour in Council considers, form an inconvenient precedent to grant pensions, otherwise than as laid down in the rules; that is, on the average salary of the last five years. At all events, Government cannot pledge itself to do so, but each case should be treated as it may arise, on its own merits.

6 The Governor in Council cannot entertain either of the propositions made by the dufturdar, that he be allowed leave of absence for two years on full pay, or that his pension may be calculated as though he had served 30 years, instead of 25 years.

7. It is not to be forgotten that this individual holds a village rent-free for three lives, calculated to produce him a yearly income of 1,200 rupees.

I have, &c.
Bombay Castle,
20 February 1844.
(signed) *L. R. Reid,*
Chief Secretary.

(True copies.)
(signed) R. K. Pringle,
Revenue Commissioner, N. D.

THIS is to certify that Nursing Rao Luxumon has served under me as native agent for the period of ten months, since I have been Resident at Baroda. The high character which he has already established as a man of business, and deserving of the confidence of Government, makes it hardly necessary for me to say anything on this subject. I have much pleasure now in adding my testimony to those he already has, of his abilities as a public officer, and of the prudence and judgment with which he conducts his duties in his present situation.

(signed) *R. K. Arbuthnot,*
Resident.
Baroda, 27 April 1846.

My Dear Nursoba,

I CANNOT leave Baroda without thanking you for the valuable assistance that you afforded me as native agent, during the period that I acted as Resident. I was indebted to you on several occasions for valuable information, and the talents, zeal, and fidelity with which you discharged the duties of your responsible and delicate office afforded me the greatest satisfaction, and much facilitated my discharge of my own duties.

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Wishing you health and prosperity, and that you may live long to enjoy the honourable rewards bestowed on you by the Government that you have so long and faithfully served,

Believe me, &c.
Baroda, 31 May 1847. (signed) *W. C. Andrews*,
Late Acting Resident.

Baroda Residency, 1 May 1850.

NURSOO PUNTH has been native agent of this Residency during the period I officiated as Resident, or from November 1848 to April 1850 inclusive.

I found him, in all respects, a most excellent man and public servant. In nothing did I find him wanting.

(signed) *P. T. French*,
Acting Resident.

Nursoo Punt, Native Agent.

Sir,

I HAVE no wish that you should retire in September, and shall be glad if you do not do so; but of course you are entitled to take your pension and retire then, if you choose.

Should you go, however, it is not my intention to recommend your son, Keshewrow, to succeed you; because I object, on principle, to political offices of this nature running in the same family, and becoming as it were hereditary, or being considered so at least.

It is from no personal objection to Keshewrow that I should not wish him to succeed you. I have no doubt he is fully trustworthy and deserving, and I only object to him as your successor on the principle above stated.

Your friend,
Baroda, 4 April 1848. (signed) *J. Outram.*

Appendix (B.)

No. 204 of 1849.—Political Department.

From *Arthur Malet*, Esq., Chief Secretary to Government, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, No. 215, dated the 7th September last, with enclosures, reporting the result of his inquiries into the affairs of Gorajee Pole, a pagadar of his Highness the Gaekwar, holding the British guarantee, and to convey to you the following observations and instructions thereon.

2. With reference to paras. 2 to 13 of his report, in which Colonel Outram explains the reasons which obliged him to obtain the assistance of Venaik Moreshwur Furkey, a person not in the employ of Government, in investigating the claims of Parukh Jugjeewun Kandass against the Pole, I am desired to inform you that the Colonel was justified, when his suspicions were excited, in making use of extra aid in prosecuting his inquiries into this case, but that he greatly erred in seeking it from a person whose employment in a political office had before been forbidden by Government; a procedure which makes it evident that he could not have examined the records of his office, in which the correspondence concerning this person existed.

3. With reference to the suggestions in para. 14, for the adjustment of the parukh's asserted claims against Gorajee Pole, his Lordship in Council directs that the banker be held bound by the terms of the agreement guaranteed by Sir Robert Arbuthnot, under which a yearly expenditure of five thousand four hundred and twelve (5,412) rupees should be admitted, as well as such arrears, according to the agreement, as may be proved to have been paid. But Government can in no way be responsible for the adjustment of any other payments which the Parukh may have made to the pagadar.

4. The annual amount of the seven years' lease to the patels, of the village revenues, must also be considered as the yearly revenue received by the banker, viz. five thousand and seven hundred (5,700) rupees, so that, according to Colonel Outram's calculation, Gorajee Pole will be, on the two years, a creditor to the amount of two hundred and seventy-eight rupees, five annas, and five pies; but as there are said to be other advances made to Gorajee Pole, this sum should be left at his credit with the bankers. You will be pleased to inform him of this decision, and at the same time intimate that he is at liberty to recover it, or allow it to be carried to his account, as he may wish; but that Government will not interfere to recover it for him, as it is evident that much of the embarrassment of the case has been caused either by his connivance or imbecility.

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5. Colonel Outram's proceedings as reported at the commencement of his 16th para., and his suggestions for making the patells abide by their seven years' contract, are approved by Government. In short, the parukh and the pagadar should be mutually bound to adhere to the terms of their engagements, and the patells who leased the villages for seven years should likewise be held to their contract, and with respect to any pecuniary transactions between any of the parties not under the British guarantee, you should abstain from all interference.

6. With reference to para. 17, I am directed to inform you that if there are no other claims against the pagadar than those discussed in the present report, the arrears of the payments from his Highness the Guikwar should, to such extent as you may report advisable, after defraying the arrears guaranteed to the banker, the amount of which ought to have been specified, be retained in the Treasury as a fund wherefrom to meet the expenses which have annually to be incurred on account of the paga, previously to the realisation of the revenues.

7. In submitting his report under reply, as well as his report on the case of Govindrow Guikwar, No. 209, of the 31st August last, Colonel Outram has represented the conduct of native agent, Nursoo Luxmon, as open to the gravest suspicions, either of apathy and disregard of his duties to Government, or of culpable collusion with fraudulent and unprincipled parties.

8. His Lordship in Council considers it to be due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this Presidency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant, for three lives, of a village of the annual rental of (1,200) twelve hundred rupees; that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted; and that if any doubt still remain, opportunity should be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

9. The gravamen of Colonel Outram's charge in this case is, that Nursoo Punt did not assist him, as he ought to have done, in the investigation of the case of Gorajee Pole, either "from apathy and most blameable carelessness or culpable collusion with the parukh, in the frauds the latter has been carrying on." His Lordship in Council, however, after a most careful perusal of the papers, finds no sanction whatever for either of these charges.

10. Colonel Outram, I am desired to observe, has viewed the office of the native agent and the duties required of him in an erroneous light. He would, as is very apparent throughout his examination of Nursoo Punt of the 26th of August, render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but what the native agent dictated to him.

11. His Lordship in Council is of opinion that the answers given by Nursoo Punt to the queries put to him are quite satisfactory. He seems in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. Government may not agree with him in his opinion as to the necessity or expediency of relieving the patels from their seven years' engagement, or granting them more favourable terms; still there is nothing to blame in that opinion, and it is probable that many persons, if they thought the terms too hard (Furke's report, para. 13, art. 1, admits that there were losses), would have deemed it right to make some abatement. This, I am desired to observe, is contemplated in the lease itself, in the concluding clause of which it is particularly specified that if, on an examination of accounts, it appears that the lessees are losers, the Resident will grant a remission, a fact which the Resident has nowhere noticed in his proceedings.

12. But the question of the rent of the villages, so far as the patells are concerned, is a matter wholly foreign to the principal subject, which is the state of the account between Pole and the parukh. The bond of 14th January 1846 distinctly lays on the parukh the obligation of maintaining the leases. He might make with the patels any arrangement he pleased, still he was answerable to Pole for the whole sum, and Government cannot perceive that there was the slightest necessity for any inquiry into what the parukh really got from the villages, nor for any investigation into their management, so long as the patells did not themselves complain of extortion or any violation of their contract, or the parukh of being unable to realize his dues.

13. Furke's Report of August 1848, if true, shows that the villages are mismanaged. Probably they are so, but this is irrelevant to the question at issue; and his Lordship in Council is unable to understand how any portion of that report reflects on Nursoo Punt. It was no part of his duty to manage the villages, or to see that the contract was observed, that the Pole was not defrauded, or that the village lands were not alienated.

14. Nursoo Punt may have conscientiously thought that the village lease was far too high a sum. He did not make those minute inquiries, nor could he be expected to make them, which Furkey carried on. Reasoning generally from what the parties may have stated to him, he might, without any imputation of fraud, have formed that opinion; but, as before observed, this is quite a matter of indifference. If the parukh chose to relieve

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the patells from their contract to pay (5,701) five thousand seven hundred and one rupees annually, this could not relieve him from the obligation to give Pole credit for that sum.

15. Colonel Outram alleges in para. 7 much that is to the discredit of Nursoo Punt, in regard to what is termed the cancelling of the lease; but the reasonings of that officer are not concurred in by Government. The lease in reality is not cancelled, it is in force to this day; it cannot be cancelled without the sanction of the Resident, and that has never been given. There is no reason for believing that this fact was not as well known to the Acting Resident, Mr. Andrews, as to the native agent. The lease was, by the Pole's bond of the 14th January 1846, placed in the parukh's hand. If he chose to "relinquish the security," this was his business; so long as he did not complain to the Resident that the patells did not furnish security, or pay the full amount, there was no necessity for the Resident, or any one connected with the Residency, to know whether the lease was enforced or not.

16. And even if Nursoo Punt was informed of the facts of its being so (which, however, is a mere assumption) this is no crime. He affirms (*vide* answer to Query 24) "that it has always been customary to transact business in their (the Residents') presence, and the native agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say was said before the Resident," &c. His Lordship in Council believes this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the native agent saw everybody and knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption, that he concealed it from fraudulent motives.

17. As regards the account between Pole and the parukh, his Lordship in Council quite concurs in the decision which Nursoo Punt advocates. He distinctly says that the parukh cannot claim the Government guarantee to any sum beyond that advanced by him to the Pole, for the payment of arrears due for the expenses of the paga, and the annual sum of (5,412) five thousand four hundred and twelve rupees. It is true, the amount of arrears is not given in the bond; it ought undoubtedly to have been so, but to provide for this was the duty of the Resident, and not of the native agent, who declares (and there is no reason to doubt his word) that the whole transaction was conducted by Sir Robert Arbuthnot in person. It is unfair to inpute blame to the native agent for the Resident's acts or omissions.

18. The parukh claims a large balance from the Pole, for sums advanced annually beyond stipulated amount of (5,412) five thousand four hundred and twelve rupees. Nursoo Luxumon distinctly states, that for this the British Government is not guarantee (*vide* answer to 17th Question at its conclusion). In so doing, his Lordship in Council can perceive no desire on the part of the native agent to aid the parukh in an unjust demand.

19. Colonel Outram dwells much on the obligation which the parukh had entered into in the bond not to expend a rupee beyond a certain sum, (5,412) five thousand four hundred and twelve rupees. *Vide* para. 6 of his letter, in which he further states "neither does the native agent in his report, nor did he even do so verbally, bring to my notice that the parukh was pledged in his bond to limit the expenditure to (5,412) five thousand four hundred and twelve rupees."

20. After a very careful perusal of the bond, his Lordship in Council can find no such stipulation or pledge. The parukh binds himself to pay yearly for the expenses of the paga (5,412) five thousand four hundred and twelve rupees; but there is not a syllable of pledge that he will not advance a single rupee more. The native agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of (5,412) five thousand four hundred and twelve rupees was the minimum amount which the parukh bound himself to expend, and the maximum amount for which Pole's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more he became a mere ordinary creditor of the Pole for the excess.

21. Whatever were the conditions of the bond, Colonel Outram was as able to know them as Nursoo Punt himself. The bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nursoo Luxumon, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it, or that he would have been so egregiously blind as not to see that if from any improper motive he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected.

22. How far the Pole is liable for sums which the parukh can prove to have been paid to him, or by his authority, beyond the arrears, and the annual sum of (5,412) five thousand four hundred and twelve rupees, is another question. For the recovery of such excess, the parukh clearly can claim neither the interference of the Resident, nor the possession of the villages. But he is not prohibited from urging his claim before a competent court. Government would in all probability, as it is bound to maintain the efficiency of the paga, not permit any tribunal, if it thought the demand against the Pole just, to interfere with he management of the villages assigned for its support, but it could not object to its liquidation from any other property that the Pole might possess.

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23. On these grounds, his Lordship in Council cannot see any great impropriety in Nursoo Punt's suggestion, that any sum really due to the parukh beyond the (5,412) five thousand four hundred and twelve rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If the Pole really owed such a balance, and this Colonel Outram does not doubt (*vide* para. 14), he might have justly thought that it should be paid, although there were no guarantee to it. This could have been at least a better mode of disposing of the money received from the Durbar, than to make it over to Pole, who would at once have squandered it; and it is solely from a desire on the part of Government to avoid any interference in unguaranteed affairs, that I am directed to instruct you, when the expenses alluded to in the 6th para. of this letter shall have been provided for, to make the balance over to the Pole, instead of his creditor. Should any competent court make an award against him, the remainder of these balances should be held available in liquidation of it, in preference to the measure now directed, of paying them to Pole.

24. Matters might, in the opinion of Government, have been better conducted had the villages been managed by the Resident. But so long as the parukh is considered bound to give Pole credit for the amount of the seven years' lease, it is clear, as urged by Nursoo Punt, and admitted by Colonel Outram, that this could not be effected without a previous settlement of the parukh's claims. In fact, his consent was obviously necessary to the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

25. When Nursoo Punt was asked by Colonel Outram why this arrangement had not been carried out, he stated this objection, and also that it was requisite, previously, that the answer of Government should be received as to the exact amount available from the arrears of the (1,000) one thousand rupees per annum paid up by the Guikwar. This second reason Colonel Outram stigmatises as a mere excuse for delays. To his Lordship in Council, however, it seems a valid reason, because, until that answer was received, the account between the Pole and the parukh could not be adjusted, and there is, therefore, nothing suspicious in Nursoo Punt's having advanced it.

26. There appears, moreover, nowhere throughout these proceedings, any admission by Nursoo Luxumon of the correctness of the paruk's account of the sums disbursed by him to and by order of the Pole. Colonel Outram does not allege that Nursoo Punt ever examined them in detail, and his Lordship in Council understands them to have been received from the parukh subsequently to the Resident's suspicions having been excited. Had Nursoo Punt examined these accounts, and proposed to allow the paruk credit for objectionable or unreal items, then there might have been some reason for doubting his uprightness.

27. Although the Right honourable the Governor in Council is of opinion that Colonel Outram, with his suspicion excited, was justified in employing another person than the native agent in the investigation, he is also of opinion that Colonel Outram's grounds for suspicion were unsound, and that it is, therefore, much to be lamented that he intrusted to another a duty which he might have required Nursoo Punt to perform; his integrity would have been fairly tested had he been intrusted openly, and with that confidential expression of his own views, which is due from a Resident to a native in such a situation, with the scrutiny into the parukh's account.

28. On a careful consideration of the circumstances of the case, his Lordship in Council is of opinion that there are, as shown in the papers before Government, not sufficient grounds for any suspicions that in this affair of Gorajee Pole, Nursoo Punt has acted otherwise than a faithful servant of Government. Colonel Outram appears to Government to have exacted from the native agent a duty and responsibility of a very unusual nature; one, in fact, which ought more properly to have devolved either upon himself or his assistant. When, moreover, the Resident was dissatisfied with the manner in which the duty had been performed, the native agent was subjected to a most searching cross-examination, from which he escaped without any criminatory matter being elicited against him, his replies to the Resident's interrogatories being candid and straightforward, and not those of a guilty man.

29. The charges against Nursoo Punt arising out of the case of Govindrow Guikwar's debt to the firm of Hurree Bhugtee, are,

1st. That his report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2), and to cite Colonel Outram's words in para. 6, " he neglected to point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is."

2d. That he did not produce or allude to the accounts marked (E.) and (G.) which had previously been given in by the soukar.

30. Nursoo Punt's report (B.) is, I am desired to observe, simply a statement of the facts of the case. It does not appear that in it he committed himself to a single opinion. It therefore by no means bears the character that the Resident has given to it (para. 2), as embodying Nursoo Punt's views on the demand. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In his answer to the first question

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question, in his examination of the 31st August (D.), Nursoo Punt observes, that he was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment.

31. In his examination (D.), his opinions on the transactions are to be found. He would, at once unravel the intricate knot, by giving, as interest, only a sum equal to the amount of the principal, an opinion in which, on a careful consideration of the case, Government has concurred, as intimated to you in my letter of the 15th ultimo, No. 5249, and after this, it is quite unnecessary to go further to decide on his connivance at a fraud, or his collusion with the firm, and this fact at once acquits him of all participation in the injustice which the firm may have desired to perpetuate.

32. On the 2d charge, Nursoo Punt admits that the documents (E.) and (G.) had been received in the office at the periods of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844) had escaped his memory. He gives a detailed account of the search being made for its discovery, and that of the memorandum of 1842, and he attributes the difficulty of finding them to the impossibility, with the existing establishment, of keeping the dufter in proper order, and registering all the documents received.

33. This story is plausible. The question is whether it is true. Colonel Outram (para. 5.) admits the possibility of its being so, but he took no steps to ascertain the fact. There is no examination of the karcoons as to the circumstances of the search, and no explanation whether the dufter is in the state alleged, and whether from the inefficiency of the establishment it is necessarily so.

34. Government has before it the bare fact that the documents were missing, and were subsequently discovered; were there the slightest grounds for suspecting collusion between Nursoo Punt and the firm, his Lordship in Council could not hesitate to view it with some suspicion. But the only known circumstance bearing on this point at all, viz. his suggestion that no interest should be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

35. Under these circumstances, and considering the high and honourable character which Nursoo Punt has borne, his Lordship in Council has no hesitation in expressing his belief of his statement, and cannot think that such a want of memory as he has unfortunately displayed should of itself suffice to brand him with ignominy, and to neutralise the merits of a long and unblemished service.

36. There can be no doubt that Colonel Outram himself overlooked Mr. Remington's report on the causes of Vinaik Moreshwur Furke's disqualifications for political office, and the decision of Government founded thereon. They are nevertheless on the Residency records, and this fact proves that documents may be lost sight of without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to Nursoo Punt by Colonel Outram.

37. With respect to the employment of Vinaik Moreshhur Furke in investigating Gorajee Pol's accounts, I am again desired to express the opinion of Government, that it was both improper and injudicious, not only under the recorded opinion of Government that this person was not eligible to be employed in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a referee, on any matter in which the native agent was concerned, since Furké was not only a rival candidate for the office of native agent when Nursoo Luxumon was appointed in 1844, but now aspires to succeed him in the event of his removal, and Colonel Outram, notwithstanding the opinion of Government of 1844 (in which his Lordship in Council entirely concurs) of his ineligibility for this responsible office, has actually proposed that Vinaik Moreshwur should be appointed on the retirement of the present native agent.

38. His Lordship in Council feels himself compelled to enter at some length into the charges alleged against Nursoo Punt, because, while it is an easy matter, and requires but few words to cast imputations on a native servant, and on general considerations, to declare him frandulent and untrustworthy, his relief from such imputations cannot be so summarily effected. The characters of native servants of high rank and standing ought to be objects of the peculiar care of Government, which should not admit of their being assailed lightly,* to be sufficient.

39. In conclusion, I am desired to inform you, that so far from concurring in Colonel Outram's opinion, his Lordship in Council, is persuaded that the examination into the cases before Government, has removed from Nursoo Luxumon all suspicion of misconduct in respect to them. Under these circumstances it is unnecessary even to inform him of the nature of the imputations cast on him (which seems not yet to have been intimated to him), or to require explanation on any single point in these transactions.

I have, &c.
Bombay Castle, 12 January 1849. (signed) *A. Malet*,
Chief Secretary.

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* Or on grounds not shown after severe scrutiny.

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Appendix (C.)

ENUMERATION of CHARGES against *Nursoo Luxumon,* commonly called *Nursoo Punt,* late Native Agent to the Residency at Baroda.

Charge I. THAT in the case of Joita Baee Settanee, a suitor for redress at the hands of the British authorities, Nursoo Punt conveyed or caused to be conveyed, erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully in the following instances:

Inasmuch as between the 2d and 15th of November 1848, he communicated to Captain French an erroneous account of certain petitions from Joitabaee Settanee, and her mother, Larbaee, then lying untranslated in the Residency Office, thereby misleading Captain French, to the prejudice of Joitabaee Settanee.

Inasmuch as he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joitabaee Settanee to have been impotent for such a length of time previous to his decease, as proved the alleged pregnancy and delivery of Joitobaee Settanee to have been fictitious, and that the fictitious nature of the alleged events was so notorious at or soon after the date of their occurence, that Sir Robert Arbuthnot, Baronet, then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joitabaee's child.

Inasmuch as he withheld from Captain French, or failed to communicate to him, the real nature and features of Joitabaee Settanee's case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French the fact that, at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required to secure the transmission for submittal to the Resident's review, of the proceedings of the punchayet that had been assembled at my instance, to investigate the complaints preferred by Joitabaee Settanee against Baba Nafra, the moonim goomashta of her late husband's bank.

Inasmuch as when directed by Captain French to draw up a summary of a petition, addressed by Joitabaee Settanee to the Right honourable the Governor in Council of Bombay, and dated 7th of May 1849, and its enclosures (copies of petitions), he prepared or caused to be prepared, and gave or caused to be given to Lieutenant W. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an inaccurate description of its enclosures, knowing that the said incorrect version and inaccurate description were to be transmitted to the Right honourable the Governor in Council of Bombay.

That in the case of Govind Row Gaickwar, he allowed a false claim, to the extent of nearly (3) three lacs of rupees, set up by Baba Nafra, to be prosecuted in my office, without expressing to me the slightest doubt of the justice of the said claim, though he knew it to be unjust, and that he culpably withheld from my notice, documents in his custody*, which proved the unjust nature of the claim, thereby betraying his trust as head of the native establishment of the Baroda Residency.

That he was guilty of a similar betrayal of his trust, in the case of Gorajee Pole, in the following instances:

Inasmuch as he had connived at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution being the result of and clearly indicating embezzlement on the part of the individual to whose management the estate had been confided.

Inasmuch as he allowed a certain lease † to be abandoned or cancelled, without bringing the circumstances to the notice of the Resident, though well aware that by maintaining the leases on the original terms, the revenues of Gorajee Pole would have been preserved intact.

That he, on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, the sum of (20,000) twenty thousand rupees, as a bribe, given apparently with a view to secure his (Nursoo Punt's) services on behalf of the firm; supposed to be on account of the case then pending before Government, concerning the dispute between the above firm, and the sons of the late Gungadhur Shastree.

That

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* 1. A memorandum of account submitted by the firm of Hurry Bhugty, dated 10th Falgoon Sood, Sumwut 1898 (February 1842).

2. A yad presented by the same firm, dated 7th Ashad Sood, Sumwut 1901 (11 July 1845).

† Dated 14 September 1844, by which the Patells bound themselves to make good the revenues of the three villages to the amount of (5,701) five thousand seven hundred and one rupees per annum for seven years, giving "nisha" (banker's security) for the same.

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That he, on or about the 19th or 20th of October 1848, received from Baba Nafra, as a bribe, the sum of (28,070) twenty-eight thousand and seventy rupees, being in part payment of a sum of 78,070 rupees to be paid by Baba Nafra, for the exercise of his influence in Baba Nafra's favour, in the inquiry respecting the alleged abduction of the child of Joitabaee Settanee.

That on or about July 1848, he instigated Baba Nafra to depute an agent to Bombay, for the purpose of bribing the Honourable Mr. Reid, late member of Council.

That at various times between the 12th of September 1848 and the 1st of May 1850, he made an improper and unauthorised use of the name of the Honourable Mr. Reid, late member of Council, and encouraged the belief at Baroda that he enjoyed the support and confidence of that gentleman.

(signed) *J. Outram*,
Resident.

Baroda Residency, 10 June 1850.

(True copy)
(signed) W. E. Frere.

Appendix (D.)

EXTRACT from Government Letter to the Resident at Baroda, dated the 20th January 1852, No. 291.

4. AFTER a most patient and lengthened investigation of these charges, extending over a period of upwards of four months, Mr. Frere closed his proceedings on the 22d October last.

5. On a most careful consideration of which, the Right honourable the Governor in Council desires me to convey to you the decision of Government in regard to each charge.

1. Nursoo Punt is acquitted on all the counts of Charge No. 1, as worded by the Prosecutor, though from the finding of the Commissioner it would appear, that had the charge been made to include the misleading of Colonel Outram himself, his (Nursoo Punt's) entire exoneration on this head might not have resulted.

2. That Nursoo Punt is guilty of Charge 2.

3. That Nursoo Punt is acquitted of Charge 3, but that his conduct with reference to circumstances connected with this charge is open to animadversion.

4. That the evidence is insufficient to convict Nursoo Punt upon Charges 4 and 5, but that considerable suspicion attaches to him upon both these charges.

5. That there is nothing in the proceedings to implicate the character of Nursoo Punt, with reference to Charge 6.

6. That the alleged misuse by Nursoo Punt of Mr. Reid's name, embraced in Charge 7, has not been established.

Nursoo Punt having, by his conviction to this extent, been pronounced guilty of a betrayal of his official trust in the instance therein specified, as the head native servant of the Baroda Residency, the Right honourable the Governor in Council cannot allow that individual any longer to retain his present employment; and orders have accordingly been issued for his removal from his situation of dufturdar to the Collector of Ahmedabad. Nuroo Punt will be considered ineligible for re-employment under Government.

(True extract.)
(signed) *A. Malet*,
Chief Secretary.

(True extract.)
(signed) E. L. Jenkins,
Acting Collector.

Appendix (E.)

TRANSLATION of the Memorandum drawn up by *Nursoo Luxumon* relative to Govindrow Guickwar's Debt.

Memorandum.

1. MEMORANDA of (the firm of) Hurree Buk ee, dated the 6th July 1848, and the 5th August 1848, Nos. 1, 2, have arrived, the same being to the effect that in payment of the debt due to them, the money due on account of Azum Govindrow Guicowar's draft should be received.

2. On looking at the former proceedings in respect to this, it appears that the account relative to the money claimable from Govindrow Guicowar, as having been formerly received (by him) from the Company's Government, and due to the firm of Hurree Buktee, having

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having been made up, the Political Commissioner, Mr. Williams, wrote him a letter dated 21st of February 1833, to the following effect: "There are claimable from you on the part of the Government, *Rs.* 1,945. 31¼., and besides money for expenses at Surat, was received   rupees; and 32,002 rupees obtained from Hurree Buktee are due, together with interest. In order that the liquidation thereof may be effected, 10 rupees a day being deducted from your allowance, you will receive the balance, 20 rupees a day, for expenses." To this effect it was written; there is a separate translation thereof, No. 3.

3. The management having proceeded in the above manner, upon the completion of the payment of the Government money, Mr. Boyd sent to the Bombay Government a report, No. 304, dated the 10th April 1842, with a translation of the letter No. 3. Their order, No. 1540, dated the 7th June of the same year, arrived to this effect, "Agreeably to what you have written the money should be paid to Hurree Bucktee on account of the debt."

4. Consequent upon the above order, money having been received by the firm of Hurree Buktee out of the Residency Treasury, from Sumvut 1898, corresponding with the year 1842–43, to Sumvut 1903, corresponding with 1847–48, agreeably to the balance remaining in Govindrow Guicowar's account, they have received up to this day altogether 33,089 Shahsee rupees, so the payment of the principal is about completed.

5. Now in this case, the permission of the Bombay Government being obtained, I think that it should be in some way determined to what period, and how much money should be received by Hurree Bucktee's people, for in the first order of the Bombay Government this has not been cleared up; and in respect to the money deducted out of his own allowance for the liquidation of the debt, a petition of Govindrow Guicowar having gone to the Bombay Government, the order of the Government, dated the 25th February 1848, No. 851, arrived to the effect, that in respect to this he would hereafter receive an answer; and agreeably to a letter of instructions from the Bombay Government of the 9th of December 1848, No. 4734, relative to a statement of his account being sent by the Resident, one was sent. In answer to a letter relative to the recovery from the Guicowar's Government of the difference on account of the Baba, shaee (currency), having been written under date the 16th of March 1848, No. 1146, arrived, but nothing come in writing relative to what was to be done in future as to his (Govindrow Guicowar's) debt.

6. At present, about the principal money of Hurree Buktee's people has been received in full. Now, on being asked what balance they drew out, they made up an account of what is claimable from Govindrow Guicowar, and have presented two memoranda, the balance therein to the end of Ashadh, corresponding with July 1848, is as below.

	Rs.	*a.*	*p.*
One account, memorandum relating to one bond, Sumvut 1876, the (Christian) year 1820; 9,000 rupees, interest one rupee per cent., per mensem - -	1,91,873	3	9
One bond, 10,001 rupees; and one bond, 13,000 rupees; total 23,001 rupees, two bonds, Sumvut 1887, the (Christian) year 1831, interest at ¾ rupee per cent., per mensem - - - - -	1,11,257	6	–
Principal Rupees 32,001. *Rs.*	3,03,130	9	9

As above described, a balance claimable is stated, the interest being made up that is drawn out as the balance at the Diwallee.

7. In the above account three bonds are mentioned, whereof a copy of the bond for 9,000 rupees of Sumvut 1876 (1820) was not before filed in the records, but in the first bond, of Sumvut 1887 (1831), for 10,001 rupees, there is a reference to this bond. In that bond there is written a stipulation for drawing out interest every 12 months for the sum of 10,000. The signature of Mr. Williams is appended to it by way of attestation. In the other bond, for 13,000 rupees, there is written a stipulation for receiving interest at the rate of 12 annas, and in this it is not written that interest is to be drawn out every 12 months. Upon it there is written an English endorsement to the effect that this bond having been brought by Radhabaee's karkoon, it was given to Hurree Buktee, with the acquiescence of the Resident, and there is the signature of Mr. Malet. A copy of the bond of Sumvut 1876 (1820) has now been obtained from the parukh; in it interest at the rate of one per cent. is mentioned. The attestations of the Sahebs are not to it, and it is not mentioned that interest is to be drawn out every 12 months; these are the circumstances relating to the bonds.

8. According to the draft for Govindrow Guicowar's allowance, there are received from the Guicowar's Government annually, in two instalments, 12,400 Shahsaee rupees, amounting to Company's *Rs.* 10,839. 1.; whereof about 6,646 Company's rupees for expenses are received by him annually, through the medium of the collector of Ahmedabad, (and) there remains a balance of 4,193 for the liquidation of the debt. Now on the   day of   there is a balance of 6,000 rupees to his account.

In short, in respect to this the specific orders of Government are necessary.

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Appendix (F.)

TRANSLATIONS of Murathee Bonds.

(B. 4.)—To *Rajshree Hurreebhaee Bukteedass Parukh.*

FROM the friendly Govindrow Futehsingrow Guicowar, the Soor Sun (year) 1230, I obtained from Rajshree Moorleedhurdass Balgovind, and Bhookundass Narayendass, money for expenses, whereof I have caused to be paid to the above-named on account, money received from you, (viz.) 13,001 rupees, in letters (thirteen thousand and one rupees); having received the same on loan from you I have had the same paid. Accordingly this money having been paid, the following are to be received into charge.

1 One bond, Poushwud 1st, Sumvut 1884 (3 January 1828) *Rs.* 6,511. 13½. (six thousand five hundred and eleven rupees and thirteen and a half.)

1 One bond, Magh Wud 5th, Sumvut 1884 (6th February 1828) 4,101 rupees, in letters (four thousand one hundred and one) on account of other bonds.

2

For the above 13,001 rupees, interest is agreed for at the rate of ¾ rupee (12 annas) per cent., per mensem, as follows: I will liquidate the principal money with the interest out of my settlement. The 5th of the month of Kartik Sood, Sumvut 1887 (21st October 1830.)

With the permission of the mother, Radhabaee Saheb Guikwar, this has been truly written. The handwriting of Rowjee Narrayen Shastree, written (by him) by order of the mother, Radhabaee Saheb.

(English Endorsement.)

Radhaby's carcoon having come to the Residency, has given this note to Hurree Buktee, to which the Resident consents, this 21st day of October A.D. 1830.

(signed) *A. Malet*,
Acting Resident.

(B. 5.)—To *Rajshree Hurreebhaee Bhukteedass Parukh.*

From the friendly Govindrow Futehsingrow Guikwad, the Soor Sun (year) 1230.

The cause of writing is as follows:

I have received, on loan from you, principal money, as follows:—

	Rs.	*a.*	*p.*
Agreeably to a bond which is with you, for what was formerly due to you - - - - - - -	9,000	-	-
Received now on Kartick Shood 14th (29 October 1830) principal money, for which interest at the rate of ¾ rupee (12 annas) per cent. per mensem has been agreed to be paid; agreeably to which, I will pay off the interest with the principal, without abatement. It has been agreed that the interest shall be drawn out every twelve months -	10,001	-	-
Rs.	19,001	-	-

In all, rupees nineteen thousand and one, I will pay off as above when my arrangement is effected.

This has been truly written. Friday, the 14th of the month of Kartick Shood, Sumvut 1887 (29 October 1830).

The bond has been written by order of the mother, Radhabaee Baya Saheb.

The handwriting of *Rowjee Narrayen Shastree.*

(In English.)

(signed) *James Williams.*, Resident.

29 October 1830.

Case of Nurso Luxmon.

(B. 6.)—**Bond** for **Debt**, Friday, 5th Magh Wud, Sumvut 1876 (12 February 1830).

On that day a bond is written to the creditors, named   , by the debtors, named Govindrow Futteh Sing Guikwad. The reason of writing is, that I have received for my own purpose principal *Rs.* 9,001, in letters, nine thousand and one received. The interest and premium hereof for one month have been deducted and paid. Hereafter I will pay interest to accrue at the rate of one rupee per cent. per mensem. This has been truly written. Out of the money which may be first received on account of my allowance, I will make payments for this bond.

Appendix (G.)

Translation of a Guzeratee Paper of Questions and Answers.

Questions to the bankers of Baroda, the answers to which are to be obtained through the medium of the Guickwar's Government.

Questions.	*Answers,* as follows:
1. Supposing a certain person should owe a banker a debt for which a bond has been passed; if another loan should be obtained from the same banker again, then at the time of writing the new bond, supposing the amount of the former bond to be *Rs.* 9,001, with respect to entering that amount in the new bond, should exactly nine thousand, or (that sum) with the surplus unit one, be stated; what is the custom in respect to this?	1. If a loan should have been first given, and a bond got made, and if a new loan should be given again, for which a bond should be written, and if the first bond should be included therein, then it is indeed customary that agreeably to the first bond, the amount (thereof) should be included; but if the surplus, one rupee, should not have been paid, then the exact amount should be stated.
2. At the time of writing the new bond, there being a separate bond for the former debt, is the whole amount of the former principal money with the interest calculated up to that date stated, or is the principal of the former bond only stated, the interest thereof being calculated separately, or how?	2. At the time of writing the new bond, there being a former separate bond, should (this) be intended to be included in the new bond, (and) should the account thereof, calculating the interest, have been made up to the date of the new bond, it is to be included accordingly; and if the account should not have been made up, then the amount of the principal is to be included in the new bond, and the account of the interest thereof may be made up separately, if the borrower (should choose) to make it up separately, (and if it should be intended) to make up the accounts of both bonds together, they may be made up together. This is indeed customary.
3. In the new bond in which the amount of the former bond is included, is it customary to mention the date of the old bond and the rate of interest mentioned therein, or how; and if after the old sum has been entered in the new bond, the old bond should become cancelled, in that case if no other mutual settlement should have been made, then if anything should have to be paid on account of the old bond up to the date of the new bond, is the same included in the new bond, or how?	3. In the new bond the amount of the former bond may be included. In it the date of the old bond should be stated, if the account should not have been made up, and of the interest of the first and the second (bond) should be the same, then it is not necessary to mention the interest; and if it should be more or less, it will be requisite to mention it. This is indeed the custom. If the interest is more or less than what is mentioned in the first bond, and if the accounts of both the bonds are to be made out separately, a notice merely may be inserted in the new bond, and it may also be mentioned that that bond is for rupees ; and if the amount of the old bond, with the interest added, should be entered in the new bond, or if the old bond should not be included in the new bond, nevertheless the old bond does not become cancelled, and the payments which may be received for it may be credited in the old bond. Notwithstanding this, should an agreement have been made, it is to be acted up to. After the making of the old bond, if anything should have been paid, and debited in the account books, it is to be included in the new bond. Such is indeed the custom.

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Questions.	*Answers*, as follows :
4. When there are such sums as one thousand, two thousand, ten thousand, which terminate in ciphers, do bankers write these identical sums in bonds, or when a sum ends in a cipher, do they always write a unit in lieu of it, or do they write the figures one or two in place of a cipher at the end of a sum; for example, if the sum of one thousand is to be written in a bond, are one thousand and one, one thousand and two, &c., to be written in that place; what is the custom in respect to this?	4. Money being lent, if a cipher should occur at the bottom in the bond which may be got made, the unit one should be inserted in that place; and when the person who gets a bond written, and he who executes it, have any doubts relative to the cipher, they have the exact amount written down. It is indeed customary to write in both ways.
To the questions above stated, answers should be written. The English date, the 22d of the month of July 1850. At the Baroda Residency. Examined by *Sooruj ram Gungaram.* (An English Signature.)	The above answers have been caused to be written. They are correct. Ashadh Shood, 14 Sumvut 1906 (23 July 1850). 1. *Pureekh Gopalrow Myral.* The handwriting of Gunnesh Ramchundru. 1. *Pureekh Hurree Bhaee Bhukteedass.* The handwriting of Pitamber Siwulal. 1. *Pureekh Samuldass Beheecherdass.* The handwriting of Babajee. 1. *Pureekh Khooshal Chund Ambaeedass.* 1. *Pureekh Munguldass Sukheedass.* The handwriting of Suckharam Sadasew. 1. *Pureekh Ruttunjee Kahandass.* The handwriting of Nutho Punt Sadasew. In the Murathee character. 1. *Pureekh Hemchund Wuckutchund.* The handwriting of Dulputram. 1. *Pureekh Manickchund Jugjeevandass.* The handwriting of Jugjeevan. 1. *Pureekh Munsookh Bhaeedass.* The handwriting of Runchord Bhaee. 1. *Pureekh Purbhoodass Kaseedass.* The handwriting of Nurrotum. 1. *Pureekh Purmanund Nurbheram.* The handwriting of Hurgowund.

Appendix (H.)

TRANSLATION of an Extract from *Nursoo Luxumon*'s written Defence to the First Charge.

2. THE respected Colonel repeatedly writes and verbally asserts, that in consequence of relationship (existing) between me and Baba Nafuda, I am his confederate and favourably disposed to him. Now this thing became known to the above-named gentleman in consequence of some one having told him. What impediment then was there to my being questioned in regard to this, and to its being clearly demonstrated what sort of relationship it is, and what is the significance thereof? For there is no actual relationship between Baba and me; but in consequence of there being few houses here belonging to my caste, reciprocal marriages have been contracted between one and another of them. He is, therefore, connected with my connexions in the manner below described :

1st. This Baba was the nephew of Wishnoo Punt Nafudeh, my wife's sister's husband, the first manager of Hurree Buktee. This is the original relationship of the connections; but in consequence of this connection, no friendship whatever subsisted between him and me; because when his parents died Aba Nafudeh, the son of Wishnoo Punt, was an infant of the age of six months; consequently (Baba Nafudeh) having himself usurped the situation and appointment of Wishnoo Punt in the shop, afterwards when that boy grew up, he gave him a small situation and separated from him, and having shown that boy the debt of the time of Wishnoo Punt, he threw that load on his head, and reduced him to extreme poverty. For this reason the greatest hostility has existed between them both; and in consequence of there being a good understanding between Aba Nafuda and me, there is hostility on the part of Baba towards me. This thing is well known to (the people of) my caste and tribe, and others in this city, and was also known to the elder Maharaj, and I heard

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heard that he said to some one, that in consequence of my connection with Aba Nafuda, I entertained enmity towards Baba. Now, in consequence of there being no one to assist me, I am unable, on this occasion, to prove that assertion; but if any one were to make inquiries independently, in a proper manner, he would be satisfied.

2d. The second connectionship with connections is as follows:—Latterly since I arrived here in the Sumvut year 1901, my elder brother informed me relative to his being about to give his daughter to his (Baba Nafuda's) son. I did not acquiesce in that, upon which he yielding to the persuasions of his wife without having obtained my full consent, gave his daughter to Baba's son. Since then there has existed a disagreement between my brother and me, and his family lives at Borsud, apart from me.

3d. The third connectionship with connections is as follows:—Latterly in Sumvut 1901, the daughter of Baba's sister-in-law's husband was given (in marriage) to my son, (and) enmity subsists between those two sisters.

These being the facts, I have no intercourse whatever with Baba Nufada. Now in regard to this, the Surkar should consider that among us native people, although there is no other real relationship than that of full brother's offspring of the same parents, and father and son, and wife and husband, among whom great amity should subsist, yet among such relations even, enmity exists, such as to lead them to seek to take the life of one another. As to this the following is a very brief illustration. The sons of Gungadhur Shastree here, are full brothers, yet such enmity goes on between them, that while residing in the neighbourhood of each other, on the occasion of the death of a member of the family of one or the other of them, one did not visit the house of the other. There are thousands of more examples of this. It is unnecessary to lengthen the paper by writing in detail on this point. Amity and union are not at all dependant on relationship. That is a different matter. But he who acts with integrity does not preserve the least connection with father or son, or as many other relations as he may have, if their conduct should be improper. There are hundreds of examples of this. It was, therefore, necessary to have made a minute inquiry independently, without (the intervention of) my enemies, as to whether I preserve any connection with Baba or not.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

THIS memorial contains no facts which have not already been submitted to the Honourable Court of Directors, being mainly a review by Nursoo Luxmon, of the nature of the evidence adduced on his trial before Mr. Frere, with arguments founded thereon.

It may be sent to the Honourable Court, with the remark that we see no reason to comment on it, or to change our opinions already recorded.

(signed) *Falkland.*
D. A. Blane.
18 September 1852. *A. Bell.*

No. 4487 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay,
to *Nursoo Luxmun*, Bombay.

IN reply to your letter dated 9th ultimo, I am directed to inform you, that the memorial to the address of the Honourable the Court of Directors, therewith forwarded, will be transmitted to that authority by the overland mail of the 16th instant.

By order, &c.

Bombay Castle, (signed) *A. Malet*,
14 October 1852. Chief Secretary.

(True extract.)
(signed) A. Malet,
Chief Secretary.

Extract.

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Extract Bombay Political Consultation, January 1853.

MEMORIAL from *Nursoo Luxumun*, formerly Native Agent at the Residency of Baroda, and late Dufterdar of Ahmedabad, to the Right Honourable Lord Viscount *Falkland*, Governor and President in Council, Bombay,

Most respectfully showeth,

THAT to the great grief of your Lordship's memorialist, the late Collector of Ahmedabad, Mr. Mansfield, forwarded to him a copy of a Government letter (with an endorsement upon it, No. 783, dated 13 October 1852, by the acting collector), to the address of the Civil Auditor, No. 3768, dated 28 August 1852, a copy of which was forwarded to the Collector by Government for his information, with an endorsement, No. 3772, dated 28th August last, stopping from the date of his suspension, the monthly allowance of 50 rupees, sanctioned as Palkhee allowance to your memorialist, by order of the Honourable Court of Directors on the 30th March 1836, which was continued to him at the time of his dismissal, on the 20th January. That your memorialist is deeply grieved at this, since, while applying for redress according to the principles of justice against the former harsh treatment, Government, not content with the punishment then awarded, has against their usual rules added thereto by issuing the order now complained of.

2. Your Lordship's memorialist most humbly craves that your Lordship in Council will kindly consider his case with commiseration, and save him from the deep sorrow and disgrace into which he has been thrown by the measures adopted by Government.

3. Should your Lordship in Council have any objections to grant this prayer, your Lordship's memorialist solicits that your Lordship in Council will be graciously pleased to forward the accompanying memorial (furnished in triplicate), to the Honourable the Court of Directors, with a favourable recommendation from your Lordship in Council. Your Lordship's memorialist humbly begs to be pardoned for having given trouble.

And he, as in duty bound, shall ever pray.

Bombay, 21 December 1852. (signed) *Nursoo Luxumun.*

To the Honourable the Court of Directors for the Affairs of India, London.

The humble MEMORIAL of *Nursoo Luxumun*, formerly Native Agent at the Residency of Baroda, and late Dufturdar to the Collector of Ahmedabad,

Most humbly showeth;

THAT your memorialist served the Bombay Government for about 33 years, from the year 1818, in several appointments of high trust, in the course of which his conduct invariably elicited the highest encomiums from his superiors, but on the 20th January he was unjustly dismissed from his appointment. Your memorialist being ignorant of the grounds of his dismissal, made three applications to Government, requesting information on the subject, but Government disregarding the rules of justice, declined to disclose the same. Upon this your memorialist forwarded through the Bombay Government two memorials to your Honourable Court, dated the 18th July and 31st August last, the former briefly, and the latter circumstantially, giving an account of his case, which your memorialist hopes may have reached your Honourable Court by this time.

2. Your memorialist earnestly trusts that your Honourable Court, after giving a fair and unbiassed consideration to his case, will relieve him from the unjust severity exercised towards him. The Bombay Government declare your memorialist guilty of betrayal of trust with regard to the second charge, and acquit him of the other six charges preferred against him by Colonel Outram, late Resident at Baroda, though remarking that his conduct is open to animadversion in respect to one, and to suspicion in respect to two charges, but

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the grounds on which they have come to such an unjust decision are studiously concealed from your memorialist, even when he humbly requested to be informed of them. Being ignorant of the views entertained in his case, your memorialist cannot be expected to explain everything satisfactorily to the Court. He has, however, met the case against him as far as his knowledge of it enabled him to do so. Should the explanations, therefore, of your memorialist appear imperfect to your Honourable Court, he hopes that your Honourable Court will give him an opportunity of learning in detail the grounds of his conviction and of defending himself against them, and if necessary, of yielding him a second trial in a judicial way, so as to enable him, a public servant of long standing and high merit, to obtain justice.

3. An unexpected occurrence mentioned below has compelled your memorialist to trouble your Honourable Court with this before receiving any answer to his other memorials. The dismissal of your memorialist from the situation of dufturdar of Ahmedabad was commuicated to him by the acting collector, Mr. Jenkins, by an order (a true translation of an extract from which is herewith annexed, marked (A.), stating that your memorialist was removed from the situation of dufturdar, and that his salary as dufturdar and the personal allowance of 100 rupees was stopped from the day of his suspension. He was thus given to understand that the personal allowance of (100) one hundred rupees a month sanctioned by the Honourable Court, was discontinued from the date of his suspension. He patiently submitted to this injustice, in the sanguine expectation of its being disposed of when the question of his dismissal should be finally settled; your memorialist was moreover honoured with the grant of a "Palkhee," with the endowment of an allowance of 600 rupees per annum to support it, sanctioned by your Honourable Court, independently of the above 100 rupees per month. To the great grief of your memorialist, the late acting collector of Ahmedabad, Mr. Mansfield, lately sent him a copy of a Government letter, with an endorsement upon it, dated the 13th October last (copy of which is enclosed marked (B.), stopping this grant of 600 rupees, from the date of your memorialist's suspension, which was continued to him at the time of his dismissal, as if Government, not satisfied with the unjust punishment already inflicted upon him, meant to increase it to the utmost of their power.

4. Your memorialist has not been accused of treason to the State, nor of being concerned in rebellion, nor of having conspired against the Government, nor of any other high offences of the like degree. He was accused of not pointing out discrepancies in the account of one banker advancing claims against another; of not producing papers regarding them at the time required from the duftur, of having received bribes, and of negligence in the discharge of his duties, as many other servants are frequently charged with in the Revenue and Judicial Departments. Such being the nature of the imputations, your memorialist is at a loss to understand why such extraordinary severity has been so long and is still being practised towards him, and why Government has not investigated the charges openly according to the judicial system, as is generally done in the case of their servants. The accusations being of the nature above mentioned, your memorialist cannot imagine why Government should have made it a matter of secrecy merely from this circumstance, that the complaints first arose in the Political Department. Government may think that your memorialist has no reason to complain, since he was tried according to Act, No. XXXVII. of 1850 of the Government of India, by Mr. W. E. Frere, Commissioner; but your memorialist begs to observe, that he cannot write anything about it here openly; suffice it to say that Government did not pay any attention to your memorialist's two applications of 1 June and 18 October 1851, made at the commencement and the close of the trial, showing the difficulties in his way, and what he had to suffer.

5. The Bombay Government, when disposing of the case, state that the Commissioner, "after a most patient and lengthened investigation extending over a period of upwards of four months, closed his proceedings," but that period is merely nominal. The Court sat only about days; the rest of the time being lost in obtaining the answers to questions put to individuals in different parts of the country, &c., and thus giving the inquiry an air of extreme seriousness.

6. The

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6. The charge of which the Bombay Government now declare your memorialist guilty, having been decided previously by themselves after a deliberate consideration in 1849, is now investigated a second time under an Act subsequently passed, viz., in 1850, and they decide it contrary to their former decision, and they have exercised the severity of the punishment against him, by stripping your memorialist afterwards of an enam previously granted to him. Your memorialist is at a loss to comprehend the motives which actuate Government to exercise that tyranny towards him. Never was an instance known of superior authority increasing the punishment once awarded in a case; it is against the law of the Government. A sentence may be remitted or commuted, but not increased in severity.

7. It has been declared that considerable suspicion attaches to your memorialist in the 4th and 5th charges, but Government would not have attached any weight to the forged papers produced in proof of these charges, if the firm of Hurree Bhugtee or Baba Nafuda themselves had been the prosecutors, and had advanced them. It is because Colonel Outram is the prosecutor that these forgeries have had importance attached to them. After all, since from extraneous evidences they appear to be forgeries, in fact, your memorialist cannot understand how Government could attach any suspicion to him in respect of the charges they were adduced to prove.

8. Your memorialist respectfully solicits, in conclusion, to be tried according to the system of a judicial court openly, or by a jury, or in the presence of the present Resident of Baroda, in the language of the country, and he is ready to suffer any punishment which Government may think proper to inflict on him, should he be found guilty of a criminal charge. But your memorialist trusts that your Honourable Court will not sanction the unjust proceedings of the Bombay Government in depriving him of his claims to pension, and of his Palkee grant given to him as an acknowledgement of former services, now extending over a period of 33 years; and your memorialist further trusts that your Honourable Court will take into mature consideration the different charges, the nature of their proofs, and the decision regarding them, and relieve him from the punishment and disgrace under which he is labouring.

And your memorialist, as in duty bound, shall ever pray.

Bombay, 21 December 1852. (signed) *Nurso Luxumun.*

(A.)

TRANSLATION of Para. 2, of a Yadee from the Acting Collector of Ahmedabad, Mr. *Jenkins*, to *Nursoo Luxoomun*, Dufturdar, of Ahmedabad.

I HAVE written this to inform you, that a letter from the revenue secretary, Mr. Goldsmid, dated 23d January, No. 516, of 1852, has been received, stating that you are removed from the situation of dufturdar of this zillah, and that your salary and personal allowance of (100) one hundred rupees per month, is to cease from the date of your suspension.

3 February 1852. (signed) *E. L. Jenkins.*

(B.)

No. 3768 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to the Civil Auditor, Bombay.

Sir,

I AM directed by the Right honourable the Governor in Council to transmit to you copy of a letter (No. 516), addressed, on the 23d January last, by the Secretary to Government in the Revenue Department, to Mr. Jenkins, acting collector at Ahmedabad, directing the resumption, from the 22d May 1851, of the personal allowance of (100) one hundred rupees per mensem, granted to Nurso Luxoomun, in the Government (revenue) letter, to the address of

Imprisonment of Baba Nafra.

No. 723 of 1852.—Political Department.

From *John Marshall Davies*, Esq., Resident at Baroda, to *A. Malet*, Esq.,
Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letters, No. 3077, of the 10th July last, and 3855 of the 6th instant, the former transmitting copy of a despatch from the Honourable Court of Directors, and both calling upon me for information on the points alluded to in the 6th and 9th paragraphs of the latter document.

2. In reply, I beg you will submit for the perusal of his Lordship in Council (Accompaniments 1 and 2), copies of minutes recorded by me a few days after the receipt of Government's letters, No. 792 of the 24th, and 863 of the 27th February last, respectively, after having on each occasion personally communicated with his Highness. I may add that from all I could then gather, and have since observed, there would appear to be on his Highness's part an evident determination to see justice done in both respects. I have also taken other opportunities, since becoming better acquainted with his Highness, and with his advisers, to inculcate an open and straightforward course in respect of the criminal, Baba Nafra.

3. This reply disposes of your other letter, No. 3854 of the 6th instant.

I have, &c.
(signed) *J. M. Davies*,
Resident.

Baroda Residency,
11 September 1852.

Accompaniment, No. 1.

MEMORANDUM.

THE subject of this letter* was mentioned to his Highness at an interview in the Motee Baugh, in presence of Mr. Battye and of Sumbhooram Wukeel.

His Highness (who appeared to wince a little under the message of the Government) protested that, beyond easing Baba Nafra of his heavy irons, which caused sores on his legs, and substituting lighter ones, he (his Highness) had no intention of extending any undue degree of favour towards the criminal.

* No. 792 of the 24th February 1852.

Saturday, 28 February 1852. (signed) *J. M. Davies*, Resident.

(True copy.)
(signed) J. M. Davies, Resident.

Accompaniment, No. 2.

MEMORANDUM.

ON Wednesday the 10th March (the occurrence of the Holy festival having rendered it impossible to call on an earlier day), I waited upon his Highness at the Motee Bagh, accompanied by my assistant, Mr. Battye, when the contents of this letter† were explained to the Maharaj. His Highness received the communication with some impatience, and asked why the British Government doubted his doing justice to all his subjects? He again adverted to the subject of his reported lenient treatment of Baba Nafra as a criminal; and said, that if I wished it, or if the Government wished it, he, the Maharaj, would load him with irons of any weight. He added that he would see justice done to the firm of Hurry Bhugtee, but that he would be better pleased if the examination of Baba Nafra touching the alleged defalcations was made before the Resident. To this I replied that it was left to him to see justice done, and the conference broke up.

† No. 863 of the 27th February 1852.

(signed) *J. M. Davies*, Resident.

(True copy.)
(signed) J. M. Davies, Resident.

Imprisonment of Baba Nafra.

MINUTE by the Right Honourable the Governor concurred in by the Board.

THIS information may be communicated to the Honourable Court of Directors by the next mail, with reference to paragraph 6 of their despatch, No. 17; dated 2d June last.

(signed) *Falkland.*
D. A. Blane.
24 September 1852. *A. Bell.*

(True extract.)
(signed) A. Malet, Chief Secretary.

Memorial from Joetabhaee Setanee.

Memorial from Joetabhaee Setanee.

No. 129 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

* *See* below.

1. WITH reference to the correspondence noted in the margin,* we have the honour herewith to forward a memorial in original to the address of your Honourable Court, from Joetabhaee Setanee, second widow of the late Bechur Samul, head of the guaranteed banking firm of Hurree Bhugtee, of Baroda.

2. In this memorial Joetabhaee Setanee, after recapitulating her previous statements on the subject of her complaints, solicits, 1st, that the firm of her deceased husband may be compelled to liquidate certain debts which she states she has incurred; and 2d, that she may be permitted to adopt a son. She also alleges that the sentence passed upon Baba Nafra, late manager of the firm, is in effect eluded through the favour of his Highness the Gaekwar, and that large sums of money belonging to the firm have been expended by Baba Nafra for purposes of bribery.

3. For our sentiments upon the above memorial, we beg to refer to a minute by our Right honourable President, dated the 2d instant, concurred in by the Honourable Mr. Blane, and to state that instructions to the effect therein resolved on have been communicated to Mr. Davies, the Resident at Baroda.

We have, &c.
Bombay Castle, (signed) *Falkland.*
16 December 1852. *D. A. Blane.*

No. 138 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. WITH our Political despatch, dated the 16th instant, No. 129, we forwarded a memorial in original, to the address of your Honourable Court, from Joetabhee Setanee, second widow of the late Bechur Samul, head of the guaranteed

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* Political despatch from the Bombay Government to the Honourable the Court of Directors, dated the 30th August, No. 84 of 1849, paras. 1 and 3. Reply from the Honourable the Court of Directors, dated the 13th February, No. 4 of 1850, para. 2. Further despatch from the Bombay Government, dated the 3d December, No. 91 of 1851. Further despatch from the Bombay Government, dated the 31st January, No. 9 of 1852. Further despatch from the Bombay Government, dated the 28th February, No. 22 of 1852. Further despatch from the Bombay Government, dated the 3d May, No. 46 of 1852. Further despatch from the Honourable the Court of Directors, dated the 2d June, No. 17 of 1852. Further despatch from the Bombay Government, dated the 30th September, No. 89 of 1852, para. 1.

guaranteed banking firm of Hurree Bhugtee, of Baroda, soliciting the interference and assistance of your Honourable Court in the matters therein referred to.

Memorial from Joetabhaee Setanee.

2. We at the same time forwarded copy of a minute recorded on the 2d instant, by our Right honourable President, concurred in by the Honourable Mr. Blane, containing our sentiments upon the several points embraced in the memorial, and stated that we had called upon Mr. Davies, Resident at Baroda, for certain information in connexion therewith.

3. We have now the honour to forward copy of the reply Mr. Davies has returned to the above reference; and for our sentiments thereon, we beg to refer to a minute by our Right honourable President, dated the 21st instant, concurred in by the Honourable Mr. Blane.

We have, &c.
(signed) *Falkland.*
Frederick Fitzclarence.
D. A. Blane.

Bombay Castle,
31 December 1852.

EXTRACT Political Letter to Bombay, dated 6 April (No. 13) 1853.

(Answer to Political Letters, dated 16th December (No. 129) 1852;
31st December (No. 138) 1852.)

Memorial of Joetabhaee Setanee.

15. JOITABHAEE's requests are, 1st, that the debts unavoidably incurred by her during the prosecution of her claims to justice, amounting, as she says, to 75,000 rupees, be paid by the firm; 2d, that she be admitted to all her rights and privileges as a widow of the late Bechur Samul; 3d, that she be allowed to adopt an heir.

16. We agree in the view which you have taken of all these points.

17. The first request is evidently just; and we are happy to learn that, on a representation from the Resident, the Guicowar gave orders that the 75,000 rupees claimed by Joitabhaee should be paid to her by instalments, and that the payment will very shortly be complete.

18. With respect to her second request, her right to be restored to the full benefits of her position as a widow of Bechur Samul has been acknowledged, and must be enforced. Mr. Davies, however, is of opinion that the arrangement proposed by the Guicowar, and reported in Lieutenant-colonel Outram's letter of 23d December 1850, is satisfactory. By this arrangement, though you did not think it liberal as to the amount of the pecuniary allowanee, the two widows were placed on exactly the same footing, both in point of allowances and of power over the management of the firm. We think therefore that on this score Joitabhaee has nothing to complain of.

19. With regard to the sanction of an adoption, Joitabaee should be informed that the British Government cannot interfere.

20. You very properly called the attention of Mr. Davies to the assertion of Joitabaee, that the punishment of Baba Nafra is still little more than nominal. Should Mr. Davies have good reason for believing this to be the case, a strong remonstrance should be addressed to his Highness on the subject.

EXTRACT Bombay Political Consultation, 31 December 1852.

To *A. Malet*, Esq., Chief Secretary to Government, Political Department, Bombay.

Sir,

I DO myself the honour to submit the accompanying memorial in triplicate to the address of the Honourable Court of Directors, and to request that the Right honourable the Governor in Council will kindly be pleased to take early measures in forwarding the same to its destination.

I have, &c.
(signed) *Joitabaee.*

Baroda, 16 November 1852.

To

Memorial from Joetabhaee Setanee.

To the Court of Directors of the Honourable East India Company,
East India House, London.

The humble Memorial of *Setanee Joiteabaee*, widow of the late Bacherdass Samuldass Hakker, of the Firm of Hurry Bhugtee, Native Bankers of Baroda,

Showeth,

That your memorialist has during the last five years often petitioned and memorialised the Guicowar of Baroda, the British Resident at that Court, and the Bombay Government, concerning the matter which she now humbly brings to the notice of your Honourable Court, all her endeavours to obtain justice for the past wrongs have hitherto been in vain; your memorialist therefore, as a last resource, brings her case before your honourable body, with the certain hope that this memorial will receive due attention from your Court, and that justice will be granted to one who has received treatment of the most unparalleled atrocity at the hands of wicked and unprincipled men.

2. Your memorialist will not enter into a full detail of all the indignity and sufferings to which she has been subjected. To relate the case minutely, would only lengthen out this memorial to a degree which would weary your Honourable Court in perusing the same.

3. Your memorialist is the widow of Bachurdass Samuldass, a soucar or banker of Baroda, and head of the well-known firm of Hurry Bhucktee of that city, and a grandson of Hurry Bhucktee. Your memorialist's husband died in 1845, leaving two widows; one named Maha Luxumee, and the other your memorialist. The said Maha Luxumee had, at the death of Bachurdass Samuldass, one son, aged four years; your memorialist had no child at the time, but three months after her husband's death gave birth to a posthumous infant, a son. When your memorialist's husband thought he was likely to die, he gave directions that the business of the firm should be carried on by a head gomashta or manager, with four assistant gomashtas under him. This business was to be thus carried on under the direction of the two widows, and, according to Hindoo law and custom, for the benefit of the said two widows, until the child of the one, and the expected child of the other, if a male infant, should be of an age to manage the affairs of the firm for themselves. The name of the head manager of the firm, in whose hands your memorialist's husband left it, was Baba Nafray. This person, whose name must often have appeared before your Honourable Court in connexion with Baroda matters, acted apparently the part of an honest man during the time your memorialist's husband was alive, and himself superintended the management of the firm; but it is entirely owing to Baba Nafray's roguery, as will be afterwards proved in this memorial, that your memorialist has been brought from being a happy mother in affluent circumstances, to be a childless woman, for many years in absolute poverty, positively without the means of ever seeking redress. Even now your memorialist has but her food and clothes given her in the house, where by rights she ought to be joint mistress of everything, whilst for five or six years her sole means of sustenance was the charity of her friends.

4. Your memorialist will be pardoned if she here brings to the notice of your Honourable Court the riches of the firm of Hurry Bhucktee at the period of her late husband's death. At this period, the money actually contained in the treasury of the firm amounted to 15 lacks of rupees, besides jewels to the value of 13 or 14 lacks of rupees, and good debts (or rather money in mercantile circulation) to the amount of 60 lacks of rupees. Besides this treasury, which was called the small treasury, there was a large treasury, which has never been opened since the death of Bachurdass Samuldass, or until your memorialist was obliged to remove herself from the house when oppressed by Baba Nafra; but the memorialist cannot say if Baba Nafra has treacherously opened the same thereafter. The sums which this latter treasury contain is not known, but from the circumstance of strict injunctions left by the memorialist's husband at the time of his death, that the large treasury may be opened by the consent and in the presence of his two wives, on an urgent want of the firm,

Memorial from Joetabhaee Setanee.

firm, which should be supplied by drawing about eight or ten lacks of rupees, and the amount so drawn be kept back when convenient, it is surmised that there was a very large stock of money in this treasury.

5. That all this wealth was left, as your memorialist has stated above, under the charge of Baba Nafray, the head gomashta and agent, who was to manage the affairs of the firm until the elder widow's child, and the expected child of your memorialist (if a son), should be of an age to take the management of the firm into their own hands.

6. That about three months after the death of her husband, your memorialist was confined of a male child.

7. That the fact of this infant being your memorialist's child was never doubted for an instant by any one for about 12 or 13 months. According to custom, a number of distinguished persons, amongst whom was his Highness the Guicowar, came to your memorialist's house and made presents to the child, consisting of ornaments and clothes; on this occasion return presents were, also according to custom, made to his Highness on the part of the child's parents, and the child was named Motelâll. A few days after this, the great sowcar Gopall Row Myral, of Baroda, called at the memorialist's house and contracted the marriage of her son with the daughter of his gomasta; and on the occasion of this betrothment certain ceremonies, usual among the tribe, having also been performed, according to the respectability of the family. The midwives who were present at the birth of the child are now alive, and were examined by Colonel Outram, the ex-Resident of Baroda, at the trial of Baba Nafray. All these witnesses bore testimony to the birth of the child. The truth of what your memorialist here advances can be easily ascertained by a reference to the Bombay Secretariate, where, no doubt, a record of the above trial has been kept.

8. That about 11 or 12 months after the birth of the child, your memorialist had a disagreement with Baba Nafray, the gomashta, or manager of the firm. This man wished, for purposes of his own, to open the large treasury, which your memorialist has mentioned above. To this step the elder widow, Maha Luxumee, agreed, but your memorialist (remembering that her late husband had enjoined that the larger treasury was never to be opened except in the event that the firm was in dire necessity and want, and knowing also that the smaller treasury had contained 15 lacs of rupees, which were as yet unaccounted for, not to mention the 60 lacs of rupees belonging to the firm which were in circulation) objected to the measure, and signified her objection to Baba Nafray. From this date your memorialist's troubles may be said to have commenced.

9. That shortly after the above difference with Baba Nafray, the latter began to circulate a story that your memorialist's child was not her own offspring; that it had been purchased for a sum of money from some villagers in Guzerat. Of this report your memorialist was for some time in ignorance, Baba Nafray remaining, as far as outward appearance went, her friend. Baba's wife about this time borrowed a large quantity of valuable jewels from your memorialist, which to this day have never been returned to her, under pretence that your memorialist was a widow, and as such did not require ornaments. These jewels and ornaments, which were personal property, and borrowed privately by Baba Nafray's wife, were, instead of being returned to the owner, said by Baba Nafray to have been placed in the treasury of the firm. Your memorialist, however, has only Baba's word for the truth of this, for she has never been able to ascertain whether the jewels were placed there or not. Baba Nafray's object in taking away these jewels must be obvious to your Honourable Court. He had already began to plan her destruction; but before fully and openly declaring himself her enemy, it was necessary for the perfection of his own plans that Baba Nafray should leave your memorialist without any jewels, or other private resource. Had these jewels been left with your memorialist, she would have been able, by the sale of these ornaments, to have placed herself in funds, to go where she liked, and obtain the means of defending herself against her enemies.

10. That shortly after the above circumstances, some villagers from the neighbourhood of Baroda came to that city, being paid by Baba Nafray for the same.

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same. These men first came to the house of your memorialist, and demanded back a child which they declared your memorialist had taken from them some months before, on condition that she (your memorialist) was to pay the parents and relations of the child the sum of 10,000 rupees, but that the latter part of this contract had not been fulfilled by your memorialist. Your memorialist's child was, upon the day when these villagers came to her house, at the residence of its grandfather, the parent of your memorialist; upon learning which these men took their departure for the said house, and then demanded the child again. Their request was, of course, not complied with; but Baba Nafray pretended to believe their story, and at once set a guard over the infant at the house of its grandfather, not allowing it again to come near your memorialist, its own mother.

11. That shortly after the above event taking place, your memorialist's child was forcibly removed altogether from its grandfather's house by Baba Nafray, and sent to a village some little distance from Baroda. Into the details of these facts your memorialist need not enter, as they have, no doubt, previously come before your Honourable Court in the papers connected with Baba Nafray's trial and conviction by Colonel Outram, the late Resident at Baroda. In the documents referred to will be found a full confirmation of all your memorialist has here advanced.

12. That after your memorialist's child was taken away by order of Baba Nafray, it is supposed that the infant was killed. Of this no certain evidence has yet been adduced, although in the trial above referred to there is but too much testimony given that the atrocious scoundrel, Baba Nafray, thus accomplished his wicked designs.

13. That your Honourable Court may ask what reason Baba Nafray could have in destroying or making away with a child like that of your memorialist's, which was only a few months old, and had never hurt a living creature? The answer to this question would be:

14. That Baba Nafray had, at the period when he first disagreed with your memorialist about opening the larger treasury, as detailed above, persuaded the elder widow of your memorialist's late husband, that in the event of the child of your memorialist being put aside, or declared not to be the offspring of your memorialist, the child of the said elder widow, Maha Luxumee, would be the sole heir of all the enormous wealth left by your memorialist's late husband. The elder widow was, and is, a woman easy to be convinced by any one. This Baba Nafray knew well, and wished to have this person and her child in his power, in which case he would become, in point of fact, the proprietor of the banking-house of Hurry Bhucktee; for, with merely a weak-minded woman and a young child to control his actions, this man would have done what he liked with the funds of the house. So long as your memorialist continued or seemed to acquiesce in all that Baba Nafray did as manager of the house of Hurry Bucktie, all matters went smooth enough; but no sooner did she dispute the wisdom or propriety of opening the larger treasury of the house, than Baba became her determined enemy. He saw that so long as your memorialist had any influence or power in the firm, he would not be allowed to do as he liked, and therefore that the sooner your memorialist was deprived of her rights as a widow of the late Bachurdass Samuldass, the sooner would he, Baba Nafray, obtain the desired end. This will account to your Honourable Court for the reasons which this man had for acting as he did towards your memorialist, and for endeavouring to put her child out of the way.

15. That when the above circumstances took place, your memorialist naturally looked about for one of her own sex in whom she could place confidence, and who might have influence in obtaining justice for a mother deprived of her child. The most natural person to apply to was the wife of his Highness the Guicowar. This your memorialist did by means of her own mother, Ludbaye. Your memorialist was at this time under restraint, being confined to her own house by order of Baba Nafray; but her mother, the above mentioned Ludbaye, went and detailed the whole circumstances of the infamous accusations and child stealing (as perpetrated by Baba Nafray) to Geerjabaee, the younger wife of his Highness the Guicowar. This lady, for a time moved with pity, brought the whole case before her husband, but in reply was simply told that the

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Guicowar would not, and that she, his Highness's wife, should not interfere in the matter.

16. That when this circumstance is known, it will be apparent to your Honourable Court, that his Highness, to say the very least, connived at the treatment which your memorialist experienced from Baba Nafray.

17. That the said Baba Nafray not only confined your memorialist, but fearing lest her mother should interfere and complain to the British Resident, he wished to place the latter lady in confinement also. He placed a guard of sepoys around the house of your memorialist's father, and confined both her parents to the premises. Your memorialist's mother managed to escape and obtain an interview with the wife of the Guicowar, as detailed above. This proving fruitless, she was afraid to return to her own house, but went to a friend, and requested him to afford her protection for a few days. This the said friend would not do, as he said he feared bringing down on his own head the vengeance of Baba Nafray; of Nursopunt, the native agent; and of his Highness the Guicowar. The reasons given by this man for not giving protection to your memorialist's mother, together with the fact that the guards placed round your memorialist's house, and around the dwelling of her parents, being all troops of his Highness the Guicowar, must prove to your Honourable Court that his Highness and the native agent, Nursopunt, were both accomplices of Baba Nafray.

18. That the man to whom your memorialist's mother applied for protection, at last agreed to afford her a place to hide in, provided she paid him with some very valuable jewels which were on her person. This she agreed to do, and gave the man her jewels, worth about 8,000 rupees. The object which this lady had then in view was to obtain redress from the British Residency, as she knew that the house of Hurry Bhucktie was under the guarantee of the British Government. She accordingly despatched a messenger to the Residency, stating her case to the native agent, Nursopunt, a man whose name must be well known to your Honourable Court. The only answer your memorialist received was, that if she sought the protection of the British Residency, she should be again imprisoned and delivered over to the Guicowar. Upon this, your memorialist's mother, after a few days, escaped from her place of concealment; and after hiding for a few days in a village near Baroda (where she has also given some valuable presents in order to remain concealed), but belonging to the British Government, she fled down to Bombay, in the hopes that by petitioning the Governor in Council she might obtain justice for your memorialist.

19. That when the circumstance of your memorialist's mother having thus escaped to Bombay became known to Baba Nafray, the latter despatched an agent, Bhana Tricum by name, for the purpose of thwarting the ends which the above lady had in view. This man was furnished with bills of exchange to a large amount, for the purpose of defeating the objects of your memorialist's mother. These bills of exchange were found debited in the accounts of the house of Hurry Bucktie, by Colonel Outram, when that officer tried Baba Nafray.

20. That your memorialist's mother met in Bombay with a few friends of her husband. These persons supplied her with funds, which enabled her to petition the Bombay Government, and also the Acting Resident at Baroda, Mr. Andrews, on the subject of her daughter's wrongs. When Baba Nafray heard of the progress which your memorialist's mother was making in Bombay, he, through the advice of Nursoo Punt, having drawn hoondees to a great extent, sent Jeoteshwur Nagur on a mission to Bombay, for the purpose of gaining over to his side some influential public officers. The account books and papers relating to this transaction were seen by Colonel Outram, at the time of the investigation regarding Nursoo Punt, of which matter he may have informed the Bombay Government and your Honourable Court, whereby your memorialist's statement will be found correct.

21. That about this time Colonel Outram was nominated to the post of Resident at Baroda. Your memorialist's father petitioned that officer regarding the confinement in which himself and his daughter were kept, and also regarding the child which had been forced away from his daughter. Upon this, Colonel Outram gave orders that the guard which surrounded the house of your memorialist

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memorialist should be withdrawn. This being done, and your memorialist's father being thus set at liberty, he proceeded to the Residency, and there laid his complaint in full at the feet of the British representative. The Resident then wrote to the Guicowar, requesting to know why your memorialist was kept in close confinement in her own house. The answer to this was to the effect that your memorialist was merely confined to her house, but was not kept in close confinement. Your memorialist's father, however, insisted upon the truth of his story; and the consequence was that Colonel Outram despatched a clerk of the Residency to see and report in what manner your memorialist was confined. This person returned to the Residency, and reported to the Colonel that your memorialist was confined in a narrow dark room, with iron bars to the windows. Upon this the Resident remonstrated strongly with the Guicowar, both on account of the deception that had been practised, and also of the tyranny shown your memorialist. Colonel Outram, moreover, requested that your memorialist should be forthwith set at liberty.

22. That the Resident's request was so far complied with as to have your memorialist moved into a large room without bars to the windows. Nevertheless your memorialist did not receive her liberty, nor was she in any way permitted to leave her own apartments. Upon the above being made known to your memorialist's father, he again represented the matter to Colonel Outram; the latter desired his petitioner to put the affair in the hands of a vakeel, to conduct his case, and to draw out the necessary papers relative to your memorialist's case. Your memorialist's father tried to obtain the assistance of a vakeel amongst the persons of that profession at Baroda; but as it was well known that his Highness the Guicowar was interested against your memorialist, not a single vakeel would give his services. They all knew too well that any one who did so would be an object of persecution to the Guicowar and his Durbar. Your memorialist had then to incur large expenses, by sending to Bombay to engage a vakeel, which she did after considerable trouble and a large outlay of money.

23. That about this time, your memorialist's mother, being in Bombay, and having there petitioned the local government regarding the grievances of her daughter, as before stated, the Bombay Government referred the case to the British Resident at Baroda. This officer requested his Highness the Guicowar to investigate the matter; and the latter named three persons, Gopallrow Myrall, Meer Surfraz Ali, and Bapoo Shastrie, to act as judges in the case. The above-named were all three of them friends of Baba Nafray's, and consequently proceeded in their inquiries exactly as that individual wished. The first step they took in this matter was to require that your memorialist's mother might be sent for from Bombay, and ordered to return to Baroda. The reason they gave for this resolution was that they required to take the evidence of that lady; but the true reason was that they feared lest she being in Bombay free and at liberty to petition the Government, might not disclose some of the dishonest dealings of the Baroda Government with regard to the manner in which your memorialist had been confined, and her child taken from her, by a man whose only desire was to enrich himself with her property, and bribe the Barodah Government, &c., out of that same property to wink at his proceedings.

24. That upon the representation being made by the Guicowar to the British Resident, that your memorialist's mother should be sent for from Bombay, Colonel Outram wrote to that effect to the Presidency, and your memorialist's mother was accordingly desired to proceed at once to Baroda. This she did, although suffering at the time from very severe illness; when she arrived at Baroda, being still very unwell, your memorialist's mother sent a request to the British Resident, requesting that her daughter (your memorialist) might be allowed to visit her. Thereupon Colonel Outram sent a message to the Guicowar, saying that as the lady was sick, her daughter should be allowed to visit her. This remonstrance on the part of the British Resident was replied to by a message from his Highness, to the effect that the lady was only pretending to be ill. Upon this, Colonel Outram ordered the Residency surgeon and a carkoon to proceed to the house of your memorialist's mother, and find out whether she was really ill or not. This was done, and the doctor reported that the lady was very unwell. A second message was then sent to the Guicowar by the Resident, desiring that the mother might be allowed to visit her daughter.

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This second message was paid no attention to: upon which Colonel Outram sent a third time a peremptory order that your memorialist should be allowed to visit her mother; and, at the same time, desired that some peons, belonging to the Residency, should go and see that his orders were carried into effect. The peons came to your memorialist's house at 10 o'clock in the morning, but it was not until five o'clock in the afternoon that your memorialist was allowed by Baba Nafray's people to leave her residence, and then she was guarded by peons of Baba Nafray's and of the Guicowar's, besides a couple of the Guicowar's armed messengers. In this manner your memorialist was conducted from her house to the residence of her mother, and when she arrived there was not allowed to speak a word to her parent, save in the presence of Baba Nafray's people, with armed sepoys in the room, and actually standing between your memorialist and her mother, as well as at the door of the apartment, where they met. After remaining about two hours with her mother, your memorialist was pressed by her guard to leave the house and return to her own residence: this she refused to do, and remained at her mother's house for the present. When your memorialist declined to return to her own house, and declared that her mother was too ill to be left without her daughter, the language which the peons used towards both these ladies was such as cannot be repeated here; nor, indeed, could any respectable person, far less a woman, pollute their lips by uttering the words with which these servants of the Guicowar and Baba Nafray sought to insult two native ladies of rank and station, whose customs and habits forbade, as your Honourable Court knows well, that any man, save only a husband or a brother, can ever enter the apartments set aside for the use of the females of a family. But in this case, not only was a sick mother prevented from talking to her child, but the apartments of the women was violated by the peons, and armed men, who uttered their filthy sayings without the slightest regard to the sex of their hearers, or of the place they were defiling by their very presence. Your memorialist, however, persisted in remaining with her mother, and did so for some months, notwithstanding the daily and almost hourly insults which she continued to receive from these creatures of the Guicowar's and of Baba Nafray's.

25. That notwithstanding the illness of your memorialist's mother, as above stated, the Guicowar sent a message to the Resident requesting that the sick lady might be sent to the public Durbar at Baroda, there to give her deposition. This his Highness did, knowing full well that it is the custom all over India, when a female of respectability is required to make a deposition, that she should do so before two or three persons sent to her house for that especial purpose. Upon this, the British Resident wrote to his Highness the Guicowar, and stated the objections that existed towards examining your memorialist's mother in the manner proposed. Several letters passed to and from the Baroda Durbar and the British Residency, until at last it was decided that two persons in the employment of the Guicowar, Trimbuck Shastree and Mahdoo Lall Gungadur, should proceed to the house of your memorialist's mother, and there take her deposition: this was accordingly done.

26. That when the two persons mentioned above arrived at the house of your memorialist's mother, and perceived the latter with her husband, her daughter, and her vakeel, assembled in the same apartment, they objected to taking the deposition before these others, and desired that the same might be done in the presence of no witness. Upon this your memorialist and her father both left the room, but the vakeel remained. The above two servants of the Guicowar's objected to the presence of the vakeel, and desired that he too should be ordered to leave the room. To this your memorialist's mother objected, declaring that she, a sick woman, could not give her deposition properly without a witness being present. Upon this, both Trimbuck Shastree and Madoo Lall Gungadur took their departure, and falsely told his Highness the Guicowar that your memorialist's mother could not be induced to give her deposition. This misrepresentation was reported by the Baroda Durbar to the Resident, who thereupon declared that unless your memorialist's mother at once gave her deposition, he would no longer interfere in her case.

27. That notice of the Resident, as well as the notion he had formed, regarding the case of your memorialist's mother, was entirely owing to the misrepresentation made by the two persons whom the Guicowar had sent to take

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take down the deposition as aforesaid. Your memorialist's mother never said that she would not give her deposition; all she required was, that at least one witness, who was not an enemy of hers, should be allowed to remain in the room, so as to see whether she had justice done her, and whether her words were taken down rightly. This explanation your memorialist sent through her vakeel to the Resident; but that officer, having been misinformed and misled by the native agent, Nursoo Punt, refused to receive the same; and said that unless her mother gave her deposition as required, he (the Resident) would not listen to any representation. Upon this the two agents of the Guicowar came again to the house of your memorialist's mother, and the latter was induced to make her deposition without any friendly witness being present. Whether these men wrote down what your memorialist's mother actually said, or whether they put in words and sentiments to serve their own ends, it is impossible for either your memorialist or her mother to say.

28. That after your memorialist's mother's deposition had been taken as above, justice might then have been obtained for your memorialist, had his Highness the Guicowar been so inclined; but such was not the case. The Guicowar wished that Baba Nafray should gain paramount authority in the banking house of Hurree Bhucktee. The said Baba Nafray was the friend and relation of Nursoo Punt, the native agent at the British Residency; and thus, by these men playing into each others hands, was your memorialist kept out of her rights; and will, unless your Honourable Court take pity upon her and inquire into her case, have to live on in hopeless penury, and childless, to sink into the grave the victim of treachery, such as has been seldom heard of even in the native states of India.

29. That after the deposition of your memorialist's mother was taken, as before stated, the Guicowar began to throw every obstacle in the way of your memorialist employing the vakeel, who, at a great expense, she had induced to come up from Bombay. His Highness's efforts were seconded by Nursoo Punt, the native agent at the Residency, who represented to Colonel Outram, then Resident, that the employment of a vakeel who had been accustomed to plead in the Honourable Company's Court of Sudder Adawlut at Bombay would only delay matters, and hinder the Durbar from arriving at a just conclusion. Thus was your memorialist first prevented, by the well known hostility of the Guicowar to her cause, from employing any vakeel belonging to Baroda, for, as has been observed above, no vakeel belonging to that city would undertake the defence of her cause, knowing that they would thereby incur the displeasure of the Guicowar; and when your memorialist obtained an adviser from Bombay, this was also objected to, for the reason given above.

30. That under various pretexts, Colonel Outram was put off whenever he asked any questions as to how the inquiry into your memorialist's case was getting on, until the Colonel was obliged, through sickness, to leave Baroda, and finally to proceed to Egypt.

31. That shortly after Colonel Outram left Baroda, your memorialist petitioned Lieutenant Battye, then in charge of the Residency, and requested that officer would take some steps towards forwarding her views with the Durbar; this, so your memorialist was informed, Lieutenant Battye did, but without any result.

32. That shortly after this time, Captain French arrived at Baroda, and took charge of the Residency. Your memorialist petitioned this officer that the guards which kept watch round her house should be removed, and that she should be allowed money out of the Treasury left by her late husband to pay her expenses. Upon this, Captain French interfered on your memorialist's behalf, so far as to cause the removal of Baba Nafray's guards, but those belonging to the Guicowar's Government were still kept there, and amongst them were persons who offered your memorialist the grossest insults, whenever they found an opportunity for so doing. The money requested for was not allowed to be given to your memorialist.

33. That your memorialist was, moreover, informed by the Acting Resident that her case was pending before the Durbar of his Highness, and that it would be finished in the course of a few days; but that it was advisable for each party in the dispute to name two arbitrators by whom the case might be decided, and that

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that it would be well for your memorialist to name the two parties whom she wished to arbitrate for her at once.

34. That your memorialist expressed her objection to this mode of settling her case; this was no common dispute about an inheritance, or no case for civil judicature. Your memorialist's child had been forcibly taken from her; had been probably murdered; what the mother sought, had sought, and now seeks from your Honourable Court was justice against her oppressor, a full inquiry into what had become of her child, and in the event of its being no more, liberty to adopt the child of some kinsman in order to replace the child which was lost. What your memorialist desired was, that the British Resident should investigate the case, as she well knew that her poverty stood no chance of success when her opponent was Baba Nafray, whose ill-gotten gains were used to bribe every one, right and left; in point of fact, the riches left by your memorialist's husband were used by his agent to procure injustice towards the widow of the former.

35. That nevertheless your memorialist agreed to the suggestion of the Acting Resident, as she saw no other chance of her case ever being even inquired into, far less settled. Your memorialist, therefore, sent a petition to the Acting Resident, and declared herself willing to nominate her two arbitrators, so soon as the names of Baba Nafray's arbitrators were made known unto her. To this petition your memorialist received no answer for some time; when she did so it was to the effect that the Bombay Government would not interfere in her case, which must be left entirely to his Highness and the Baroda Durbur to settle.

36. That your memorialist cannot help bringing to the notice of your Honourable Court that her late husband and all his family were under the protection of the British Government, and that she is therefore at a loss to conjecture why so singular an answer should be returned by the Bombay Government in her case; and the only reason she sees for it was, that her enemy, Baba Nafray, through the native agent, Nursoo Punt, his relation and intimate friend, misled Captain French, the Acting Resident, in this matter.

37. That after receipt of the above answer, your memorialist's mother again proceeded to Bombay for the purpose of petitioning the local Government in her daughter's behalf; and shortly after this, your memorialist, being afraid that if she returned to her own house she would again be imprisoned and insulted as formerly, also proceeded to the Presidency and joined her mother. At this time his Highness the Guicowar had also proceeded to Bombay and the Deccan, the Baroda States being left in charge of Bhow Tambekur and Sumbooram Kooshall, who were both friends of Baba Nafray's. As soon as it was known that your memorialist had left Baroda, these men despatched horsemen and others in order to bring your memorialist back: these she was enabled to escape from, and managed to escape from the Baroda States, and to reach Bombay in safety.

38. That about this time three gomashtas who, your memorialist has reason to believe, had helped Baba Nafray to carry off her child, were cast into prison by the said Baba; he using his influence with Bhow Tambekur to have these men kept in close confinement, as being too much in his secrets.

39. That in this assertion your memorialist does not speak upon hearsay, neither is she without the power to prove what she has advanced above, as she will presently show, and, she trusts, most entirely to the satisfaction of your Honourable Court.

40. That about this time the Resident at Baroda, Colonel Outram, returned from Egypt, and resumed his functions at the Residency. This was one great advantage for persons who, like your memorialist, were seeking for justice at the hands of the British Government. But another circumstance happened about this time, which also was a cause of congratulation to all who were situated like your memorialist; this was, that Nursoo Punt, the native agent at the Baroda Residency, was appointed to another situation, that of dufturdar at Ahmedabad, and owing to this latter circumstance, the former difficulties which beset every one who sought for justice at the British Residency were greatly diminished.

41. That your memorialist would draw the attention of your Honourable Court to the fact that she has not either here or elsewhere spoken of Nursoo Punt worse than that man deserves; whilst this memorial is in the course of

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preparation Nursoo Punt has been publicly proclaimed by the Bombay Government as dismissed from their employment on account of his various misdeeds, and as incapable of ever serving the British Government again.

42. That after Colonel Outram arrived in Baroda, the gomashtas to whom your petitioner has alluded to above, represented to Colonel Outram how unjustly they had been treated by Baba Nafray. This first opened the eyes of the Resident to what was going on with regard to your memorialist, and Colonel Outram at once requested his Highness the Guicowar to place Baba Nafray in close confinement until these matters could be investigated; he, Baba Nafray, was thereupon confined by the Guicowar something like a state prisoner, and in his own house.

43. That upon Maha Luxumee, the elder widow of your memorialist's husband, hearing what step Colonel Outram had taken, immediately sent a message to say that unless Baba Nafray was released from confinement she would proceed to Bombay, first closing the banking firm of Hurry Bucktee, and then reporting to the Bombay Government that Colonel Outram's doings had obliged her to act in this manner.

44. That when Colonel Outram received the above message he intimated to the Guicowar that the banking firm of Hurry Bucktee was protected by the guarantee of the British Government, and that the said Government would hold his Highness responsible for any irregularity or mismanagement in the affairs of the said firm.

45. That upon receiving this intimation from Colonel Outram, his Highness appointed a person called Peetamber to be managing gomasta of the firm of Hurry Bhucktee, but the Durbar gave this man strict injunctions that not a single rupee was to be issued from the treasury of the firm at the direction of your memorialist. Moreover, Bhow Tambakur threatened this new gomasta, that should he, on the return of your memorialist from Bombay, hold any communication with her, it would be at the risk of meeting with imprisonment and other harsh treatment from the Baroda Durbar.

46. That about this time Baba Nafray, in order to procure his release from prison, offered a bribe of 15,000 rupees to the native agent at Baroda, Soorujram, successor to Nursoo Punt, the person mentioned above. Soorujram, however, brought both the money and the bearer of it before the Resident, and the above money is now in the treasury of the British Residency at Baroda. Of this fact your Honourable Court may test the truth, either by a reference to the reports in the Bombay Secretariate, or by questioning Colonel Outram now in England.

47. That no sooner was the Resident satisfied that Baba Nafray had subjected himself to the gravest suspicions concerning the manner in which he had acted towards your memorialist, than he caused a strict inquiry to be made in all that regarded the matter, and entirely satisfied himself concerning the truth of what your memorialist had complained of, as also of the treachery and cruelty which Baba Nafray, Nursoo Punt, and Bhow Tambakur, the minister of the Guicowar, had used towards your memorialist.

48. That your memorialist has good reason to believe that the substance of what she has stated above was communicated to the Bombay Government by the late Resident at Baroda, Colonel Outram.

49. That shortly after the late Resident had inquired into the above matter, your memorialist, being then at the Presidency, received instructions from Colonel Outram, communicated through the Bombay Government, to proceed to Baroda, an injunction which she immediately obeyed.

50. On the arrival of your memorialist at Baroda, Colonel Outram proceeded at once to satisfy himself regarding one portion of the infamous charges brought against your memorialist by Baba Nafray, namely, that she had never given birth to a child, but had procured an infant which was not her own, and had endeavoured to pass it off as the lawful posthumous child of her late husband.

51. Your memorialist was then required by Colonel Outram to proceed to the Residency; this she did, and was there examined by English doctors and also by a committee

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a committee of matrons; amongst the latter were some English ladies and other females experienced in these matters.

52. One and all of the above persons declared that your memorialist had been pregnant, and had brought forth a child at some former period.

53. A communication regarding the results of this last inquiry was made by Colonel Outram to his Highness the Guicowar, who then invited your memorialist to the apartments of his ladies, where she was invested with a costly dress of honour, the Guicowar pretending to believe that he considered her a greatly and much injured person.

54. This dress of honour your memorialist received, thinking that by refusing it she might annoy Colonel Outram, the only man from whom she had ever obtained the shadow of justice, or even a fair inquiry into her wrongs

55. But your memorialist never for an instant contemplated that the above gift was intended as a recompense for the persecutions she had endured, or for the outrages which had been committed by Baba Nafray and others with regard to her property, her child, and her good name.

56. Before obtaining even this slight redress, your memorialist had undergone a persecution of five years; her child had been forcibly carried off, and, in all probability, murdered, whilst she had been subjected to insults such as the poorest Hindoo woman would not have submitted to.

57. But, in addition to these injuries, your memorialist had been unlawfully kept out of the property to which, as widow of the late Beecherdass Samuldass, she had an undoubted right. For five years your memorialist had been subsisting upon the money lent her by varous persons, and these sums, together with what she had spent in endeavouring to procure her own rights, in travelling to Bombay with her retinue, in attempting to procure legal advice, and with the interest upon money lent, had, by the time your memorialist returned to Baroda, involved her in debts to the amount of 75,000 rupees.

58. After the proceedings of the above inquiry were finished, and Colonel Outram had forwarded them to the Guicowar, his Highness wished to institute another inquiry, which was to be conducted by people of his own, through whom, with the help of false witnesses, the Guicowar, no doubt, hoped to procure a reversion of the Resident's sentence upon Baba Nafray.

59. Upon this determination of the Guicowar's being brought to Colonel Outram's notice, he intimated to his Highness that no second trial of Baba Nafray was either required or at all expected, and that all the Guicowar was expected to do was to pronounce sentence upon Baba Nafray for the crime of which Colonel Outram had found him guilty.

60. Your Honourable Court will scarcely believe that for all the crime detailed in this memorial, for ruining your memorialist with regard to her property, for murdering, or, at any rate, making away with her child, and for the gross breach of trust with regard to the property of his late master, this man, Baba Nafray, was only sentenced to an imprisonment for seven years, and to pay a fine of 15,000 rupees.

61. With regard to the punishment inflicted on Baba Nafray, your memorialist may be permitted to remark that his imprisonment at Baroda has been, and is now, by the connivance of the Guicowar's Government, purely nominal. Baba Nafray is allowed to reside in a most comfortable dwelling; his family have access to him at all times; and, except when visited by some person whom the authorities fear might mention the circumstance to the British Resident, Baba Nafray is not even in chains. In short, since the departure of Colonel Outram from Baroda, every leniency and every consideration has been shown the Baba by the servants of the Guicowar, and there is good reason to believe that Baba Nafray is allowed at certain times to visit his own residence.

62. With regard to the fine imposed upon Baba Nafray, let your Honourable Court compare the sum of 15,000 rupees with the least amount which he is convicted of having taken from the treasury of the firm of Hurree Bucktee.

63. Let your Honourable Court compare the position of your memorialist with

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with that of her persecutor; she has now endured a persecution of upwards of seven years; she has been deprived of her child by force, and her rightful share in the property of her late husband has been taken from her. In endeavouring to obtain justice, she has incurred a debt of 75,000 rupees, and is now treated like a stranger in the house to which she has an equal right together with the elder widow of her late husband. Food, clothing, and house-room is all that is given to your memorialist in the house of her late husband, and even in these matters she is treated like a pensioned menial instead of as the widow of one of the richest soucars in India.

64. These latter facts your memorialist brought to the notice of Colonel Outram, who, in answer, informed her that the grievances of her case had been laid before the Government of Bombay.

65. Upon a second representation to the Resident, and upon your memorialist declaring to him that her debts, which she had incurred during her five years of persecution, ought to be forthwith settled, Colonel Outram wrote to the Guicowar desiring that the required sum should be paid to your memorialist from the treasury of her late husband's firm.

66. To this the Guicowar would not agree, but desired that a detailed account of your memorialist's debts, together with a list of the persons who had furnished her with money during her troubles, should be forthwith sent to the Durbar.

67. To this proposition it was impossible that your memorialist could agree, and this his Highness as well as his minister, Bhow Tambakur; knew full well. To give up the names of those who had assisted your memorialist when she was persecuted by Baba Nafray, the protégé of the Guicowar and the friend of Bhow Tambakur, would have been tantamount to injuring these persons in every possible way. Those who befriended your memorialist were and are considered the enemies of his Highness; and had their names been given in as having assisted your memorialist with funds, their property and even their lives would have been endangered.

68. One of your memorialist's chief creditors was and is her own parents, who had sold jewels to a very considerable amount in order to help your memorialist in procuring justice, and also in journeying to and from Bombay for this purpose.

69. Your memorialist therefore submits that she could not, and cannot, in justice to those who advanced her funds when she was in trouble, publish to the world the names of these persons. To do so would be to subject others in a great measure to the same persecutions which your memorialist has herself undergone.

70. Whilst the question relating to the circumstances detailed in paragraphs 63 to 69 were still pending the decision of the Resident at Baroda, and the reference made to the Bombay Government (as mentioned in paragraph 64), Colonel Outram left Baroda for Bombay. Shortly after his departure, it became known at Baroda that the Colonel had been dismissed by Government from the situation he held as Resident of Baroda; and at Baroda it was publicly reported that the influence of Bhow Tambekur was the cause of the Colonel being dismissed.

71. This report your memorialist knew well was false, but by many people in Baroda it was believed, and made people the more afraid to help your memorialist against the well-known wishes of the minister, who was the friend and protector of Baba Nafray, your memorialist's bitter enemy.

72. Another report was rife about this time in Baroda, namely, that Colonel Outram had been dismissed from his situation, because he annoyed Bhow Tambekur by protecting your memorialist, and, by seeing justice done her. It is needless to say how these stories grieved your memorialist, and how they injured her cause in every way. By her friends your memorialist was looked upon as having been the cause of Colonel Outram's disgrace, whilst her enemies thought that she had not now the slightest chance of ever gaining her cause, as the minister of his Highness gave out publicly that a British officer had been ruined whilst endeavouring to obtain justice for her.

73. Shortly after this, the Bombay Government replied to Colonel Outram's report in the matter of your memorialist's affairs. The letter was addressed to Mr. Davies, the new Resident. Upon the receipt of the same, the last-named gentleman communicated with his Highness the Guicowar's Government, to the effect that money to pay her just debts should be allowed to your memorialist, from the funds of her late husband's estate.

74. To this the Baroda Government would not agree; saying that unless a detailed account of her debts, together with the names of the parties to whom the money is due, was sent in, that no larger a sum than 10,000 rupees could be paid to your memorialist.

75. The above answer was communicated to your memorialist by Mr. Davies, but for reasons before given it was impossible for her to furnish the names of those who had helped her in her difficulties; and as her debts amounted to about 75,000 rupees, it would have been injudicious of her as well as unjust to her creditors to accept of the sum offered. Your memorialist therefore respectfully declined the offer that was made her through the British Resident.

76. When your memorialist's answer became known to the minister, Bhowo Tambekur, that person accused her of endeavouring to ruin the firm of Hurry Bucktee, by making most exorbitant demands upon its funds, and this in spite of every care which he (the Bhawo) had taken to preserve and promote the opulency of the firm.

77. Your Honourable Court will not fail to perceive that these accusations could only have been made by Bhawo Tambekur, in order to screen his own guilt. Your memorialist already has shown how Baba Nafray plundered, swindled, and ruined your memorialist, and how he was protected and upheld in his wicked proceedings by Nursoo Punt, the agent of the British Government, as well as by Bhowo Tambekur, the minister of the Guicowar. These two persons, each playing into one another's hands, and each receiving a share of the money which Baba Nafray took by thousands of rupees from the treasury of Hurree Bucktee, as payment for the manner in which they connived at his iniquities, were powerful enough to ruin any person; and they most effectually accomplished their ends towards your memorialist.

78. The annual personal expenditure of the persons connected with the firm of Hurree Bucktee is about two lacs of rupees; and last year the elder widow of your memorialist's husband was allowed an additional two lacs to expend on the marriage of her son; and yet your memorialist is refused 75,000 rupees, which she demands as her just right, as the sum she had borrowed in order to live, and in endeavouring to obtain justice during a period of five years.

79. Your memorialist, then, earnestly entreats your Honourable Court that she may be allowed, out of the treasury of the firm of Hurry Bucktee, the sum of 75,000 rupees, which she hopes and trusts this memorial shows has been expended by her during the period when she was suffering from the persecutions of bad men. This is the first item of the prayer which your memorialist desires to present to your Honourable Court.

80. But although the first, the former is not the most important desire which your memorialist has.

81. From what has gone before, your Honourable Court must have perceived how your memorialist was deprived of her child, which she now believes to have been murdered by the agents of Baba Nafray. This child was, no doubt, taken from your memorialist, in order that the latter might thus lose all right to claim a portion of her late husband's property, and in order to make the elder widow sole possessor of the same. For these and other reasons, your memorialist prays that she may be allowed to adopt as her own a child belonging to her own family and caste, and that she, as widow of the late Beecherdass Samuldass, may be restored to her legitimate position both with the family of her late husband, and as to her share in the wealth of the firm.

82. A case very similar to that of your memorialist took place in the province of Rewa Caunta some years ago, a narrative of which your Honourable Court will perhaps excuse your memorialist for introducing here.

83. In the above province there is a small town called Sanore, which belonged to a rana called Some Singh, a Rajpote thacore. This man had three wives, one of whom gave birth to a male child. The brother of this rana, by name Doorjun Bawa, misrepresented the case to Mr. Arthur Malet, who was then Political Agent in Rewa Caunta, and declared to this gentleman that the child was not the offspring of the rana, but that it had been procured from some indigent persons, in order to keep the informant out of his property when the elder brother died.

84. Mr. Arthur Malet investigated the matter thus brought before him, and decided that the child was the legitimate son of Somesingh.

85. Very few years after Mr. Malet's decision, the Rana Somesingh died, and his son inherited the state as Mr. Malet's decree had settled.

86. Not content with the Political Agent's decision, Doorjun Bawa caused the boy to be poisoned by a servant, and accompanied by an armed band of 400 or 500 men, he took possession of the property without consulting the British authority, thus making himself the lawful heir of the territory.

87. The painful account mentioned in the preceding para. was made known to the native agent at Rewah Caunta, when on leave at Baroda, by a person sent thither by Somesingh's wife. The former immediately communicated the information he had received to Mr. Remington (who had in the meantime succeeded Mr. Malet as Political Agent in Rewa Caunta, and who was at the time in the purgannah); and having investigated the matter without delay, that gentleman found that it was proved that Somesing's brother had poisoned the Rana's son, which circumstance he communicated forthwith to the Bombay Government, and forwarded his proceedings therewith of the inquiry which he had made.

88. In consequence whereof the murderer, Doorjun Bawa, and his accomplices were transported for life; and the former's son (Somesing's nephew) was at the same time deprived of his inheritance to the estate. The Government of Bombay also ordered that the widow of Some Sing should adopt a son (who was a very distant relation of Some Sing) and that the estate should be made over to his possession, in whose hands the same now remains, which arrangement your memorialist has been informed received the sanction of your Honourable Court.

89. That when the widow of Some Sing applied for justice, it was her good fortune to do so at a time when the above-mentioned native agent, an honest man ever to be found amongst natives, was doing business under Mr. Remington. Had your memorialist been equally fortunate, she would never have been obliged to petition your Honourable Court as she is now doing. At the period when all her persecutions took place the native agent at the Baroda Residency was Nursoo Punt, a man who has lately been proclaimed as unfit to serve the British Government, and whose infamous character must be well known to your Honourable Court.

90. And now, in conclusion, your memorialist would wish to impress upon your Honourable Court how she, the widow of a wealthy soucar, who enjoyed the British guarantee, has been rendered childless, robbed, defamed, and made a beggar by the machinations of men whose sole aim was to possess themselves of the property of her late husband. An examination of the books of the firm of Hurree Bucktee will show that very large sums have been debited to what is therein called, in Guzerattee language, "Litty Khatta," a term which cannot be properly translated into English, but which every one conversant with soucars' books in Guzerat knows, is simply a sort of mysterious way of putting down sums of money which have been expended in bribery, or any other manner which is not deemed creditable. Colonel Outram discovered many memoranda and details connected with the "rough accounts" of Hurree Bhucktee amongst the papers belonging to Baba Nafra, which having been compared with the original chopdas (account-books) were found to agree therewith; and thereby, the sums which had been given away for bribes were already proved; this matter your Honourable Court will probably be acquainted with from the reports of Colonel Outram and Mr. Frere, the Commissioner.

91. Under this head alone, several lacs of rupees were debited to the firm of Hurree Bhucktee, whilst Baba Nafray was manager of the estate.

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92. Whilst this memorial was in preparation, orders seem to have been received at Baroda, from the Bombay Government, to pay your memorialist the full amount of her claims, 75,000 rupees, in order that she may discharge the debts which she was obliged to contract during the five years of her persecution.

93. Bhow Tambakur, the minister of his Highness the Guicowar, is, however, throwing every possible obstacle in the way, and is endeavouring to induce your memorialist to sign certain papers or documents (called kullum bundu), which would materially injure her interest, inasmuch as the authority of the Guicowar Sirkar and Bhow Tambekur, would be established against the firm of Hurree Bhucktee, and your memorialist's claims completely upset.

94. To this proposition your memorialist cannot agree, knowing that Bhawoo Tambekur, as the friend and protector of her old persecutor, Baba Nafra, and that the interest of the latter is one with that of the Guicowar's minister, and she fears that if Bhow Tambekur has ever any power given him in this matter, that he will again put Baba Nafra to be manager of the house of Hurree Bhucktee.

95. Another obstacle which Bhow Tambekur is throwing in the way of your memorialist is this; he wants her to accept of 37,000 rupees, on condition that she sign a paper, which take away from her all claims ever to adopt her a son, for it would cause the son of the elder widow to be the sole proprietor of the property after he comes of age, and your memorialist would again be reduced to poverty in her own house. Such is still the object of Bhow Tambekur; your memorialist therefore humbly looks for justice to your Honourable Court, as her sufferings have been consequent on the acts of both the English and Guicowar Government. Your memorialist does not demand money from the treasury of the Guicowar Government, nor from Bhow Tambekur's private property, but she claims payment of her expenses out of the property of her own husband, to part with which Bhowoo Tambakur exhibits great reluctance. When lacs of rupees were stolen by Baba Nafra, the public officers of the respective Governments instituted no inquiry into the matter, which is a surprising fact, and will so appear, your memorialist believes, to your Honourable Court.

PRAYER.

96. Your memorialist then humbly prays your Honourable Court to take the justice of her claims, and the persecutions which she has endured during the last five years, into your favourable consideration.

97. And your memorialist further prays, that your Honourable Court will graciously give such directions to the Bombay Government as will ensure the money which she claims being paid her at once.

98. Your memorialist was not attacked by robbers in the jungles, nor was her son thus murdered, but in the very heart of the city of Baroda, and near the Guicowar palace, where your memorialist resides; in that spot was all the violence alluded to done to your memorialist by Baba Nafra. Nevertheless the Guicowar afforded no address. For this reason, and from all that is above stated, your memorialist hopes that your Honourable Court will not suppose that she is likely to obtain any redress from the Guicowar Government.

99. Further, your memorialist prays, that it having been proved that she had a child, and as it was also proved upon Baba Nafra's trial that he took away that child, which your memorialist has never seen again, she may be allowed to adopt a child of some relative of her family, and that the adopted child may have the same rights and privileges as your memorialist's own child would have had in the event of Baba Nafra not having made away with him.

100. Your memorialist further prays, that she may be admitted to all the privileges and just rights as a widow of the late Becherdass Samuldass, of the banking firm of Hurree Bhucktee.

101. This earnest prayer and petition can never be fully granted, as the members of your Honourable Court must know full well, unless your memorialist be allowed to adopt another son according to Hindoo custom.

102. Your

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102. Your memorialist's ancestors not relying on the justice of the Guicowar's Government, obtained the guarantee of the British Government for the security of their lives and property, in consequence of which the British Government frequently impressed on the Guicowar Government the necessity of pursuing measures in conformity with the guarantee which had been given, but notwithstanding no attention was paid thereto by the Guicowar Sirkar. Your memorialist, however, is confident that your Honourable Court will take measures to cause her to receive redress.

103. And your memorialist will, as in duty bound, ever pray.

Baroda, 20 October 1852. (signed) *Joeetabie.*

* *S. O.*

P. S.—With reference to para. 19, since this memorial is prepared, the Resident of Baroda have* communicated to the Guicowar Government, and our firm, to pay your memorialist from our bank the sum in question, and a part of payment is made, and to be liquidated within two or three months, the whole amount.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane.*

1. BEYOND a recapitulation of previous statements on the subject of her complaints, Joitabaee's requests in the present memorial may be said to be confined to the following:

1st. She desires that the firm of Hurree Buktee should be compelled to liquidate her debts contracted, as she avers, to her parents and various parties during the years of persecution under which she suffered, and during which she received nothing from the firm. The debts which she asserts amount to 75,000 rupees, were incurred in the prosecution of her claims to justice, but she has hitherto objected to give up the names of the parties to whom she is indebted (her father and mother excepted) from a well-grounded alarm lest she should expose them to the enmity of her powerful enemies at Baroda.

2d. Her second request is, that she be allowed to adopt an heir. There are two other points which may be noticed, and which have no reference to these requests. The first is the allegation that the imprisonment of Baba Nafra by his Highness the Gaekwar is, in its assumed severity, a mere deception; the other is the mention made by Joitabaee, as if it were a well ascertained fact that large sums have been remitted to Bombay by Baba Nafra from the funds of the firm, to bribe some influential parties at the Presidency. Now, as regards the first request, the case of Joitabaee is so peculiar, the treatment she has met with so unparalleled, and her position (from the decision of the Honourable Court and of ourselves being to a certain extent in her favour,) so dependent on the support which she may receive from this Government, that I think a rigid adherence to ordinary routine in disposing of her request would be inconsistent with justice.

2. Undoubtedly she has sustained a heavy wrong at the hands of her husband's servant, in the face of proved and admitted facts, whatever opinion may have been formed of her claim to be the mother of a legitimate son.

3. It is undeniable that she was in the position of joint mistress of the bank, with the elder widow; that she was denied her title to that position by the acts of Baba Nafra; and that after years of suffering, the immediate consequence of that denial, the result of her appeal to her sovereign and to the British authorities for justice, is the recognition of her pretensions.

4. So situated, any expenses to which she has been *boná fide* put by the chicanery and injustice of the manager of the firm, her husband's confidential man of business, and in point of fact, executor, and which the denial of her rights entailed, should be borne by the firm.

5. If his Highness the Gaekwar decline to interfere or refrain from intering in the matter, I think we are bound to step beyond formalities and ordinary

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nary rules in this extraordinary case, and consistently with our own decision, and with a just consideration for the rights so long denied her and withheld, to see that she is relieved of her liabilities, whatever they may amount to, and placed in her husband's house in a position of perfect independence.

6. This is, as it seems to me, the least reparation which can be made for sufferings which her husband's elder widow, and in some degree our own representative, Captain French, have been instrumental in protracting.

7. It is very natural that Joitabaee should be unwilling to name the parties to whom she is indebted, and the pretext that to do so would be to subject them to persecution and mortification at the hands of her enemies, is both specious and reasonable.

8. On the other hand, any instructions which we may communicate to our Resident on a claim so delicate and entirely unsifted, should, as far as possible, be so framed as to avoid the risk of our giving credence to a fictitious tale, and authority to an unreal transaction.

9. It is evident that we should have some safeguard for Joitabaee's sincerity and good faith.

10. This can be afforded by her consenting to trust to the honour of the British Resident, to whom she may confide on a pledge of secrecy the particulars of her pecuniary embarrassments, and to whom she may impart such details as will enable him, either by making private inquiries, or by obtaining access to dufters, to satisfy himself that in the main her statements are correct, and to estimate the amount necessary to set her free from her liabilities.

11. In Colonel Outram's letter of the 11th November 1851,* he states that Joitabaee addressed a petition to him on this subject (which he submitted, *see* Appendix (H.) to that letter), and to which he replied, that on furnishing the details of her debts the claim would be considered. To which he adds, "This, however, she has never done, averse probably to naming parties who supported and assisted her pending the confirmation of Baba Nafra's sentence by Government, lest they should incur the enmity of his friends;" the plea advanced by herself in her present memorial.

12. To this course, however, she can object no longer under the precautions proposed, since no one but the Resident himself would become cognizant of the particulars.

13. And therefore her consent or refusal to follow the stipulated course would serve as a test of her sincerity, and a guarantee of the reality of her obligations.

14. In our letter† addressed to Lieutenant Battye in charge of the Residency, and dated the 2d January 1852, we have directed that his Highness the Gaekwar be moved to require from the firm of Hurree Buktee, the payment to Joitabaee "of any share or allowances to which her position may have entitled her from the date of the death of her husband."

15. It is to this letter that Joitabaee apparently refers in the 73d para. of her memorial, in which she states that on its receipt, Mr. Davies "communicated with his Highness the Gaekwar's Government, to the effect that money to pay her just debts should be allowed to your memorialist from the funds of her late husband's estate."

16. In para. 63 of the memorial, the amount of this debt is stated at 75,000 rupees, and in a postscript to the memorial she remarks, "Since the memorial is prepared, the Resident at Baroda have [*so in original*] communicated to the Gaekwar Government, and our firm, to pay your memorialist from our bank the sum in question, and part of payment is made, and to be liquidated in two or three months, the whole amount."

17. It is therefore highly probable that this demand of Joitabaee is in train for being settled. But since we are in the dark as to what has intermediately taken place, and since it is desirable to leave no doubt as to the course which we intend should be taken, I propose that we address a letter to our Resident, with

* Reported to the Honourable Court in Political Despatch, dated the 31st January, No. 9, of 1852.

† Ibid.

Memorial from Joetabhaee Setanee.

with an extract of the paras. of the memorial bearing on this subject, and of the postscript, calling on him to report his proceedings referred to in detail.

18. It should not be our object to leave it with the Resident to act as his own notions of justice and expediency may dictate, but to prescribe a definite course for his guidance. Our sentiments on the justice of admitting and satisfying this claim of Joitabaee, under the prescribed conditions, should therefore be communicated to the Resident in full, and he should be instructed, in case the claim have not been settled, or if any difficulties in settling it should arise, to wait upon his Highness the Gaekwar, and explain to him courteously, but firmly, the views which we have taken, leaving it to him to enforce payment of the amount which the Resident may fix upon from the firm of Hurree Buktee, but intimating the necessity we are under at the stage at which the proceedings have arrived, of requiring that payment be positively made, and that Joitabaee be restored to independence.

19. Mr. Davies will not of course make any such communication, unless it be necessary. I am in hopes, from the terms of the postscript, coupled with the alleged nature of Mr. Davies' communication to his Highness on the subject, that this may not be the case.

20. The second request now preferred by Joitabaee, that she be allowed to adopt an heir, is one that we can never countenance. But as it is made not to our Government, but to the Honourable Court, I may confine myself to referring first to the Honourable Court's despatch of the 6th November 1833, in the case of Crustna Rao Wittul, in which the Court remark in disallowing an adoption unsanctioned by the Gaekwar; "he" (the Gaekwar) "affirmed that his consent to every case of adoption was a part of his state and prerogative, that an adoption was not legal without it;" second, and to the case of Gunputrow Narraen Rao, in which Mr. Boyd, the Resident, refused to countenance in any way the adoption of an heir by his widows. On this the Honourable Court remarked in their despatch of the 15th November 1843: "Mr. Boyd acted quite rightly in refusing to have any communication with Gunputrow's widows, on the subject of an adoption. To comply or not with an application of the nature, rests exclusively with the Gaekwar."

21. And once for all, if my opinion on this request were of any weight, I must distinctly say, that in the case in question I should think it wrong to encourage any proposal for an adoption. When the son of the deceased comes to be of full age, Joitabaee, like the elder widow and the mother of that son, must be content with the allowance prescribed to Hindoo widows of their rank and position by the laws and customs of their caste, and of the Shasters.

22. I desire, in the next place, to notice briefly Joitabaee's allegation that the sentence passed upon Baba Nafra is in effect eluded through the favour of the Gaekwar.

23. I would simply refer to our instructions on this head to the Resident, of the 24th February last*, approved of by the Honourable Court in their despatch of the 22d June last, No. 17.

24. Mr. Davies, to whom this despatch was communicated, in his letter of the 11th September last†, observes, that "there would appear to be on his Highness's part an evident determination to see justice done," in allusion to the enforcement of Baba Nafra's sentence by his Highness.

25. His particular attention may again be drawn to Joitabaee's statement, so directly at variance with this opinion, and his report required upon the facts.

26. The Honourable Court have already before them all the evidence which has been elicited touching the reported expenditure by Baba Nafra of the funds belonging to Hurree Buktee's firm for the purposes of bribery; two cases

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* Reported to the Honourable Court in Political Despatch, dated the 28th February, No. 22 of 1852.

† Reported to the Honourable Court in Political Despatch, dated the 30th September, No. 89 of 1852.

Memorial from Joetabhaee Setanee.

cases would seem to have been traced, while there are others, the suspicious appearance of which lend an apparent weight to the imputations contained in this memorial.

27. The cases I refer to are those of Mr. Craig,[*] who received a considerable sum, in connexion, as there is every reason for believing, with the case of Joitabaee Setanee; and of Soorujram Gungaram,[†] the native agent at the Baroda Residency, for whom Baba Nafra transmitted a bribe of 20,000 rupees.

28. As a case which is fraught with suspicion, I may refer to the charge, No. 5,[‡] tried by Mr. Frere against Nursoo Punt for having received a bribe of 28,070 rupees, in part payment of a sum of 78,070 rupees.

29. Whatever such entries of payments may amount to, his Highness the Gaekwar has been moved by us to hold Baba Nafra responsible for the production of the books of the firm, or for the payment of the estimated defalcations, and of such defalcations, entries of bribes paid by Baba Nafra from the funds of the firm, will of course form a part.

30. The particular attention of Mr. Davies may be directed to these portions of the memorial, with the expression of our full confidence, that if at any time circumstances should become known to him, which promise to throw a further light on the truth or falsehood of these imputations, he will spare no pains to follow up the clue, and to justify by his conduct the policy of the British Government.

31. I would propose that we address a letter to Mr. Davies, embodying the above remarks, and that our proceedings, together with Joitabaee's memorial, be forwarded to the Court by the next mail.

(signed) *Falkland.*
D. A. Blane.

2 December 1852.

No. 5337 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to transmit to you, in original,[§] a memorial from Joitabaee Setanee, widow of the late Bechur Samul, of Baroda, to the address of the Honourable the Court of Directors, dated the 16th ultimo.

2. In forwarding this memorial[‖] I am to remark that there can be no doubt that Joitabaee has sustained a heavy wrong at the hands of her husband's servant, and it is undeniable that she was in the position of joint mistress of the bank with the elder widow; that she was denied her title to that position by the acts of Baba Nafra, and that after years of suffering, the immediate consequence of that denial, the result of her appeal to her sovereign, and to the British authorities for justice, is the recognition of her pretensions.

3. Joitabaee being so situated, the Right honourable the Governor in Council is of opinion that any expenses to which she has *bonâ fide* been put by the chicanery and injustice of the manager of the firm, her husband's confidential man of business, and, in point of fact, executor, and which the denial of her rights entailed, should be borne by the firm.

4. Should

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[*] Reported to the Honourable Court in Political Despatch, dated the 3d April, No. 37 of 1852.

[†] Reported to the Honourable Court in Political Despatch, dated the 3d December, No. 91 of 1851. Collection No. 3, enclosures Nos. 32 to 39, and despatch, dated the 14th September, No. 87 of 1852, Collection No. 4.

[‡] Reported to the Honourable Court in Political Despatch, dated the 17th February, No. 19 of 1852.

[§] To be returned with your reply.

[‖] *Vide* more particularly paras. 9; 18 to 20; 29, 57, 61; 63 to 68; 73 to 79; 90 to 95, and postscript.

Memorigl from Joetabhaee Setanee.

4. Should his Highness the Gaekwar decline to interfere, or refrain from interfering in the matter, Government is bound to step beyond formalities and ordinary rules in this extraordinary case, and consistently with its own decision, and with a just consideration for her rights so long denied her, and withheld, to see that she is relieved of her liabilities, whatever they may amount to, and placed in her husband's house in a position of perfect independence.

5. The Right honourable the Governor in Council is of opinion that this is the least reparation which can be made for sufferings which her deceased husband's elder widow, and in some degree the British representative at the Court of his Highness the Gaekwar, Captain French, have been instrumental in protracting.

6. It would appear natural that Joitabaee should be unwilling to name the parties to whom she is indebted, and the pretext that to do so would be to subject them to persecution and mortification at the hands of her enemies, is both specious and reasonable; on the other hand, to avoid the risk of giving credence to a fictitious tale, and authority to an unreal transaction, it is necessary there should be some safeguard for Joitabee's sincerity and good faith.

7. His Lordship in Council considers that this object can be attained by Joitabaee consenting to trust to your honour as British Resident at the Court of his Highness, to whom she may confide, on a pledge of secrecy, the particulars of her pecuniary embarrassments, and to whom she may impart such details as will enable you, either by making private inquiries, or by obtaining access to dufters, to satisfy yourself that in the main her statements are correct, and to estimate the amount necessary to set her free from her liabilities.

8. I am to observe, that in Lieutenant-colonel Outram's letter of the 11th November 1851, he states that Joitabaee had addressed a petition to him on this subject, on the 26th March preceding, to which he had replied that on furnishing the details of her debts the claim would be considered. This, however, Lieutenant-colonel Outram added, "she has never done, averse probably to naming the parties who supported and assisted her pending the confirmation of Baba Nafra's sentence by Government, lest they should incur the enmity of his friends." This plea is reiterated by Joitabaee in her present memorial.

9. The Governor in Council is of opinion, however, that Joitabaee can no longer object, under the precautions proposed, to furnish the information required from her by your predecessor, since no one but yourself would become cognisant of the particulars, her consent or refusal would serve as a test of her sincerity, and a guarantee of the reality of her obligations.

10. In the Government letter to the address of Lieutenant Battye, in charge of the Residency, dated the 2d January 1852, it was directed that his Highness the Gaekwar should be moved to require from the firm of Hurree Buktee the payment to Joitabaee "of any shares or allowances to which her position may have entitled her from the date of the death of her husband."

11. To this letter Joitabaee apparently refers in the 73d para. of her memorial, in which she states, that on its receipt you communicated with his Highness the Gaekwar's Government, to the effect that money to pay her just debts should be allowed to your memorialist from the funds of her late husband's estate.

12. In para. 63 of the memorial, the amount of this debt is stated at 75,000 rupees, and in a postscript to the memorial, Joitabaee remarks, "Since this memorial is prepared, the Resident at Baroda have [*so in original*] communicated to the Gaekwar Government and our firm to pay your memorialist from our bank the sum in question, and a part of payment is made, and to be liquidated in two or three months the whole amount." It appears, therefore, to Government to be probable that this demand of Joitabaee is in train of settlement.

13. I am, however, to request that in case this claim has not been settled, or if any difficulties in settling it arise, you will wait on his Highness the Gaekwar, and explain to him in firm but courteous language the view which Government has

Memorial from Joetabhaee Setanee.

has taken, leaving it to his Highness to enforce payment of the amount which you may fix upon from the firm of Hurree Buktee, but intimating the necessity Government is under, at the stage at which the proceedings have arrived, of requiring that payment be positively made, and that Joitabaee be restored to independence.

14. This communication will, of course, be made by you only when you are satisfied that it is necessary to make it, and are in a position from the information that Joitabaee may give you, to specify the sum which in your opinion the firm should be called upon to pay. From the tenor of the postscript to the memorial, coupled with the alleged nature of your communication to his Highness on the subject, his Lordship in Council is in hopes, however, that the steps which are here indicated may not be requisite.

15. I am next desired to draw your particular attention to Joitabaee's allegation, that the sentence passed upon Baba Nafra is in effect eluded through the favour of the Gaekwar. This statement is directly opposed to the intimation conveyed in your letter, No. 723, dated the 11th September last, and your report upon this point is requested.

16. With reference to Joitabaee's statement, that large sums of money belonging to the firm of her deceased husband have been expended by Baba Nafra for purposes of bribery, I am desired to refer you to the Government letter dated the 27th February last, No. 863, in which you were directed to advise his Highness the Gaekwar to hold Baba Nafra responsible either for the production of the books of the firm, or for the payment of the estimated defalcations, and of such defalcations, entries of bribes paid by Baba Nafra from the funds of the firm will, of course, form a part.

17. I am directed to express the full confidence of Government with reference to the above point, that if at any time circumstances become known to you which promise to throw further light on the truth or falsehood of the alleged bribes having been paid from the funds of the firm, by Baba Nafra, you will spare no pains to follow up the clue, and to justify by your conduct the policy of the British Government.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Bastle,
8 December 1852.

No. 5352 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, to *Joitabaee Setanee*, Widow of Bechur Samuldass, Baroda.

Madam,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, dated the 16th ultimo, and in referring you to the Resident at Baroda, on the subject-matter of the memorial therewith forwarded, to state that it will be transmitted to the Honourable the Court of Directors by the next overland mail.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
9 December 1852.

(True extract.)
(signed) A. Malet,
Chief Secretary.

Extract

Memorial from Joetabhaee Setanee.

Extract Bombay Political Consultation, 31 December 1852.

No. 950 of 1852.—Political Department.

From *John Marshall Davies*, Esq., Resident at Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 5337, of the 8th instant, transmitting in original a memorial from Joitabaee Setanee, widow of the late Bechur Samul of Baroda, to the address of the Honourable the Court of Directors, dated the 16th ultimo, and to offer the following observations on its merits.

2. After some correspondence and a good deal of verbal communication with his Highness the Gaekwar and his minister, consequent upon the letter of Government, dated the 2d January last, alluded to in the 10th paragraph of your letter under reply, and with the details of which there appears to me to be no reason for troubling Government, his Highness, I am happy to say, agreed that the amount claimed by Joitabaee, viz., 75,000 rupees, should be paid to that lady by the firm, by certain instalments, commencing with the past Dewallee, and without calling upon Joitabaee for any details. The payment of this sum is now in train of liquidation, and will very shortly be complete.

3. Pretermitting this claim, the settlement of which will, I trust, be deemed satisfactory by his Lordship in Council, the complaint of Joitabaee embraces the following points.

Her want of influence in the management of the firm, and the incompleteness of the measure of redress afforded her, unless she be allowed to adopt a son as a representative of her lost child.

The memorialist complains, also, of the indirect injury done to her by the lenient treatment of her enemy Baba Nafra.

4. With regard to the first subject of complaint, I beg to say that Joitabaee has nobody to blame but herself and advisers, to which category may be added, perhaps, the unfortunate incidents of a house entirely divided against itself. Both the widows, Luxmeebaee and Joitabaee, have parents living, of whom it is scarcely speaking uncharitably, to say that three more ill-assorted, perverse old creatures it would be difficult to encounter within the circle of one family. They have not a single element of cohesion about them, unless when chance leads them to oppose whatever is most reasonable. Of the daughters (the widows of the late Samul Bechur), the elder, Luxeemeebaee, appears to be one easily guided by those who desire to guide her; and being so much the more fortunate of the two in the possession of a fine boy, now 10 years of age, the only surviving son of her late husband, is naturally somewhat elated with her position, and perhaps treats the younger widow, Joitabaee, with a hauteur which the latter is not inclined to put up with. The younger widow herself appears to be either naturally, or taught, perhaps, by her many past sufferings, the most intelligent member of the family; but I regret to see that she is in a great measure led by intriguers, whose aim seems to be to foment the already existing differences in the family.

5. I must now beg to refer you to my predecessor's letter, No. 280, of the 23d December 1850, with accompaniments, in evidence of the endeavours which his Highness the Gaekwar suggested should be made, to induce the widows of Samul Bechur to adopt the necessary steps for fulfilling the duties which had devolved upon them in the proper management of the firm. These consisted, first, of a schedule of personal allowances to which both widows were to assent; and secondly, of a paper of conditions whereby the general management of the concern would vest in a manager acting under them, subject to the control, in matters of more than ordinary importance, of his Highness the Gaekwar, as conservator of the interests of the firm, pending the minority of the son and heir.

6. To both measures Government signified its assent in its letter, No. 275, of the 21st January 1851, simply premising with respect to the maintenance schedule, that "the allowances proposed appeared to be very small for a house of

Memorial from Joetabhaee Setanee.

of such reported wealth," and sanctioning the conditions proposed for managing the firm "as a temporary measure," pending a further report on the legitimacy of Joitabaee's child.

7. I would here beg to observe, with reference to Government's remarks on the scale of the proposed expenditure, that an apparent stinginess in this respect is (out of Bombay, perhaps) a distinguishing characteristic of the caste of which the deceased Samul Bechur was so opulent a member. But a perusal of the concluding paragraphs of the schedule is sufficient to show that, notwithstanding a scale of economy such as Sowcars and Banians delight in devising, there is no lack of provision to meet unusual expenses of a contingent nature. Indeed the clauses of the second and more important paper make this fact abundantly evident. For instance, clause 5th, provides that "whatever expenses there may be which have continued from the time of the Shet, regarding * * * charity, giving of presents from the shop on occasions of marriages," &c., shall be continued. Paragraph 6th also states that, "the expenses on account of holy places and of holidays shall be continued in the same manner as in the time of the Shet;" and clause 7th provides that, "the garies, horses, palanquins and sebundees (retinue) shall be retained as in the time of the Shet."

8. In fact, the terms proposed for the joint acceptance of the widows are no less liberal, in my opinion, for their maintenance and respectability, than are the proposed conditions of management advantageous to the authority of the widows over the affairs of the firm. But they were never accepted. The tenor of Government's reply of the 21st January 1851 was communicated to the Durbar; but owing to mutual jealousies, and to the constant bickerings of the old folk,, as I am given to understand, this highly desirable arrangement has hitherto been in abeyance. Seeing how the case stood, I have used my utmost influence with Joitabaee's father, and her advisers, to get her to give her assent to the proffered terms (the elder widow having been all along willing to accede to them), and have spared no pains in representing to her that her independence and control would be at once thereby secured to her. My arguments, however, I regret to say, have had no effect; and to all I urged, I was as constantly met with what she deems to be her standing grievance, to wit, the want of authority to adopt a son, without which she declares she will not hear of anything else. I then volunteered to obtain a revision of any of the clauses to which she objected, or to have others inserted; but I was equally unsuccessful there also.

9. Under such circumstances can it be wondered at that Joitabaee should, to a great, and even to a painful degree, find herself, as she expresses it, a pensioner in her late husband's household, shut out at once from that friendly intercourse with her sister-widow, which it lies exclusively between themselves to foster, and excluded, by her own obstinacy, from any active share in the concerns of the firm?

10. I now come to the second source of Joitabaee's complaint, her want of an adopted son. Allowing everything for her feelings, as a mother deprived of her child, this is even a more unreasonable grievance than the last; unreasonable, because Joitabaee herself knows that both by the law of her faith, and by the usages of Hindoo society, her request is quite untenable. The religious code of the Hindus, which allows of a plurality of wives, principally, it would appear, to provide against the misfortune of a father dying without male issue, looks to that object, and to that only. A son surviving by one widow places the others, less fortunate in that respect, in a minor position, and for another widow to hint at adopting a son under such circumstances is considered akin to an insult to the claims of the real son. It is true that, when a man dies without male issue, his widow, duly authorised, may adopt a son, but it is on her husband's account and for his sake that she does so, not for her own. All writers on Hindoo law agree in this. The male issue provided, the end of the Hindoo marriage law is accomplished.

11. The example cited by Joitabaee in paragraphs 83 to 88 of her memorial, is not a case in point. Here the son of the murderer, Doorjun Bawa, being disinherited (as stated) died a civil death, and the widow of Somesingh was allowed to adopt a son in lieu of her husband's murdered child. Sir Thomas Strange,

Strange, in his Elements of Hindu Law (vol. 1, page 65), thus lays down a parallel case.

"The right of adoption is, in one destitute of legitimate male issue, competent to the performance of his funeral rites; never having had any or having lost what he had. The right of inheriting and that of performing for the ancestor his funeral obsequies being correlative, if, by any of the legal disabilities, as by degradation from caste, by insanity, incurable disease, or otherwise, living issue have become disqualified in law for the former, the effect for the purpose in question being the same as if none existed, it is inferred that the right to adopt attaches."

12. Here we have a distinct enunciation of the right of adoption in cases where the living male issue fails. Taking the converse of this, we may rest equally assured that the right of a widow to adopt, in the face of competent living male, is an extravagance in Hindoo jurisprudence.

13. My native agent informs me that the question of adoption was much urged before my predecessor by Joitabaee and her mother, but that Lieutenant-colonel Outram gave it a distinct denial. Under any circumstances, indeed, the sanction for such a proceeding would appear to rest wholly and solely with his Highness the Gaekwar as Suzerain, and if this be the case, it is a question calling for no further discussion in this place.

14. It now remains that I should notice the matter alluded to in the 15th paragraph of your letter under reply, the treatment, namely, of the criminal, Baba Nafra. In my letter, No. 723 of the 11th September last, I did myself the honour of conveying to Government the susbtance of the observations made by his Highness the Gaekwar, in reply to the communication which I was some months ago directed to make to him on this subject. Beyond taking his Highness's word for the truth of the matter, I really feel quite at a loss as to how I should proceed in a delicate case of this kind. There is no doubt as to Baba Nafra's confinement; but the actual place of his incarceration is so situated that to obtain a sudden and unexpected view of his prison would be almost impossible, under the precautions taken, apparently for his safe custody, but in reality, I believe, to prevent surprise. On the other hand, the very attempt to do so would plainly argue a doubt of his Highness's word, which would naturally be most offensive to him, and might, after all, be productive of nothing certain. The withdrawal of Government's guarantee from the criminal has, moreover, left Baba Nafra entirely at his Highness's disposal as his own subject, deprived of the shield of foreign interference, and his Highness might, if driven to an explanation, plead rules of prison discipline different from those observed in more civilized communities. The entire subject is indeed fraught with difficulty. As to what the petitioner may have heard respecting the treatment of Baba Nafra, I set little account by any such information acquired in Baroda: but let her information be what it may, I am most respectfully of opinion that there is nothing in it sufficient to outweigh the very serious consideration of adopting (as the only mode of solving the doubt involved as to Baba Nafra's treatment) any overt act of espionage which, if frustrated, it is to be feared would jeopardise the good understanding which now so happily obtains with Gumputrao Gaekwar.

15. The subject treated of in your 16th paragraph shall, I beg to say, engage my best attention.

16. I would, in conclusion, respectfully observe that my only reason for deferring to submit the subject matter of this report until now called upon to do so, has been a wish to convince the memorialist, Joitabaee, of the wisdom of complying with the course which her lawful sovereign has proposed to her, and of the hopelessness of passing her days in peace and quietness so long as she seeks to maintain her present untenable position.

17. I beg to return the original memorial which accompanied your letter and to be,

Yours, &c.
(signed) *J. M. Davies*,
Resident.

Baroda Residency,
16 December 1852.

Memorial from Joetabhaee Setanee.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*.

COPY of this letter should be sent to the Honourable Court of Directors by the next mail, in continuation of our letter of the 16th instant; and I would approve Mr. Davies' proceedings, at the same time informing him that, on any favourable opportunity, we expect that he will express to his Highness our hopes that his Highness's opinion as to the treatment to which Baba Nafra should be subjected may coincide with our own, and will be acted up to.

(signed) *Falkland.*
D. A. Blane.

21 December 1852.

No. 5598 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 950, dated the 16th instant, and to inform you that your proceedings therein reported are approved.

2. I am at the same time to inform you, that on any favourable opportunity his Lordship in Council expects that you will express to his Highness the Gaekwar the hopes of Government that his Highness's opinion as to the treatment to which Baba Nafra should be subjected, may coincide with its own, and will be acted up to.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
24 December 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Military Honours paid to Krishna Rao Wittul and to Bhow Tambekur.

Military Honours to Krishna Rao Wittul and to Bhow Tambekur.

No. 11 of 1853.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

Baroda.

1. WE beg to forward to your Honourable Court an extract from our proceedings, on the subject of Mr. Davies, Resident at Baroda, having, without previous reference to Government, complied with an application preferred to him by Krishna Rao Witul, adopted son of the late Witul Rao Dewajee, to be received with military honours, and also subsequently acceded to a similar request preferred to him by his Highness the Gaekwar, in behalf of his *de facto* minister, Bhow Tambekur.

2. For

Military Honours to Krishna Rao Wittul and to Bhow Tambekur.

2. For our sentiments on this subject we beg to refer to the minutes, as per margin,* recorded by our Right honourable President, and by the Honourable Mr. Blane, and to the letter which, in conformity with the resolution of the majority of our Board (the Honourable Mr. Blane dissenting), was addressed to Mr. Davies by our Chief Secretary on the 24th instant.

We have, &c.
(signed) *Falkland.*
Frederick FitzClarence.
D. A. Blane.
A. Bell.

Bombay Castle, 28 January 1853.

EXTRACT Political Letter to Bombay; dated 11 May (No. 25) 1853.

Letter from, dated 28 January (No. 11) 1853.

Military honours paid by Mr. Davies, the Resident at Baroda, to Khrisna Rao Wittul, and to Bhow Tambekur.

2. THE honours in question, though only such as were paid to the three sirdars of the Baroda court named by Mr. Davies, ought not to have been conceded by him without a reference to you.

3. We are also of opinion that Krishna Rao Wittul's position, as the adopted son of a former dewan, does not entitle him to such honours.

4. With regard to Bhow Tambekur, as he is not formally invested with the office of dewan, he cannot be considered as entitled to have the honours paid to him, which might be due to the recognised minister of the Guicowar. Considering the character of Bhow Tambekur, and how strong the suspicions are of his being implicated in some of the most nefarious practices at Baroda, we cannot but regret that any such marks of consideration should have been paid to him.

Extract Bombay Political Consultation, 31 December 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane.*

WITH reference to a para. in the "Telegraph and Courier" of the 23d instant, on the subject of alleged military honours having been paid, by order of the Resident at Baroda, to Bhow Tambekur, Mr. Davies should be requested to inform Government if there be any foundation for the statement therein made.

(signed) *Falkland.*
D. A. Blane.

29 December 1852.

EXTRACT from the "Bombay Telegraph and Courier" Newspaper of the 23d December 1852.

THE following letter appeared in yesterday's "Times."

"To the Editor of the 'Bombay Times.'

"Sir, In the 'Telegraph and Courier' newspaper of the 11th instant there appears a lengthy article, professing to be the substance of the translation of a native letter received by the editor of that paper from the city of Baroda, which, amongst certain matters on which it reflects, is one relative to Bhao Tambekur having been received by the Resident, on the evening of the 24th ultimo, with the honour and respect due only to the Raja, the British regiments at the station having been ordered to form a street for the great man on the occasion.

"Will

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* Minute by the Right Hon the Governor, dated the 11th January 1853, concurred in by the Hon. Mr. Bell. Minute by the Hon. Mr. Blane, dated the 12th January 1853. Further Minute by the Right Hon. the Governor, dated the 14th January 1853, concurred in by the Right Hon. the Commander-in-Chief and the Hon. Mr. Bell. Further Minute by the Hon. Mr. Blane, dated 15 January 1853. Further Minute by the Right Hon. the Governor, dated the 18th January 1853, concurred in by the Board.

Military Honours to Krishna Rao Wittul and to Bhow Tambekur.

"Will you do me the favour to contradict the above, as I most positively assure you it is entirely at variance with fact, no such occurrences having ever taken place.

"*Probitas.*"

We are sorry to contradict "Probitas," or any other correspondent of the "Times" or any other journal; but as the article referred to above was the substance of a native letter written to us by a native of Baroda, and was authenticated by the writer, as well as by another native, whom we know very well, and who is perfectly incapable of telling a falsehood; we must beg leave to state, that until the above writer proves his story to be incorrect, we decline to believe him. Will "Probitas" assert that no honours "such as are only due to the Gaekwar" were shown Bhao Tambekur, by Mr. Davies' order, on the evening of the 24th ultimo? or can he say that no compliments were paid the "infamous minister" by the British regiments stationed at Baroda? It will take a much more clear, distinct, and emphatic denial than the above to disprove, to our satisfaction, what we before advanced on the very best authority possible. Our correspondent may have somewhat exaggerated the extent of the honours which the British Resident caused to be paid to Bhow Tambekur, but we have heard, from several quarters, that similar respect was never before paid to any minister of the Gaekwar, and that, taking into consideration the light in which Colonel Outram regarded the Bhow, it was in the worst possible taste, and most impolitic of the present Resident to pay him the honours to which our correspondent referred. If "Probitas" is going to take up the cudgels for Mr. Davies, let him beware. All that we have shown up with regard to the present state of affairs at Baroda is a mere nothing compared to a mass of information we have lately received on the same subject. Kutput of the very worst sort never was more rife at Baroda than now, and never was the British name looked upon with so little respect. Of this we have ample proof.

No. 5682 of 1852.—Political Departmen

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

WITH reference to the annexed extract* from the "Telegraph and Courier" newspaper of the 23d instant, alleging that on the occasion therein mentioned military honours were, by your order, paid to Bhow Tambekur, minister of his Highness the Gaekwar, I am directed by the Right honourable the Governor in Council to request that you will report to Government whether there is any foundation for this statement.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 31 December 1852.

* To be returned with your reply.

No. 6 of 1853.—Political Department.

From *John Marshall Davies*, Esq., Resident at Baroda, to *Arthur Malet*, Esq. Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 5682, of the 31st ultimo, transmitting an extract from the "Telegraph and Courier" newspaper of the 23d idem, and requesting that I would report to Government whether there was any foundation for the allegation therein made, that military honours were paid by me, on a late occasion, to his Highness the Gaekwar's minister, Bhow Tambekur.

2. In reply I beg to state, that the allegations put forth in the "Telegraph and Courier," that honours "such as are only due to the Gaekwar" were shown to Bhow Tumbekur by my order, or that "compliments were paid him by the British regiments stationed at Baroda," are false and groundless; what has taken place I shall briefly mention.

3. Certain sirdars of the Baroda court are entitled, by custom, to have arms presented them on their entering the precincts of the Residency, on visits of ceremony, by the treasury guard stationed within the gateway. The sirdars who have lately been, or are still entitled to this honour, are so far as I can ascertain, Bhasker Rao Withul, the adopted representative of the Dewan,

Military Honaurs to Krishna Rao Wittul and to Bhow Tambekur.

Babajee Appajee; Gheerjojee Rao, alias Appa Sahib Dhumdereh, the Sir Soubeh, and the deceased Seetaram Raojee Dewan.

4. On the late occasion of the restoration to his Highness's favour of Crishna Rao Withul, also the adopted representative of a former dewan, the young man made it his particular request that he should have arms presented to him by the treasury guard, in the same manner as was accorded to his cousin, Bhasker Rao, and to this I acceded.

5. Some time after this latter occurrence his Highness mentioned to me that it would give him pleasure to hear that Bhow Tambekur, his minister, met with a similar reception by the treasury guard, on occasions of his visiting me on affairs of state. His Highness added, that he would have preferred this request long ago, but that for reasons which might be easily understood he latterly dreaded a rebuff; but that, seeing the favour extended toward Crishna Rao Withul, he felt that it was an appropriate opportunity for opening the subject. I expressed surprise to his Highness that an honour of so ordinary a description should be withheld from his *de facto* and confidential minister, when it was granted to the representatives in the third generation of former dewans, and also to the Sir Soubeh, and promised that the omission should be rectified, since so long as Bhow Tambekur came to me as his Highness's accredited minister, and was recognised as such by the Bombay Government, he should be received with the same measure of distinction as the other sirdars above named.

6. Bhow Tambekur usually pays me about two visits, on the average, in the course of the month, and on these occasions the guard has, since the date of his Highness's request, had orders to pay him the same precise degree of respect which is claimed by and paid to Bhasker Rao Withul, and the Sir Soubeh, and which I had before directed should be paid to Chrishna Rao Withul. I ought to mention that Bhow Tambekur himself never from first to last broached the subject before me; what I did was in deference to his Highness's personal and particular request, and was and is confined to the precincts of the Residency, to the ordinary guard over the treasury.

I have, &c.

Baroda Residency,
4 January 1853.

(signed) *J. M. Davies,*
Resident.

P. S.—The printed accompaniment to your letter I have the honour to return.

(signed) *J. M. Davies,*
Resident.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Bell.*

THE request of his Highness the Gaekwar regarding the honours to be paid to Bhow Tambekur appears to have originated in the fact that similar honours were accorded to Krishna Rao Witul; this latter person is not, however, as his father was, the minister of the Gaekwar Government, the permanency of his office being guaranteed by us, and Mr. Davies should not therefore have acceded to Krishna Witul's request without communicating with his own Government on the subject; the inconvenience likely to result from the course Mr. Davies has adopted has speedily become manifest by the request of his Highness the Gaekwar that Bhow Tambekur should be distinguished in a similar manner with Krishna Rao Witul.

I conceive Mr. Davies to have been altogether in error in conceding the favour asked by the last-named person, and though I would not now reverse what our Resident at Baroda has done, I think he should be so informed.

With regard to Bhow Tambekur, I do not conceive that we could have refused the Gaekwar's request, had Mr. Davies apprised us of it, as he ought to have done, before granting it.

Bhow Tambekur is, *de facto,* the minister of the Gaekwar, and certainly more really his confidential agent and trusted servant than he would have been had he

Military Honours to Krishna Rao Wittul and to Bhow Tambekur.

he been thrust on his Highness by us and maintained in office, irrespective of the prince's will. He is recognised by us in so far as that he frequently transacts business with our Resident as the Gaekwar's agent, though his appointment as minister has never been formally notified to or recognised by this Government, and under these circumstances it appears to me, as I have said above, that we could scarcely have declined to consent to his Highness's wishes.

(signed) *Falkland.*
11 January 1853. *A. Bell.*

MINUTE by the Honourable Mr. *Blane*.

MR. DAVIES has not, I think, acted with his usual judgment in this matter.

2. It appears to me desirable that a distinction should be kept up between a formally acknowledged minister (*vide* Sir J. Carnac's Minutes, dated 13th February 1841), and a person merely employed for a time as a "Karbharee."

3. This I am of opinion might be intimated to Mr. Davies, and made by him a ground for discontinuing the distinction, both to Khrishna Rao Wittul and Bhow Tambekur, as it will leave an option to his Highness the Gaekwar to propose the formal appointment of a minister if he should see fit.

12 January 1853. (signed) *D. A. Blane.*

Extract alluded to in the 2d Para. of the Honourable Mr. *Blane*'s Minuta, dated 12th January 1853.

EXTRACT Para. 26 from a Minute by Sir J. R. Carnac, Governor of Bombay, dated the 13th February 1841, detailing Proceeding at Baroda during that and the preceding Month.

Para. 26 I FOUND his Highness extremely averse to the appointment of a minister. He alleged that while he continued to transmit business in person with the Resident, no such appointment was at all necessary, and most earnestly begged to be excused from this stipulation; and that I would give him a written abandonment of our right to insist upon it for ever, or at least during his lifetime. On this point I could not consent to his request; but, observing the intimacy and cordialty which existed between him and Mr. Boyd, I felt no disposition to insist on an immediate nomination. I therefore informed the Gaekwar that so long as he continued on good terms with the Resident, listened to his advice, and avoided all breach of his engagements, I would refrain from insisting on the appointment of a minister, but that I could not abandon our right to enforce this appointment should he adopt a different course from that which he had now pledged himself to pursue.

Extract alluded to in Para. 2 of the Honourable Mr. *Blane*'s Minute, dated the 12th January 1853.

EXTRACT Paras. 42 and 43 from a Minute by Sir *J. R. Carnac*, Governor of Bombay, dated the 13th February 1841, detailing his Proceedings at Baroda, during that and the preceding Month.

42. THERE is but one other subject to which I think it necessary particularly to advert, that is, the obligation on the Gaekwar to appoint a responsible minister, with the approval of the British Government. Syajee Rao's objection to this no doubt arises from the impression that a minister so appointed would claim a nemnook, and that we might interfere to perpetuate his enjoyment of it, as has been done on former occasions. I do not think that even if a minister

Military Honours to Krishna Rao Wittul and to Bhow Tambekur.

ter were appointed we should be justified in so interfering; and yet a minister without a fitting remuneration, and holding his office at the sole pleasure of the Gaekwar, would be of little service, and could bear no weight of responsibility.

43. Influenced by this consideration, and observing the friendly intercourse which existed between Syajee and the Resident, I deemed it inexpedient to insist upon this matter, so long as the necessity for it was no more apparent than at present; all that I required was, that when it was his pleasure to appoint a karbaree, he should select a man against whom the British Government had no objection to urge according to existing engagement.

Further MINUTE by the Right Honourable the Governor, concurred in by the Right Honourable the Commander-in-Chief and the Honourable Mr. *Bell.*

THE course proposed by my honourable colleague, Mr. Blane, would, in my opinion, unnecessarily mortify and humiliate the Gaekwar, who will of course evade nominating a responsible minister approved by the British Government.

Circumstances are much changed since the date of the Minute of Sir J. Carnac, quoted by my colleague; we have ample means of obtaining from the Gaekwar any concession we can justly demand, without forcing him to take a step so disagreeable to his feelings. His Highness has hitherto proved himself to be much more tractable and compliant than his father ever was, and yet Sir J. Carnac did not insist on the fulfilment of this naturally obnoxious stipulation by Syajee Rao.

I adhere to my Minute of the 11th instant.

(signed) *Falkland.*
F. Fitz Clarence.
A. Bell.

14 January 1853.

Further MINUTE by the Honourable Mr. *Blane.*

I HAVE no further remark I wish to offer.

15 January 1853. (signed) *A. Blane.*

Final MINUTE by the Right Honourable the Governor, concurred in by the Honourable Board.

A LETTER may now be drafted in accordance with the opinion of the majority. I should wish it to be circulated for approval before it is despatched.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

18 January 1853.

No. 321 of 1853.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 6, the 4th instant, and to inform you that Witul Rao Dewajee, the adoptive father of Krishna Rao Witul, was the recognised and guaranteed minister of the Gaekwar Government, to which office the adopted son has not succeeded; you ought not therefore, I am to state, without distinct authority from Government, to have acceded to the request preferred to you by Krishnu Rao Witul, to be received with military honours.

2. The

Military Honours to Krishna Rao Wittul, and to Bhow Tambekur.

2. The inconvenience resulting from your unadvised compliance with this application was speedily manifested, by his Highness the Gaekwar requesting that a similar honour might be paid to Bhow Tambekur.

3. Your having, without reference to Government, complied with Krishn Rao Witul's request was the more inopportune, because in his letter to you, dated the 25th September last, translation of which was forwarded by you to Government, with your letter, dated the 27th of the same month, No. 759, Krishn Rao Witul had solicited, amongst other requests, that he might be "treated with the honours due to his late adoptive father." In reply to this communication you were informed, on the 1st November last, that any further orders which might be considered necessary thereon would hereafter be communicated to you. The above, and the other points alluded to in Krishn Rao Witul's letter, were on the 3d November last, referred for the orders of the Honourable the Court of Directors, whose decision Government had resolved to await before furnishing you with instructions thereon.

4. Bhow Tambekur may perhaps be considered *de facto* the minister of the Gaekwar, and in so far regarded in that capacity by the British Government, that he frequently transacts business with its representative at Baroda, by whom he is received as the agent of his Highness the Gaekwar. The appointment of Bhow Tambekur as the Gaekwar's minister has never, however, been officially notified to, nor formally recognised by the British Government.

5. His Lordship in Council is therefore of opinion that in this case also you ought to have referred for the instructions of Government, previous to complying with his Highness' request of according a similar honour to Bhow Tambekur to that you had granted to Krishna Rao Witul. Government being, however, influenced by a wish to avoid rendering your position any way irksome, will not annul your proceedings in either of these cases; but you are to understand the privilege you have granted to Krishna Rao Witul cannot be confirmed by Government until after a reply shall have been received from the Honourable Court to the despatch referred to in para. 3 of this letter.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 24 January 1853.

(True extract.)
(signed) A. Malet, Chief Secretary.

Replies of Political, Judicial, and Revenue Officers under the Bombay Presidency, on the subject of "Khutput."

Replies of Officers under the Bombay Presidency on Khutput.

EXTRACT Political Letter from Bombay, dated 17 September (No. 69) 1851.

8. For reasons explained in the proceedings which form Collection No. 4, accompanying this despatch, we, on the 15th May 1850, caused the following Circular to be issued to the heads of the several departments in the Political, Revenue, and Judicial branches of the service:—

"Government has been led to believe that an impression prevails in some parts of the Mofussil that by means of intrigues at the Presidency, the arrangements of the local officers can often be defeated or superseded by the parties interested secretly obtaining the friendship of persons in

CIRCULAR:
Political Consultation, 1849:
30 May, No. 4077 to 4079; 31 Oct. No. 8990.
Political Consultation, 1850:
22 May, No. 3999 to 4003; 12 June, Nos. 4629 and 4630; 12 June, No. 4794 to 4797; 10 July, Nos. 4962 to 4964; 10 July, No. 5283; 31 July, No. 6159; 21 Aug. No. 6889; 30 Oct. Nos. 9028 and 9028 (A); 4 Dec. No. 9981.
Political Consultation, 1851:
22 Jan. No. 499; 5 Feb. Nos. 768 and 769; 28 April, No. 2658; 7 May, Nos 3353 and 3354.
Revenue Consultation, 1850:
22 May, No. 8060.

power, who, it is expected, will, irrespective of right or wrong, interest themselves for the party soliciting their favour, and that, by these means, objects are obtainable which, if left to be sifted and reported on in a deliberate and regular manner, could never be secured.

"This species of intriguing is termed in the Muratha and Canarese districts, 'making khutput in Bombay,' and is stated to be regarded as a remedy under difficulties of whatever kind. It is even held to be considered as effectual in obtaining the restoration to place of official servants, who for incapacity or dishonesty have been discharged from the Government service, and to be even capable of effecting the release from gaol of a convicted criminal.

"A belief in the existence of a system of this nature is calculated greatly to embarrass the officers of Government, and to undermine the confidence of the ryots in the justice of the system by which they are governed. I am accordingly directed to request that you will have the goodness to report, after making any inquiries you may deem requisite, whether you have reasons for supposing that any such belief prevails generally, or amongst any particular class of persons within the limits of your charge; and, if so, that you will offer any suggestions that may occur to you as to the best means for eradicating the same."

9. We have received replies (copies of which accompany this despatch), from all the authorities to whom the above circular was addressed, with the exception of the Resident at Baroda, and the collector in Khandesh. The former of these officers, in a letter dated the 14th April last,* has explained the cause of the delay in submitting his report on this subject, and the attention of the collector in Khandesh has been again called to the subject. After the receipt of these replies, our further proceedings will be reported to your Honourable Court.

* Copy of which forms Enclosure No. 30, to Collection No. 4.

No. 87 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. In continuation of our Political Despatches mentioned in the margin,† we beg to forward to your Honourable Court extracts from our further proceedings on the subject of the alleged prevalence under the Bombay Presidency of a system of intrigue designated "Khutput."

† Despatch dated 17 Sept. No. 69 of 1851. Despatch dated 29 Nov., No. 89 of 1851. Despatch dated 22 May, No. 55 of 1852.

2. In the 9th paragraph of our Political Despatch, dated the 17th September, No. 69 of 1851, we forwarded to your Honourable Court copies of the replies we had received from the heads of the several departments in the Political, Revenue, and Judicial branches of the service, to the reference we had caused to be made to them on this subject in the Government circular of the 15th May 1850. We at the same time stated that the Resident at Baroda and the collector of Khandeish had not, at the date of the above despatch, submitted their report upon this subject. Copy of the former officer's report was forwarded to your Honourable Court with our despatch, dated the 22d May last, No. 55; and a copy of the reply from the collector in Khandeish, dated the 17th December last, accompanies this despatch.

3. For our sentiments generally upon the above reports, we beg to draw the attention of your Honourable Court to a minute by our Right Honourable President, dated the 2d instant, concurred in by the Honourable Mr. Blane, and to one by the Honourable Mr. Bell, dated the 4th instant, and to state that effect has been given to the several resolutions contained in the former of these minutes.

4. Such of the former proceedings of this Government alluded to in our Right Honourable President's minute as have not been already forwarded to your Honourable Court, accompany this despatch.

We have, &c.
(signed) *D. A. Blane.*
A. Bell.

Bombay Castle,
14 September 1852.

Replies of Officers under the Bombay Presidency on Khutput.

EXTRACT Political Letter from Bombay, dated 3 November (No. 109) 1852.

Para. 2. WITH our despatch, dated the 14th September last, No. 87 of 1852, we forwarded to your Honourable Court copy of a letter* we had on the preceding day addressed to the Government of India, submitting to that authority for such notice, as they might appear to deserve, extracts from a letter from Mr. W. E. Frere, in his capacity of Commissioner, under Act 37 of 1850, for the trial of Nursoo Punt, late Native Agent at Baroda, on charges of bribery and corruption, together with extracts bearing on the same subject from Lieutenant-colonel Outram's report on khutput, in which were noticed defects which these officers consider exist in the above Act, and certain amendments in the Act were suggested for the consideration of the Legislature.

* *Vide* Enclosure No. 6, to Collection No. 2.

3. We now beg to forward copy of a letter from Mr. A. R. Young, Under Secretary to the Government of India in the Legislative Department, intimating to us, in reply to the above reference, that "after giving the matter attentive consideration, the Governor-general in Council is of opinion that the necessity for change in the law has not been made out."

No. 117 of 1852.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. WITH reference to Enclosure No. 12, to Collection No. 2, accompanying our Political Despatch to your Honourable Court, dated the 14th September last, No. 87 of 1852, we beg to forward copies of two memoranda by our Judicial Secretary, dated the 19th ultimo, and the 10th instant, reporting the result of his interview with Juggonath Sunkersett, Esq., on the subject of his name having been made use of in the intrigues alluded to in the correspondence noted in the margin.†

† *See* below.

We have, &c.
(signed) *D. A. Blane.*
A. Bell.

Bombay Castle,
16 November 1852.

No. 39 of 1853.—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

IN continuation of Enclosures Nos. 8 and 9 to Collection No. 2, accompanying our Political despatch to your Honourable Court, dated the 14th September, No. 87 of 1852, we have the honour to forward copy of a memorandum by our Revenue Secretary, dated the 5th January last, and of one by our Chief Secretary, dated the 14th ultimo, submitting information those gentlemen had been requested to furnish connected with alleged cases of khutput in political and revenue matters, alluded to in the replies returned by our officers employed in those departments to the Government circular addressed to them in May 1850, calling for their report as to the existence or otherwise of a belief by the native community residing within the limits of their charge, that objects otherwise unattainable may be accomplished by corrupt means.

We have, &c.
(signed) *Falkland.*
Frederick FitzClarence.
D. A. Blane.
A. Bell.

Bombay Castle, 29 March 1853.

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† Enclosures No. 20 and 45 to Collection No. 4 to Political despatch, dated the 17th September, No. 69 of 1851.
Para. 22 of Enclosure No. 2, and Enclosure No. 12 to Collection No. 2 to Political despatch, dated the 14th September, No. 87 of 1852.

Political Department, dated 20 April (No. 15) 1853.

Our Governor in Council at Bombay.

Political letters, dated 17 September (No. 69) 1851, p. 819. 14 September (No. 87) 1852, entire. 3 November (No. 109) 1852, pp. 2, 3. 16 November (No. 117) 1852, entire.

Para. 1. We now reply to the communications noted in the margin, transmitting the answers of the Political, Judicial, and Revenue officers under your Government, to a letter addressed to them on the 15th May 1850, calling for reports on the alleged existence among the natives of India of a belief in the efficacy of what is termed khutput; *i. e.*, attempts to obtain favourable decisions from the officers of Government and the courts of justice, by private solicitation and influence, through the agency of money or otherwise, at Bombay.

2. You were induced to issue your letter, by a case to which your notice was called by Mr. Hart, the Enam Commissioner, on the 15th of April 1850. It appears that in 1842, an action was brought in the Poona Adawlut by one Himmunt Bhickajee Hurrup, against the family of the late Ramchunder Chowdree, for a sum equal to the amount of one year of the pension granted by Government to the chowdree's daughter; the claim being grounded on a deed of agreement executed by the defendants, promising that amount to the plaintiff in case the pension were obtained within two months. As the pension was granted before the time specified had elapsed, the moonsiff gave a decree in favour of the plaintiff, which decree was reversed by the acting assistant judge (Mr. Hart himself), but affirmed on appeal by the Sudder Adawlut on the 8th August 1843.

3. It is obvious that a very pernicious impression must be made on the natives of India, by seeing our courts of justice lend themselves to the enforcement of an engagement to pay money for services generally believed to be of an illicit nature, in obtaining a decision from Government. It is a recognised principle of law, that no court of justice ought to enforce a contract founded on a consideration contrary to morality or even to public policy; and if to prevent such engagements as the one in question from having legal force under your Presidency, any additional enactment be necessary, application should be made to the Legislature of India for that purpose.

4. You directed various officers in the Mofussil to report, whether it was within their knowledge that there existed among the natives of India a belief that a reversal of the decisions of the local authorities might be obtained by the employment of influence at the Presidency. Their replies are almost unanimous in testifying to the generality and inveteracy of the belief.

5. The prevalence of such a belief cannot but affect most injuriously the reputation of the Government, and weaken its moral power. We regret to say that it is clear from the papers before us, that a persuasion of the efficacy of khutput to compass its ends is by no means confined to the native community. There appear, in the answers to your circular letter, indications in several instances, and plain statements in others, which demonstrate that the very officers of the Government, and those not of the lowest rank, entertain the conviction that khutput is not mere delusion practised upon ignorant persons at a distance from Bombay by crafty intriguers at the Presidency, but that the system may be worked to such purpose as really to effect the restoration to office of native servants properly dismissed, and even the reversal of sentences pronounced upon wealthy men, justly convicted of crime. Mr. Bazett, the judge of Khandeish, mentions several instances in which for some reason the conviction of rich men had been on appeal annulled; and states that, having "carefully examined the records of the Adawlut from the date of Khandesh being made a separate judgeship, the result certainly seems such as might possibly encourage the opinion, at least, that the wealthy and influential or their friends are more successful in obtaining the reversal of the sentences passed against them than the poorer classes." Mr. Elphinston, the collector of the same district, cites a case which he believes to have been one of successful khutput; uses language which implies his belief, that the serishtadars in the Sudder Court are frequently the agents of the system; and adds, "from the prevalence of the belief that the expenditure of money can indirectly purchase the reversal of an unfavourable decision, I fear there must be some foundation in truth to account for the rumour." Mr. Shawe, the Revenue Commissioner, says,

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says, "In the Southern Mahratta country, I have frequently heard from natives and European missionaries, who converse freely with the inhabitants of the country, that no wealthy man could be brought to justice, and that if so, and convicted, his punishment would hereafter be remitted. There is an idea (doubtless erroneous) amongst natives, that if a party can afford to entertain an European vakeel, or pleader, he will carry his case. I was upon one occasion told by a native judge, that it was usual for every sudder ameen and moonsiff to fee the visiting Judicial Commissioner's sheristudar. The same or similar (no doubt unjust,) reports I have heard freely discussed in Googerat and other places." Mr. H. Harrison, the judge of Ahmedabad, says, "The belief in the efficacy of such a system is not likely to be altogether without foundation; the natives are not in the habit of parting with their money without due consideration, and unless they entertained reasonable hope of obtaining the end desired, they would not risk it in Presidency intrigues." The testimony above recited has reference to the Sudder Court.

6. In the Political Department, the evidence of the majority of the officers who answered your circular letter is still more positive as to the great extent to which khutput is attempted both by native princes or their ministers, and by individuals, and of the general belief that the decision of Government on important questions may be influenced by khutput. It is not necessary to specify the instances, both recent and in former years, in which proof has been obtained that large sums of money have been expended by native sovereigns or their ministers, and by other persons, under this belief.

7. Your President, in his minute, reviewing the replies to your circular letter, says, "It would appear from the reports of our functionaries, employed in the several departments in the Mofussil, that they are all but unanimous, both as to the influence among the native community of the idea regarding khutput, and the detrimental effects of that idea on the native mind. At the same time, on an attentive perusal of the various replies furnished in accordance with our requisition, I am utterly unable to attribute the general inclination to place reliance on indirect or discreditable means of obtaining an end, either to the existence of improper conduct on the part of our European or native officers, or to any inference that can be fairly drawn from the conduct of Government itself." He adds the expression of his "very decided opinion that the members of the service under the control of Government are as upright a body of officers as any in the world," and that "the belief regarding the efficacy of khutput is attributable not to any system of wilful favouritism, still less to venality on their part, but to the low morality of the native community," who have been accustomed, from time immemorial, under the despotic rule which the British Government superseded, "to look for the redress of their grievances, or the attainment of their objects, through efforts to influence, in an illegitimate manner, authorities totally regardless of fixed and determined principles, or of public opinion, and swayed solely by the dictates of personal interest or caprice." In the opinion thus expressed of the integrity of our covenanted service we are happy to be able to concur. But the strongest conviction on our part, and on the part of your Government, of the purity of the service, can produce no effect in removing from the mind of the native population their belief in the efficacy of khutput. It is obvious, moreover, that an opinion which, however unfounded it may be, is generally prevalent, that corrupt influence may be largely and successfully practised, must shake the confidence of the public in the administration of justice, nearly as much as if the practice really existed. Ignorant persons, and those at a distance, are unable to distinguish whether it is the judge of the Sudder Court or his sheristadar, the Resident or his native agent, who is to be approached in this illicit manner, and thus their respect for the decisions of the courts of law, and for the character of even the highest officers of the Government, must be impaired. No doubt there is much truth in the sentiments stated by your President in the passage above quoted, with regard both to the origin of the belief in the efficacy of illegitimate influence, and to the impossibility of entirely eradicating it by the mere efforts of the Government and its officers, until the minds of the native community are raised to a higher standard of morality. But we have no reason to suppose that that standard is lower throughout the provinces subject to Bombay, than in other parts of British India; where, nevertheless,

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nevertheless, neither the practice which is designated by the term khutput, though doubtless of occasional occurrence, nor the general belief in its efficacy, appears to prevail to any thing like the extent to which they are proved, by the almost unanimous testimony of the highest and best informed of the Mofussil authorities, to prevail throughout your Presidency. Indeed, the circumstance that these practices have received at Bombay a distinctive name, whilst elsewhere in India they must be described in order to be understood, is in itself sufficient to demonstrate their far more general prevalence in the one case than in the other. It is obvious, therefore, that we must not rest satisfied with attributing an evil which, with reference to its extent and virulence, may be termed peculiar, to a cause so universal in India as the low moral condition of society; and that, consequently, we are not bound to the conclusion that it could not be mitigated, at least, if not in a great measure removed, by means far more simple and speedy in their operation, than any by which we could expect to effect the regeneration of a people.

8. Looking then, as it is evident we must look, for the special causes of an exceptional state of things, a careful consideration of the replies of the local authorities to the circular letter which you addressed to them respecting the system of khutput, has led us to think that the prevalence of that system at Bombay may in some degree be ascribed to a difference in practice between the administration of that Government and the Governments of the other Presidencies respectively. It would seem that, from an over anxiety to maintain a vigilant supervision and control over officers exercising high and responsible functions at a distance, appeals from them to your Government have been so much encouraged as both to weaken the hands of the Mofussil authorities, and to throw upon the Government a great mass of business which might well have been disposed of by competent officers and tribunals at a distance from Bombay; and that the effect of this undue centralisation has been to draw to the seat of Government, in person or by deputy, every individual who has a real or imaginary right to assert or grievance to redress. And these parties are thus brought into contact with a class of persons who have not only the means, but a direct interest in persuading them of the possibility of exerting their influence, and who, probably, derive no inconsiderable profit from the imposition which they practise on the ignorant and unwary: a state of things which naturally tends to its own perpetuation and increase, and to the engendering, in such a condition of society as your President has spoken of, the most corrupt and mischievous abuses.

9. Whatever tends to diminish this disposition to resort to Bombay, will, of course, diminish this evil; and several of the officers whom you consulted appear to us to take a correct view on this point. The letter of Mr. H. B. E. Frere, in particular, seems to be very deserving of attention. He quotes, as a notable instance of the belief in khutput, the case of the ex-rajah of Sattara, who, we doubt not, relied on its efficacy not only in India, but in England also. He states that the delusion arises principally from those whom he designates the "swindlers of the metropolis." And he says that, to put an end to the delusion, "the most effectual measure of all would be an alteration of the system under which, at present, an appeal lies to Government from the acts of local functionaries." Therefore he proposes that the "Government should make over entirely to the various high functionaries, who go on circuit, the duty of receiving and disposing of such petitions,* only those which are of real importance, and require the decision of Government, being sent up with all the materials for forming a judgment, and disposing of the case accompanying them."

10. We may observe, with reference to the suggestions offered in the foregoing paras., that the Governments of Bengal and of the North-western Provinces have gradually, and upon system, during many years, invested the superior courts and boards, and even the Commissioners of Revenue, with the power of disposing finally of many important matters, which, according to former rules of practice, were reserved for the orders of the Government itself; and the best effects have resulted from this system as regards the general working of the administration. We are of opinion that you will do well to apply to the Supreme Government for such information on this point as may enable you to judge how far such rules of practice as we have here adverted to may,

* Such as described in paras. 30 and 31 of his letter.

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may, in their spirit, *mutatis mutandis*, be applied to the conduct of affairs at your Presidency. We are satisfied that that system will be found to work best in all parts of India which proceeds upon the principle of carefully selecting trustworthy instruments for high and responsible office, and then reposing in them full trust and confidence; leaving them to be governed by the regulations and the general rules of practice laid down for their guidance, with a studious abstinence, on the part of the Government, from all interference except in matters of serious importance.

11. The adoption of measures such as we have thus briefly indicated will no doubt tend to check the resort to Bombay of persons practising or attempting to practise "khutput"; but even this will be of little avail, unless the greatest vigilance is exercised in the control and superintendence of the different establishments of the officers at Bombay. We have on various occasions within the last few months been under the necessity of adverting to this subject; and the disclosures as to the conduct of many of your public servants in subordinate situations, both European and native, have been most discreditable. We cannot on this subject do more than repeat the instructions which are contained in paragraphs 26 and 27 of our letter in this department of the 23d of June 1852, No. 19, in which we observed:

"The malpractices which it has been our painful duty to notice among the subordinate functionaries in the Government offices in your Presidency, have been continued through so many years, and are of a character so injurious both to the public interests and to the reputation of the British Government, that you ought not to shrink from the exercise of any severity which may be necessary for their entire suppression. Prosecution in a criminal court should be had recourse to, when legal evidence can be obtained in any case. All persons, either directly or indirectly concerned in the corrupt receipt of money, or in divulging the secrets of Government, or in the clandestine communication of official documents, or being even cognisant of such practices without bringing them to the notice of their superiors, should be dismissed from office, and their employment in any department of the public service strictly interdicted.

"In cases where it may not be possible to fix the breach of trust upon a particular individual, but where it may be ascertained that it has been committed in some branch of a department, reluctant as we should be to inflict injury on any who may be innocent, we should feel it our duty to dispense with the service of the whole body rather than fail to reach the treacherous and corrupt members of it."

12. These directions appear to contain all that can be said in respect to the officers of your establishments.

13. We observe that it is stated by several of the local officers that judgments are often reversed in the Sudder Courts for mere trifling defects of form, and that these decisions, being at variance with the common belief as to the justice of the case, are popularly attributed to khutput.

14. It would be improper on the part of the executive Government to attempt to interfere with the judges of the Sudder Court in the exercise of their judicial functions, but it would be quite proper to bring these observationst o their notice.

15. It is essential to the ends of justice, especially in a country under such social circumstances as India, that decisions, substantially just, should not be lightly reversed on grounds purely technical. We should wish you to request the judges of the Sudder Court to consider whether they might not obviate this, evil, which is in truth one of the greatest consequence, quite independently of the confirmation afforded by it to the belief in khutput, by some alteration in their rules of practice, for the purpose of simplifying their proceedings; and if, to give effect to such alteration, additional legislation be necessary, the subject should be brought to the notice of the Indian Legislature.

16. Of the importance of giving the utmost publicity to the reasons on which decisions, whether by yourselves or by the Sudder Court, are founded, you seem to be already fully convinced, and you have taken measures to give effect to that sound principle. The Sudder Court ought, moreover, to be clearly apprised of the injurious suspicions which appear to prevail in regard to the alleged frequent and successful use of corrupt means, for the purpose especially of

of obtaining the reversal of sentences passed by authorities in the Mofussil, dismissing native servants or condemning wealthy individuals. The allegations affecting the integrity of their serishtadars should be thoroughly investigated by the judges, and those who, after such inquiry, may appear to lie under grave suspicion should be at once removed from office.

17. We trust that by carrying out the above instructions, you will have applied the most efficient remedies to any evil or corrupt practices at the seat of your Government. But at the same time that this is done, it will manifestly be necessary to use every precaution in order to prevent the like practice from striking root in the several offices in the Mofussil, whether fixed or of circuit, which may be made the depositaries of appellate jurisdiction. You can hope to effect this, upon which the good result of any change of administration must entirely hinge, only by taking the greatest care in the primary selection of the best officers for the exercise of the highest local authority; and by warning them against any such relaxation of constant vigilance on their part as would permit even the semblance of power for good or evil being vested in the subordinate officers of their several establishments. Any failure in this respect would certainly lead to the courts of the Commissioners of Revenue or circuit being made the focus of intrigues, as active and mischievous as those which are now alleged to be carried on at the Presidency, with the aggravation of being further removed from the influence of whatever of healthy public opinion may obtain in the larger and better educated community at Bombay.

18. If such proper vigilance be exercised, we trust that great advantage may accrue from a change of system which shall preclude the interference of the Government with every thing coming under the head of administrative details, and leave all business which is not of the highest importance to be finally disposed of by those functionaries who may be selected to superintend and control the executive local authorities.

19. We are of opinion also, on the same principle which has led us to recommend relying more on the judgments of your superior officers, that you ought to be extremely cautious in interfering with their discretion in dismissing the subordinate public servants employed under them. They must naturally be the best judges of the qualifications, and services, and honesty of the persons immediately under their own constant observation; and if persons dismissed by them have not availed themselves within a reasonable time of appealing to the controlling authority, they ought not to be restored.

20. The observations which we have made as to the conduct to be pursued by you and by your officers within the Presidency, apply with equal force to your conduct as regards the Residents and officers in the Political Department beyond the Presidency, and to their conduct also in regard to the persons employed under them.

21. It is, indeed, with regard to matters connected with this branch of the service that the most serious cases of corruption, and alleged corruption of khutput, and attempted khutput, have occurred; and beyond anything that may be done with respect to persons in the employment of your Government, we should wish that intimation should be conveyed to the native courts which are in any way dependent upon, or connected with, the Presidency of Bombay, that whatever power of control or interference we have a right to exercise with them will be exerted to the utmost for the purpose of bringing to punishment any of their ministers or servants who may hereafter be found to have been implicated in transactions of this description.

22. With respect to one of these native courts, that of Baroda, so much has been disclosed in recent transactions of the corruption prevalent there, and of the existence of secret communications for evil purposes with persons at Bombay, including some of the subordinate officers in the Government offices, to which the near neighbourhood of the two cities affords great facility, that we have under our consideration a step, for which many reasons exist, namely, that of placing the Resident at the Guicowar's court, and the political relations with his territories, under the direct superintendence of the supreme Government of India.

23. It

23. It will be necessary for us, however, upon this question to communicate with the Governor-general in Council.

We are, &c.
(signed) *R. Ellice.*
J. Oliphant.
&c. &c. &c.

London, 20 April 1853.

Political Department, dated 8 June (No. 22) 1853.

Our Governor-general of India in Council.

Para. 1. We have recently addressed a despatch to the Bombay Government respecting the measures necessary to be taken for correcting the impression which recent information has shown to be widely prevalent among the natives on that side of India, that the proceedings of Government may be affected by the employment of undue influence, personal or pecuniary, at Bombay.

2. Although it is said that scarcely any part of the Bombay territories, or of the native states connected with the Bombay Government, is free from this injurious belief, the place where it appears to be strongest, and to exist in the worst form, is Baroda; and that place also has furnished by far the greatest number of incidents, which have in various ways more or less tended to confirm an impression so pernicious to the public, and so dishonouring to British rule.

3. We are convinced that we cannot deal so effective a blow at this belief, which, however groundless in general, cannot but be most injurious to the honour and interests of the British Government, as by transferring the control of our relations with the Guicowar state from the Government of the subordinate Presidency to the Governor-general of India in Council; and we communicated our view of this subject to the Government of Bombay, in the concluding paragraph of our despatch above referred to, as follows:

"We should wish that intimation should be conveyed to the native courts, which are in any way dependent upon or connected with the Presidency of Bombay, that whatever power of control or interference we have a right to exercise with them, will be exerted to the utmost for the purpose of bringing to punishment any of their ministers or servants who may hereafter be found to have been implicated in transactions of this description.

"With respect to one of those native courts, that of Baroda, so much has been disclosed in recent transactions of the corruption prevalent there, and of the existence of secret communications for evil purposes with persons at Bombay, including some of the subordinate officers in the Government offices, to which the near neighbourhood of the two cities affords great facility, that we have under our consideration a step for which many reasons exist, namely, that of placing the Resident at the Guicowar's court, and the political relations with his territories, under the direct superintendence of the Supreme Government of India.

"It will be necessary for us, however, upon this question to communicate with the Governor-general in Council."

4. There can never exist between the seat of your Government and the capital of the Guicowar the same degree of intercourse that must always exist between Bombay and Baroda. The dependents of the Guicowar will not have relations and connexions resident in your neighbourhood, and employed in your offices; and the only link between your Government and his Durbar will be your duly constituted Resident at Baroda.

5. Such a transfer would indeed only be in conformity with a plan which has been heretofore suggested, that of placing all British officers accredited to native states under the immediate control of the Supreme Government of India. There are many reasons for adopting such an arrangement, into which it is unnecessary for us at present to enter. We will not now discuss the general question. We allude to it only for the purpose of remarking that there are arguments

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arguments in favour of the system which we desire to introduce as regards Baroda, independently of those applying at the present time peculiarly to that state.

6. We have not arrived at the opinion we have expressed, without being aware that the change we contemplate will be attended with some inconvenience. There is no other state in India of which the interests, and even the territories, are so much intermixed with the possessions and concerns of British subjects, or of persons entitled to British protection, as the state of Baroda. The petty princes and chiefs, from whom we collect tribute for the Guicowar, are several hundred in number; and if the affairs of these chiefs, as well as those of the superior state, were transferred to the direct superintendence of your Government, numerous questions would still arise in which those chiefs or their dependents, or in which the Guicowar or his subjects, would be interested on one side, and on the other British subjects or dependents, who would necessarily remain under the control of the Bombay Government; and these questions might become matter of argument before the Government of India. But we should hope that, if care is taken in selecting your representative at Baroda, any serious difficulty may be avoided.

7. It is also true that all the acquired knowledge which exists among our servants respecting the rights, usages, tenures, and social relations of Guzerat, as well as respecting the history of past transactions in that province, is confined to the Bombay Government and its officers, and almost all the documents which can be referred to in default of such personal knowledge are recorded only at Bombay. Some time may therefore elapse before your Government and its officers will be, in point of experience, equally well qualified with the Bombay Government and its officers for the administration of Guzerat affairs.

8. But, notwithstanding these objections, we deem it of such paramount importance to take every step in our power with a view to putting an end to the systematic mal-practices, of the prevalence of which we have had of late such deplorable proofs, that it is our desire that you take this subject into your immediate and serious consideration; that you enter into communication respecting it with the Bombay Government, to whom we shall send a copy of the present despatch; and that, after having duly weighed whatever that Government may urge on the question, you report to us your opinion of the manner in which the transfer may be made with the least practicable delay, and the arrangements which you would recommend for the purpose of effecting it.

We are, &c.
(signed) *R. Ellice.*
J. Oliphant.
&c. &c.

London, 8 June 1853.

Extract Bombay Political Consultation, 30 May 1849.

No. 1083.

No. 4077.

From *W. Hart*, Esq., Enam Commissioner, to *J. G. Lumsden*, Esq., Secretary to Government, Bombay.

Sir,

On the 23d May 1839 a letter, No. 962 in the Political Department, was addressed by Government to the agent for Sirdars in the Deccan, intimating the grant by the Supreme Government of India of a pension to Ramchunder Chowdree's daughter of 1,500 rupees per annum, to commence from the 31st of the preceding January.

2. I have the honour to request that you will be so kind as to inform me on what date the sanction of the Supreme Government here alluded to was received in Bombay, as this information will probably enable me to expose a breach of trust with which it seems important that Government should be made acquainted.

I have, &c.
(signed) *W. Hart*,
Enam Commissioner.

Dharwar, 26 April 1849.

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MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Bell*.

No. 4078.

THE sanction is communicated in the letter from the Secretary with the Governor-general, and is dated Simla, 4th April 1839.

It may have reached this Government about the 16th or 17th, but there is no means of determining positively, as no register was then kept of the receipt of letters. Mr. Hart may be informed of the supposed date of receipt.

(signed) *J. P. Willoughby.*
D. A. Blane.

12 May 1849.

No. 2114 of 1849.—Political Department.

No. 4079

From *W. Courtney*, Esq., Acting Secretary to Government, to *W. Hart*, Esq., Enam Commissioner.

Sir,

I AM directed by the Right Honourable the Governor in Council to acknowledge the receipt of your letter dated the 26th ultimo, No. 1083, and to inform you that the communication from the Secretary with the Right Honourable the Governor-General, authorising the grant of a pension of 1,500 rupees per annum to Ramchunder Chowdree's daughter, is dated Simla, the 4th April 1839, and may have reached this Presidency about the 16th or 17th of that month; the exact date of receipt cannot, however, be now ascertained.

I have, &c.
(signed) *W. Courtney*,
Acting Secretary to Government.

Bombay Castle, 17 May 1849.

Extract Bombay Political Consultation, 31 October 1849.

No. 4568 of 1849.—Political Department.

No. 8998.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to *W. Hart*, Esq., Enam Commissioner.

Sir,

WITH reference to your letter, dated the 26th April last, No. 1083, and to Mr. Acting Secretary Courtney's reply of the 17th of the following month, No. 2114, connected with the grant by the Supreme Government of a pension of one thousand five hundred (1,500) rupees per annum to the daughter of Ramchunder Chowdree, I am directed by the Right honourable the Governor in Council to request that you will be pleased to report whether anything has been subsequently elicited tending to confirm your suspicions that a breach of trust has been committed in connexion with this case.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 26 October 1849.

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Extract Bombay Political Consultation, 22d May 1850.

No. 1901.

No. 3999. From *W. Hart*, Esq., Enam Commissioner, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to reply to your letter, No. 4568, dated 26th October 1849. This letter referred to a correspondence originated by me with reference to some circumstances not immediately connected with my present office, so that it was not in the Acting Enam Commissioner's power to answer it during my late absence.

2. In my letter No. 1083, dated 26th April 1849, to which yours under reply refers, I stated that I considered it probable that some information sought by me would enable me to expose a breach of trust connected with the grant of a pension to Ramchunder Chowdree's daughter. Perhaps the most satisfactory course I can follow in explaining the grounds on which I formed this opinion will be to submit a simple narrative of the circumstances which led me to adopt it.

3. In a suit, No. 3232, filed in the Poona Adalut on the 5th May 1842, one Hunmunt Bhikajee Hurrup (whose mookhtiar was Dajee Wamun Putwardhun), sued three persons of the late Ramchunder Chowdree's family for a sum equal to the amount of one year's pension granted to Ramchunder Chowdree's daughter, on the grounds that this was promised in a kurarnama, or deed of agreement, executed by the defendants.

4. The deed of agreement was dated on the 1st April 1839, and purported, that whereas Hunmunt Bhikajee Hurrup had employed himself (oodyôg chalvila ahi) in getting Government to grant a nemnook to one of the chowdree's family, it was therefore agreed that he should receive from them a sum equal to the nemnook for one year, provided that within two months from that date an order for the grant of the nemnook should be received in Poona by the collector or agent for Sirdars.

5. The genuineness of the deed of agreement was proved, and it was shown that the order of Government for the grant of the nemnook had been received by the agent for Sirdars a few days before the expiry of two months from its date. The moonsiff therefore decreed for the plaintiff.

6. But, in appeal, the acting assistant judge held, that though the deed was really executed, and though the order for the grant of the nemnook was received in Poona within two months from its date, the plaintiff, Hunmunt Bhikajee, was not entitled to recover on it, because there was nothing to show that it was owing to his exertions (a condition implied in the deed) that the pension had been granted, because no exertions of any kind had been proved; and because, if any such exertions had been made, they must have been *primâ facie* illegal and irregular, not being made through the agent for Sirdars, the officer appointed to communicate with Government on such subjects. The acting assistant judge therefore annulled the moonsiff's decree.

7. The acting assistant's decree was, however, in its turn reversed by the Court of Sudder Dewanee Adalut, on the grounds that the note of hand (kurarnama) was proved "correct," and that the pension was granted, according to the condition, within two months; the Court further stating, that the appellant (original plaintiff) appeared to have rendered service that was useful in forwarding the views of the family, though their decree does not state how this appeared.

8. The decree of the Sudder Adalut was of course final in the case, but I confess that it was not enough to satisfy me (who was the acting assistant judge above referred to), that some great abuse had not been perpetrated. As it was impossible to believe that the nominal plaintiff, Hunmunt Bhikajee Hurrup, could really have had any influence with Government in obtaining the pension alluded to, I could not help fancying that the news of the grant of that pension must

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must have reached him (through some breach of confidence), before the date of the kurarnama, and that he had then got the defendants to execute it, by inducing them to believe that he had been and could be useful in obtaining from Government the nemnook; but as the deed is dated 1st April, and as you have informed me that the sanction for the pension could not have reached Bombay till about a fortnight after that date, this supposition must have been incorrect.

9. At the same time, I beg most sincerely to disclaim all intention of adopting the opinion which seems to be implied in the decree of the Court of Sudder Dewanee Adalut; for I can never believe that Government, having an agent at Poona for the settlement of such claims as the chowdree's, could be influenced by any Hunmunt Bhikajee Hurrup.

10. With this explanation of my reason for imagining the breach of trust alluded to in my former letter, No. 1083 (but which now appears not to have been committed), I beg to forward a copy of the decree of the Court of Sudder Dewanee Adalut in the case alluded to, as Government may probably wish to call for the proceedings connected with it, should it seem advisable to institute inquiries as to who and what the appellant Hunmunt Bhikajee and his Mookhtiar Dajee Waman are, and whether or not a traffic in kurarnamas of the nature of that filed in the chowdree's case is common; for it is evident that the existence of such a traffic must be mischievous, as leading to the belief that pensions and similar grants are purchasable, and that their purchase is recognised by the highest court of law in the country.

11. In concluding this letter, called for by the particular case to which it relates, I trust I shall be pardoned for adverting to a general subject of the same nature. There unfortunately exists among the inhabitants of this part of the country, and I fear elsewhere, an idea that intrigues at the Presidency will often defeat or supersede the arrangements of local officers in the Mofussil; I do not mean by the course of open appeal from the local officer's orders, but by secretly making friends in high places, who will, irrespective of right or wrong, interest themselves for the intrigue; and that this sort of patronage will often enable a person to obtain objects which he could have no chance of obtaining, were the propriety of them left to be sifted and reported on in a deliberate and regular manner.

12. This sort of intriguing is here familiarly called "making khutput in Bombay;" and such "khutput" is looked upon as a remedy for all sorts of difficulties. It is considered as of sufficient virtue to obtain the restoration to place of an official servant dismissed for incapacity or dishonesty, or even the release from gaol of a convicted criminal.

13. Should Government feel inclined to look upon what I have stated as a chimerical idea of mine, I trust that it may not be condemned as such until the existence of the mischievous belief which I have asserted to exist be tested, as it may most easily be by a reference to the judges, collectors, and other heads of departments throughout the Presidency. I feel confident that, if such a reference be made, Government will be startled by the extent to which the belief will be found to prevail, and by the amount of embarrassment caused by it to their local officers. The latter might at the same time be able to offer some suggestions as to the best means of checking the existence of such a belief, which is evidently calculated to undermine the confidence of the ryots in the justice of the system by which they are governed.

I have, &c.
(signed) *W. Hart*,
Enam Commissioner.

Bombay, 17 April 1850.

Replies of Officers under the Bombay Presidency on Khutput.

Bombay, Tuesday the 8th August 1843.

In the Sudur (Seal) Dewanee Udawlut.

No. 2038, Appeal.

Hunmunt Bhicajee Hurup, his Mooktiyar Dajee Wamun Putwardhun, Appellant, *v.* Roopram Bin Ramchunder Row Chowdree, Respondent.

Rupees 1,500.

In this case, appellant prays the reversal of a Decree passed in the Court of the Assistant Judge of the Zillah Poona, setting forth that appellant originally sued in the Court of the Moonsiff of said Zillah, to recover the amount of one year's pension on the ground of a kararputru (a note of hand) having been executed in his favour by the respondent and two others, Dhunsing and Dowhitram Chowdree, stipulating that should his exertions prove successful in getting a nemnook (allowance) sanctioned by the Government, he should be remunerated with one year's pension. That two of the defendants, in answer, offered general objections to the claim, and the last one admitted the truth of the note of hand. That the moonsiff found the truth of the note of hand fully established, and as the pension was proved to have been granted within the time specified therein, he gave judgment in the favour of appellant, against the present respondent only. That the assistant judge, in appeal by the respondent, fully admitted the correctness of the note of hand; but considering that as it did not appear that the appellant either could have done or did do any service towards obtaining the pension for respondent from Government, and moreover that had he done any, the performance would have been illegal, he reversed the judgment of the moonsiff, and rejected the claim altogether.

Whereat, holding himself aggrieved, appellant preferred his appeal in the Sudur Dewanee Adawlut.

Whereupon the said case being this day called on for hearing, and the parties being represented by their wukeels, and the record, proceedings, and judgments of the courts below being read and recorded, and mature deliberation in the matter had, the court is of opinion that the assistant judge's decree would appear to be erroneous; for the note of hand being proved to be correct, and it being established that the pension was granted according to the condition within two months, the appellant is entitled to payment of the money according to the agreement. The appellant appears to have rendered service that was useful in forwarding the views of the family, which gave rise to the execution of this agreement. The Court therefore reverses the decree of the assistant judge, and upholds that of the moonsiff, with costs on respondent.

——	HEAD OF EXHIBITS.	——	HEAD OF EXHIBITS.
(A.)	Letter from the Judge of Poona, forwarding Petition of Appeal.	(H.)	Precept to, and Return from, the Judge, with Summons.
(B.)	Petition of Appeal.	(I.)	Summons to Appellant.
(C.)	Decree of the Acting Assistant Judge.	(J.)	Summons to Respondent.
(D.)	Decree of the Moonsiff.	(K.)	Order to the Zillah Nazir, with his Report.
(E.)	Appellant's Mooktiarnama.	(L.)	Respondent's Wukalutnamah.
(F.)	Appellant's Security Bond for Costs.	(M.)	Appellant's Heirs, Mooktiyarnamah.
(G.)	Precept to, and Return from, the Judge, forwarding the original Papers and Proceedings from the Acting Assistant Judge's Court, from No. 1 to 7, and Two Duftars from the Moonsiff's Court, from No. 1 to 28.	(N.)	Appellant's Wukalutnamah.
		(O.)	Decree of the Sudur Dewanee Udalut.
		(P.)	Precept to the Judge of Poona, forwarding an attested copy of the Decree.

Replies of Officers under the Bombay Presidency on Khutput.

BILL of COSTS.

	Rs. a. p.	Rs. a. p.	Rs. a. p.
Costs incurred in the Zillah Courts:			
In the Assistant Judge's Court	- - -	168 9 -	
In the Moonsiff's Court	- - -	240 9 -	
			409 2 -
Costs incurred in the Sudur Dewanee Adawlut:			
By Appellant:			
Petition, with additional Paper	72 - -		
Security Bond for Costs	1 - -		
Batta to Peon	- 1 -		
Mookhtiyarnamah	2 - -		
Wukulutnamah	2 - -		
Fee of Wukeel, Gungadhur Sudasew	45 - -		
		122 1 -	
By Respondent:			
Wukulutnamah	2 - -		
Fee of Wukeel, Ramchunder Chintamun	45 - -		
		47 - -	
			169 1 -
		Rs.	578 3 -

(signed) *W. Simson*, P. Judge.
B. Hutt, P. Judge.
H. Brown, Acting P. Judge.

(True copy.)
(signed) S. Babington, Deputy Registrar.

MINUTE by the Right Honourable the Governor, concurred in by His Excellency the Commander-in-Chief and the Honourable Mr. *Blane*.

No. 4000. THE inquiries proposed by Mr. Hart, may be made by circular. I fear, however, that even if the result of those inquiries go to prove the accuracy of Mr. Hart's impression, we shall find it very difficult to devise a specific remedy for the evil of which he complains.

(signed) *Falkland.*
W. Cotton.
D. A. Blane.

30 April 1850.

Replies of Officers under the Bombay Presidency on Khutput.

No. 4001.

(Circular.)

No. 2265 of 1850.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to Government, Bombay, to the Commissioner in Sind.

Sir,

GOVERNMENT has been led to believe that an impression prevails in some parts of the Mofussil that, by means of intrigues at the Presidency, the arrangements of the local officers can often be defeated or superseded by the parties interested secretly obtaining the friendship of persons in power, who it is expected will, irrespective of right or wrong, interest themselves for the party soliciting their favour, and that by these means objects are attainable which, if left to be sifted and reported on in a deliberate and regular manner, could never be secured.

2. This species of intriguing is termed, in the Maratta and Canarese districts, "making kutput in Bombay," and is stated to be regarded as a remedy under difficulties of whatever kind. It is held to be considered as effectual in obtaining the restoration to place of official servants, who for incapacity or dishonesty have been discharged from the Company's service, and to be even capable of effecting the release from gaol of a convicted criminal.

3. A belief in the existence of a system of this nature is calculated greatly to embarrass the officers of Government, and to undermine the confidence of the ryots in the justice of the system by which they are governed; I am accordingly directed to request that you will have the goodness to report, after making any inquiries you may deem requisite, whether you have reasons for supposing that any such belief prevails generally, or amongst any particular class of persons within the limits of your charge; and if so, that you will offer any suggestions that may occur to you, as to the best means for eradicating the same.

I have, &c.

Bombay Castle,
15 May 1850.

(signed) *H. E. Goldsmid*,
Secretary to Government.

No. 4002.

THE same as above to the following Authorities:

The Resident at Baroda.
The Political Agent in Katteewar.
The Political Agent in Mahee Kanta.
The Political Agent in Rewa Kanta.
The Political Agent in S. M. Country.
Agent for the Right Honourable the Governor, at Surat.
Agent for Sirdars in the Deccan.
Political Superintendent of Kothapoor.
Political Superintendent of Pahloonpor.
Political Superintendent of Sawunt Warree.
Political Agent in Kutch.
Commissioner at Sattara.

Bombay Castle,
15 May 1850.

(signed) *H. E. Goldsmid*,
Secretary to Government.

No. 2266 and 2267 of 1850.

No. 4003.

RESOLUTION of Government in the Political Department.

ORDERED, That a copy of the foregoing Circular be transferred to the Revenue and Judicial Departments, that a similar call may thence be made on the authorities under those departments, the result being communicated to the Political Department.

Bombay Castle,
15 May 1850.

(signed) *H. E. Goldsmid*,
Secretary to Government.

Replies of Officers under the Bombay Presidency on Khutput.

Extract Bombay Political Consultation, 12 June 1850.

No. 237 of 1850.—Political Department.

No. 4629.

From *Robert Keays*, Esq., Acting Agent for Sirdars in the Deccan, Poonah, to the Secretary to Government, Bombay.

Sir,

IN reply to your circular, No. 2265, of the 15th instant, I have the honour to report that the belief in the efficacy of the practice of making khutput in Bombay is, I have reason to think, very prevalent throughout the Mofussil, and I have often heard of parties sending large sums of money to Bombay to keep up agitation.

It is very difficult to suggest a remedy for this, which will not interfere with appeal, but I am of opinion that the evil might be partially averted if Government placed greater confidence in its local officers, and refused to receive any petition except through the officer, to whom it would under the present system be referred for report.

Local officers should be instructed to receive and forward such petitions with explanations as quickly as possible; and the Government being thus simultaneously placed in possession of both sides of the question, might dispose of it before intriguing parties could have time to endeavour to make interest at the Presidency.

I have, &c.
(signed) *R. Keays*,
Acting Agent.

Agent's Office, Poona,
25 May 1850.

No. 4630.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*.

THIS may be considered when replies are received from the other authorities, to whom the Government Circular, of the 15th instant, has been addressed.

(signed) *J. P. Willoughby.*
D. A. Blane.

29 May 1850.

No. 904 of 1850.—Political Department.

No. 4794.

From the Commissioner in Sinde to the Right Honourable Viscount *Falkland*, Governor and President in Council, Bombay.

My Lord,

I HAVE the honour to acknowledge the receipt of Mr. Secretary Goldsmid's circular, No. 2265, dated the 15th instant, relative to the prevalence of an impression in the interior, that a reversal of the measures of the local authorities may be effected through the medium of intriguing agents at the Presidency.

2. The connexion of this province with Bombay is so recent, that I do not think an impression of the nature alluded to as yet prevails to any great extent, but I have no doubt it would do so, were the interference exercised with the internal administration very frequent and minute. At present I only recollect one or two instances indicative of such a feeling; and I have heard, but know not with what truth, that his Highness Meer Ali Morad has lately deputed an agent to Bombay, doubtless with some such views.

3. The credulity of the natives is so unbounded, notwithstanding the little success which may attend such expedients, that it is difficult to suggest any measures which would tend to disabuse them of their erroneous impressions, without at the same time interfering with the facilities for procuring the redress of real grievances; I am therefore inclined to think it is an evil which may be best left to find its own remedy, in the conviction derived from experience of the

Replies of Officers under the Bombay Presidency on Khutput.

the caution and impartiality with which any interference with the legitimate authority of its subordinate agents will ever be exercised by a just and firm Government.

I have, &c.
(signed) *R. K. Pringle*,
Commissioner in Sind.

Kurrachee, 24 May 1850.

No. 200 of 1850.

No. 4795. From Captain *J. D. Leckie*, Acting Political Superintendent, Pahlunpore, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to your circular letter, No. 2265, of the 15th instant, I have the honour to report, for the information of the Right honourable the Governor in Council, that I do not think that any persons under this superintendency are impressed with the idea that they can gain their ends by any intrigue or other means than what has been usually adopted by them to obtain justice; viz., by referring their complaints either through the Political Superintendent, for the information of Government, or direct to Government for settlement by the agent.

I have, &c.
(signed) *J. D. Leckie*,
Acting Political Superintendent.

Pahlunpore Agency Office,
Mount Aboo, 24 May 1850.

No. 301 of 1850.—Political Department.

No. 4796. From *H. W. Reeves*, Esq., Political Agent in the Southern Mahratta Country, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2265, dated 15th instant, drawing my attention to a system of intriguing, called "khutput in Bombay," and directing me to report, after making any inquiries I may deem requisite, whether I have reasons for supposing that a belief in the existence of such a system exists generally, or amongst any particular class of persons within the limits of my charge; and, if so, to offer any suggestions that may occur to me as to the best means for eradicating it.

2. I venture, in reply, to submit my opinion that a belief does exist in the minds of the wealthier portion of persons in this agency, chiefly those connected with the Sirdar and other landed estates, of the efficacy of private influence in Bombay in procuring the reversal of decisions passed here.

3. It is, however, easier to point out the existence of this belief, than to suggest the means for counteracting it, for it seems to me to be connected with that honest freedom of action between which and mere intrigue it is almost impossible to draw the line. I may, however, observe, that as all the officers of Government are supposed to have enough in the division of official labour to employ them fully in their own offices, and as they ought all to be animated by the one great desire of advancing the public service; and since, again, it is evident that in occupying himself with what does not concern him, one public officer must not only waste his own time, but also run the risk of seriously embarrassing the exertions of another, it may be advisable for Government to caution them against lending an ear to the representations or complaints of parties who may privately endeavour to interest them in public questions unconnected with their own duties.

I have, &c.
(signed) *H. W. Reeves*,
Political Agent S. M. Country.

Political Agent's Office,
Belgaum, 28 May 1850.

Replies of Officers under the Bombay Presidency on Khutput.

No. 4797.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*.

THESE three letters, numbered 1605, 1563, and 1593, may be recorded, pending the receipt of the rest of the replies.

(signed) *J. P. Willoughby.*
D. A. Blane.

6 June 1850.

Extract Bombay Political Consultation, 10 July 1850.

No. 92 of 1850.—Political Department.

No. 4962.

From *W. C. Andrews*, Esq., Agent for the Right Honourable the Governor at Surat, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

IN reply to your circular of the 15th instant, No. 2265 of 1850, I have the honour to report, for the information of his Lordship the Governor in Council, that as regards political matters I am not aware that an impression of the nature therein alluded is prevalent among any class of persons within the range of this agency.

I have, &c.
(signed) *W. C. Andrews*, A. G.

Surat, Office of Agent for the
Right Hon. the Governor,
30 May 1850.

Extract Bombay Political Consultation, 10 July 1850.

No. 68 of 1850.—Political Department.

No. 4963.

From the Political Superintendent of Sawunt Warree to *H. E. Goldsmid*, Esq., Secretary to Government, in charge of Political Department, Bombay.

Sir,

IN reply to your circular letter, No. 2265, dated 15th instant, I have the honour to state, that the belief is very general of influence at the Presidency being of use in thwarting local measures, although I cannot say that any cabal has been formed there touching Sawunt Warree affairs during my administration. It is very difficult to suggest any plan for eradicating this belief, because it springs out of our appeal system. The reversal of decrees on mere technicalities is not appreciated by the community; and when, as is sometimes the case, criminals are thus set at large, or a point of law overrules an equitable claim, the people attribute it to what they understand, rather than to abstract notions of British justice, to them often incomprehensible. The belief is fostered by every one in Bombay whose love of lucre is stronger than his sense of virtue, and who can turn the credulity of his up-station correspondent to account. The persons who went there from this state some years ago, to intrigue against the minister, or against Mr. Spooner, have thus come back beggared; for instance, the Subnees family, once the richest in the state, is now almost starving, owing to the exorbitant sums spent and borrowed whilst at the Presidency; the evil is probably less in provinces like this, not subordinate to the sudder, as here the revising power does not feel itself so much bound by technicalities.

2. The persons most prone to clamour against the local authorities are, as far as my experience has gone, of disreputable character. They hesitate not to tell untruths and malign. Generally they are shrewd men, who have suffered for forgeries, and such like crimes, and vent their venom against the authors of their suffering (as they deem the officers of justice) by inveigling men to petition under false pretences against them. I think it would tend to discourage

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courage the useless waste of time and loss of confidence in ignorant minds thus engendered, if Government were to abstain from addressing answers to petitioners direct, save and except when their case, from its merits, might appear worthy of such notice.

I have, &c.
(signed) *G. L. Jacob*,
Political Superintendent.

29 May 1850.

No. 130 of 1850.—Political Department.

No. 4964.

From *T. Ogilvy*, Esq., Political Agent in Cutch, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

In reply to your circular of the 15th instant, No. 2265, I have the honour to state, for the information of Government, that a belief, fostered by the ignorance of suitors, and by the cupidity of designing persons, prevails in this province, though less extensively perhaps than in those more immediately under British control, that objects, unattainable through the regular channel for seeking redress, may be accomplished at the Presidency by agitation and intrigue.

2. Soomrajee of Teyra, having sold his estate some years back to his Highness the Rao, has ever since been intriguing to recover it. With this object he proceeded to Than, in Katteewar, where he remained for a considerable time petitioning, and thence to Bombay, from whence an anonymous letter on this subject, attempting to extort money, was addressed to his Highness the Rao. Though repeatedly invited to Bhooj, by direction of Government, that his representations might receive a full and impartial hearing, Soomrajee has never yet made his appearance.

3. Poonjajee Jareja of Pulanswa, while Cutch was under Sind, sent a vukeel to Calcutta, and he has now, I understand, one in Bombay. He has lately entered into a combination with the chiefs of Wowanea, Cheetrore, Beyla, and Kunth Kote, with a view, as far as can be learnt from their vague complaints, and from their reported meetings with agents from Morvee, to shake off entirely his Highness the Rao's authority, which they have already succeeded in weakening.

4. Government have declared his Highness to be independent in his own territory, and bound to keep his chiefs under subjection; but with reference to the third para. of your letter under reply, and with a view to check the embarrassing practice alluded to, it appears to me desirable that Government should further publicly intimate that they will receive such petitions only as contain definite charges of oppression against his Highness the Rao, supported by tangible evidence, and which have already been referred for redress to the British local authority; and that all complaints pushed beyond the prescribed channel, or vexatiously litigated, will subject those preferring them to pecuniary penalties.

I have, &c.
(signed) *T. Ogilvy*,
Political Agent in Cutch.

Cutch Political Agency, Mandavee,
29 May 1850.

(No. 595.)

No. 135 of 1850.—Political Department.

No. 5283.

From *H. B. E. Frere*, Esq., Commissioner in Sattara, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I have the honour to acknowledge Mr. Secretary Goldsmid's circular letter, No. 2265, dated 15th May 1850, regarding the species of intriguing termed "making khutput" in Bombay; and, as directed in your last paragraph, to state the following facts regarding the practice in these districts.

2. "To

Replies of Officers under the Bombay Presidency on Khutput.

2. "To make khutput" is to agitate, and the process is very various, but it is seldom, if ever, applied to the regular modes of obtaining redress; it almost invariably implies something beyond the ordinary routine of appeal to superior authority.

3. The process is, for the party aggrieved, or some one in his interest, to proceed to Bombay, or to wherever the head-quarters of Government may be, and there obtain an introduction to somebody who is known as a successful maker of "khutput;" in other words, a professed agitator, who makes it his business to manage such matters, and who advises as to the course to be pursued.

4. The party interested supplies information and funds, and acts according to the course pointed out by his adviser until either success is attained or the funds fail.

5. The directing parties who manage these affairs at the Presidency are, I have reason to believe, sometimes persons connected with the offices of practitioners in the Supreme Court or Sudder Adawlut; sometimes, though rarely, European professional gentlemen are mixed up in such proceedings; and Brahmin and Purvoe writers in public offices, especially those who come from or are connected with the Mofussil, are very apt to dabble in such intrigues. I have reason to think that some people make a practice of going, periodically, round certain circuits where they have a connexion, looking for business of this kind, and saving the party principally interested the trouble of a journey to Bombay.

6. Occasionally the up-country complainant has really no course open to him but an appeal to Government, or a petition to the Sudder; in such case the Presidency adviser has nothing more to do than point out the correct and regular channel of redress, in order to ensure success, to obtain for himself a reward greatly disproportioned to his exertions, and to establish a great reputation in the neighbourhood from which the complainant comes as a successful maker of "khutput."

7. Such cases are, however, very rare; perhaps in 99 out of a hundred, or in even a greater proportion of cases, the Presidency is not the proper place for seeking redress, and consequently in such cases the whole system becomes one of unmitigated deception.

8. The schemes resorted to on such occasions to make the party principally interested believe that something is doing, and that his views are being secretly promoted by influential parties, are sometimes remarkable, at all events, for their ingenuity.

9. I have had an instance vouched to me on very respectable authority, where the maker of "khutput" promised his up-country friend to introduce him to the Governor and Council. The introduction was to take place not at Parell, "because the matter required secresy and management, but at one of the garden houses to which the Governor and Council resorted on such occasions." Accordingly the petitioner was driven out to a bungalow near Parell, and introduced to four or five Europeans in broadcloth coats, who conversed with him through an interpreter, and, after hearing his case, promised to arrange all as he wished for a pecuniary consideration, the amount of which, and the sum to be paid in advance, were all settled. The Europeans then sat down to tiffin, and after drinking freely became so quarrelsome, that the petitioner was dismissed by his friend, with the assurance that in such matters the "greatest Sahibs were no better than the lowest." Nor was it till long after that he became suspicious of having been imposed upon. From what the man stated, the impression left on my informant's mind was, that advantage had been taken of an entertainment given by some broker or "dubash" to some seafaring men, to whom the petitioner was introduced, and who had possibly very little idea of the exalted characters they were made to personate.

10. This occurred not many years ago, and is not the only instance I know of in which the dupe was introduced to persons who, he was told, were members of or secretaries to Government.

11. When the petitioner is of rank, a very favourite device is to take him to call on some gentlemen, with whom his conductor converses in English, and easily

Replies of Officers under the Bombay Presidency on Khutput.

easily persuades his up-country friend that his affairs have been the subject of conversation. If, as often happens, the gentleman visited be acquainted with the petitioner's native province, and can be persuaded to give any friend there a note simply begging his attention to the case, the delusion is complete, and the conductor has no difficulty in carrying on the deception for a lengthened period, on the strength of such a proof of his influence.

12. Some gentlemen, I am sure, without any idea of the deception to which they lend themselves, or the mischief they do, are a kind of permanent unconscious accomplices to frauds of this kind; and many of the more respectable native merchants are far too accommodating in giving and receiving introductions of parties who are, or fancy themselves, aggrieved. It is not necessary to particularise individuals, but I may be allowed to mention one very striking exception in Sir Jamsetjee Jejeebhoy, who, with every inducement, from his great influence and the exceeding benevolence of his character, never, as far as my experience goes, lends himself to the dangerous practice of patronising parties engaged in obtaining redress of their grievances, whether real or supposed, by indirect influence, apart from the substantial merits of their case.

13. I have had circumstances related to me by men who had been on such expeditions to Bombay, which left on my mind no doubt but that they had been introduced into the houses of gentlemen high in the Government service, by men who had been employed to purchase jewels, shawls, &c. The up-country dupe, introduced to the members of the family perhaps as a friend, or as owner of the goods required, understood not a word of what passed; but he saw his conductor walk about the carpeted rooms with his shoes on; and if he did not shake hands with the members of the family, he would pet the children, seat himself on a chair, and give what to his up-country *protégé* were unequivocal proofs of excessive familiarity with the family of the great man, which would be quite sufficient to remove any doubts of his influence with the great man himself.

14. The above are some of the devices resorted to by those whose up-country clients possess rank or money. For the humbler class of suitors, it is at first quite sufficient to see their adviser pass the guard of peons, and disappear up the steps of the Secretariate or Town Hall; after which what the petitioner may have to give is easily got from him, before he discovers that to possess the *entrée* to these buildings does not imply the possession of power to ascertain or to influence the decisions of Government.

15. In some particular cases, the petitioner is furnished with extracts, which his adviser professes to have obtained from the records of Government by means of influence with subordinates in the Secretariate. In many cases, no doubt, such extracts are fabricated for the occasion; but their production is a valuable proof of influence, and highly paid for; occasionally articles are inserted in the local papers, to which the parties interested naturally attribute an influence over the decisions of Government much greater than they really possess; and the power to get such articles published is regarded as a sufficient proof of the possession of influence of a very valuable description, and to be paid for accordingly.

16. With regard to the extent to which such a belief prevails, it may be said to pervade all classes in this and, I believe, in all other provinces. The process of making "khutput" is a very expensive one, and hence not to be resorted to on ordinary occasions; but of its efficacy very few individuals of any class, from the prince to the peasant, have any doubt; nor is there any limit to what it is supposed capable of effecting. The common exclamation of a suitor when he fancies he has little chance of redress through the regular channels, is, "I care not what I spend, if I have to carry on the agitation" (khutput) "as far as England;" or, as the phrase sometimes runs, "as far as the Parliament, the Queen in Council, or the Court of Directors."

17. This is hardly to be wondered at, if it be considered that a system of Government, according to fixed rules and unvarying laws, is a perfect novelty to all natives of India. They have been for centuries accustomed to see everything effected by and dependent on personal influence, and to know that influence to be purchaseable in the case of even the highest Government officers; consequently a system of which the principal objects are to exclude personal

influence,

influence, to secure a body of Government officers inaccessible to pecuniary temptation, and to reduce everything to unvarying rule, as far as possible independent of the individuals who administer it, is in their estimation a state of things which, if it ever existed at all, has never been heard of on earth since the heroic ages of antiquity.

18. That, in spite of such deeply-seated prepossessions, numbers of the better informed natives have just and correct notions of the principles of our administration, and of the purity of those who are employed in it, I regard as one of the greatest triumphs of our system, and as a great encouragement to further exertions; but such well-informed parties form a very small minority, and the general popular belief is quite the other way.

19. Of the infinite mischief produced by this prevalent belief in the efficacy of "khutput," there can be no question; it very seriously impairs the character of our Government, for it always supposes a degree of weakness, if not of venality. It, in many ways, thwarts and hampers the local officers of Government, and is almost certain in the end to injure the cause, even when just in itself, of those who have recourse to it.

20. I could multiply instances, but one or two may suffice. There is the case of the ex-Raja of Sattara, who was, beyond all doubt, encouraged to persevere in his opposition to the wishes of the British Government by his belief in the efficacy of "khutput." His private correspondence with his agents in Bombay contains specimens of many of the various ways in which the delusion is kept up, and forms a most curious picture of the mingled shrewdness and credulity which characterise the agents employed. To some extent the ex-Raja's agents were doubtless duped by others in Bombay; but they were often willing instruments in deceiving their master as long as he retained the means of paying them for their inventions.

21. In the case of the late Daekjee Dadeejee, the Guicowar was led, by his belief in the efficacy of the "khutput" which he was told Daekjee was making, to pay him very large sums of money; and the correspondence seized at the time by Government discloses, to any one who can give the time and trouble necessary to unravel it, a great number of the tricks and counter-tricks employed where both parties have agents engaged in playing the same game of intrigue.

22. Very lately I had the honour to submit to Government the details of a case in which the daughter of the ex-Raja was persuaded, by some of those who had helped to deceive her father, that she might advance her cause by such agitation and intriguing in Bombay. I have little doubt but that, while she believed they were engaged in making active "khutput," her agents did little more than make a show of exerting themselves; they probably guessed correctly that her application would be successful, and were prepared to claim the merit of any favourable result which might follow.

23. Still more recently I had a message through a very respectable person, now on a pilgrimage at Benares, from the ex-Raja's widow there. He was told, by a near relation of hers, that "she had spent all she had in fruitless agitation (khutput) at the Presidencies and in England; that she was now convinced of its folly, and would promise, if allowed to come to Sattara, to give up the practice entirely." I, of course, referred the Ranee's messenger to the Governor-general's Agent at Benares; and I mention this merely to show how difficult it is to eradicate the belief in the efficacy of "khutput" even from those who, like this lady, might have been supposed, years ago, to have learnt better.

24. No part of my duty, since the death of the late Raja, has been more difficult than to counteract the advice of those who are constantly endeavouring to induce the Ranees to despatch envoys to Bombay, and engage in a course of "khutput" for the attainment of all they desire; nor could my efforts have been successful, had not the influence it has been my endeavour to maintain been backed by the natural good sense of the eldest Ranee, and the judgment and fidelity of Succaram Bapoojee Furnese, her most influential adviser.

25. As regards the means of putting a stop to the practice, it may be observed that it is too much to expect that ignorant rustics, or the ill-educated agents of half civilised chieftains from up-country districts, can ever be entirely secured against the

the deceptions practised by the swindlers of the metropolis; but I think much may be done to put a stop to the practice as a general and, as it now is, an almost universal resort for all persevering suitors who are or fancy themselves aggrieved. The belief has its origin in ignorance of the real principles and system of our Government; whatever informs and removes that ignorance will go towards eradicating a belief in the efficacy of "khutput."

26. Much might be effected by giving the upper classes, and through them their inferiors, juster notions of the mere machinery of our Government. When a chief or a Sirdar visits the Presidency, a lesson on this subject should be given as regularly as a visit to the dockyard or mint, and would not, I am sure, be the least interesting to him of the things he would learn in Bombay. Much more than might be at first supposed would be apprehended from such a lecture, given while the chief was visiting the Town Hall or Secretariate; including, as it might, a brief account of the process through which all questions must pass before they were finally decided on by Government, and showing him how much more depended on the intrinsic merits of a case, and its bearing with regard to the laws and regulations of Government, than on the personal influence of those who had to decide on it, and how utterly powerless were the whole tribe of self-appointed advocates of the aggrieved, who profess to be able to sway the decisions of Government.

27. It may be supposed that I overrate what may be done by such simple means; but I am well assured that few natives of rank, who go for the first time from the up-country to Bombay, would believe but that the peons who carry round despatch boxes could give information as to their contents, or that the clerks who draft the letters of a secretary could, if they found it worth their while, alter without chance of detection the purport of what they wrote.

28. I think very good effects might be produced by a couple of public notifications on the subject: one addressed to the natives showing the folly of the practice, and warning suitors of the bad consequences of resorting to it; the other addressed to servants of Government, directing them to do their best to discountenance and stop it. This latter, besides pointing out the ill effects of the practice as regards the character of Government, and the true interests of the parties concerned, should intimate that Government will view with extreme displeasure the conduct of any of its officers who may lend himself to maintain such a delusion, by interfering, otherwise than officially, in any matter which can or ought, in regular course, to come officially before any of his fellow servants. It should strictly prohibit the granting notes, even of introduction, to public officers, when the bearer is himself a suitor or acting on behalf of a suitor for justice, in a case which can or ought to come before any public officer in the regular course of business; and it should direct every public officer to discourage, by every means in his power, the practice of any of his friends, European or native, sending any such letters of introduction to himself.

29. But the most effectual measure of all would be an alteration of the system under which, at present, an appeal lies to Government from the acts of local functionaries.

30. The system, as Government is aware, is to present a petition, sometimes in very bad English, more often in the petitioner's vernacular language, to the Governor in Council. This petition, after going the round of various offices to the functionary complained of, ultimately returns to Government with his explanation. Every petition which affirms that the petitioner has already unsuccessfully addressed the local authorities is forwarded for report, whether it be an accusation of misconduct, or a simple appeal against an order which it was within the province of such local officer to issue.

31. I believe there are few officers who do not feel convinced that the small degree of check imposed on official wrong-doing, and the very minute amount of redress afforded for real grievances, is wholly out of proportion to the amount of public time wasted by this very cumbrous system of reference.

32. It would, I am sure, be every way a very great improvement were Government to make over entirely to the various high functionaries who go on circuit the duty of receiving and disposing of such petitions, only those which were of

real

real importance, and required the decision of Government, being sent up with all the materials for forming a judgment, and disposing of the case accompanying them.

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33. The department of the Secretariate which now receives and translates petitions, might then confine its labours to noting on all petitions sent in to Government the proper channel for bringing that grievance to notice, or for appealing against any particular decision; and would thus have more time for the numerous important duties which are now unavoidably postponed to that of translating petitions. Perhaps it might be well to make an exception in favour of petitions which directly charged any European head of an office with corruption or criminal misconduct, and to lay all such before the Governor in Council for orders.

34. In their several lines, the Revenue and Judicial Commissioners ought to be able to detect and correct, either by their own authority or by invoking the authority of Government, every real abuse brought to notice by a petition which called for the interference of an authority superior to the local officer. Due attention to this branch of their duty might be ensured by requiring them to report, after each annual circuit, the number and general character of the petitions presented to them in each district, bringing forward any which they considered to merit the notice of Government.

35. This would provide for redress in all branches of the administration, except the Political, the superior officers of which might, as representatives of Government, be freed from any check, except that of being obliged to report annually on the petitions they had received, in the same manner as the Revenue and Judicial Commissioners.

36. I would not on any account discourage the presentation of petitions to the head of the Government, when visiting the provinces attended by a competent Persian secretary, as no check could, in my humble opinion, be more beneficial than the local inquiries the Governor might thus be enabled to make. But the petitions so given to the Governor on his tour should be referred for report, not as a matter of course, but only on special occasions, or when the character of the local officers was attacked.

37. Should it be considered unadvisable entirely to close the direct appeal to Government, I can imagine no objection to restricting it to a system of formal memorials sent up through the local officers' hands, in the same manner with similar reports and remarks from the party complained against, and under the same rules and restrictions as memorials to the Court of Directors go through the local Governments, the period within which they must be forwarded by local officers to Government and other similar points being laid down, and compliance with such rules enforced by severe penalties.

38. Some such alteration of the present system is, I am respectfully of opinion, the only means of relieving both the Government and the local officers from a vast deal of unnecessary and useless labour, and of checking, if it does not stop, the most pernicious system of making "khutput."

39. It may seem presumptuous in me; but I offer the opinion with much confidence in its soundness, that the character of our administration generally, and of the judicial branch in particular, would be greatly raised if the duties of the Sudder Adawlut in Bombay could be confined to the decision of intricate legal questions, appealed from the lower courts; and if all the miscellaneous duties which now devolve on the Court could be performed by the Judicial Commissioner on his circuit, holding open court in the district where the questions arise.

40. Of course there may be obstacles of various kinds, and good reasons against such a system, and I speak merely with reference to the single point of public opinion regarding the decisions passed.

41. I will only instance one kind of business: petitions from Government servants dismissed, and praying to be re-instated. I am convinced nothing can be more injurious to the character of the Court and of our administration generally, than the misconceptions which prevail among the natives up the country,

country, regarding the means whereby compliance with the prayer of such petitions is often obtained.

42. Natives up the country, unless engaged in trade, are usually very ill-informed regarding what passes in Bombay; their ignorance is far deeper than would be believed by any one who considered merely the distance and facility of intercourse; even in Bombay the public in general know little of the proceedings in the Sudder. There are few or no reports of proceedings in the newspapers, and the consequence is, that it is very rarely any one but the party immediately interested knows anything of the grounds on which the judgment of the Court in such cases is founded.

43. It is natural that in such cases the decision should be often attributed to other than the real grounds on which it was passed; and the reinstatement of a dismissed servant is thus, I am well assured, often attributed to "khutput," when there were ample reasons for the measure which only required to be stated and generally made known, in order to ensure their justice being acknowledged.

44. This would not be the case if such questions came on before the judicial Commissioner, sitting in open court in the place where the case which came before him had arisen. The Court would, I am convinced, be crowded by all who knew the parties, or cared about the case; and there would be little danger of public misconception regarding the reasons which the Judicial Commissioner would orally give for his decision.

I have, &c.
(signed) *H. B. E. Frere,*
Commissioner.

Commissioner's Office,
Sattara, 13 June 1850.

Extract Bombay Political Consultation, 31 July 1851.

No. 185 of 1850.—Political Department.

No. 6159.

From the Political Agent in the Mahee Caunta, to *A. Malet*, Esq.,
Chief Secretary to Government, Bombay.

Sir,

In reply to your circular, No. 2265 of 1850, dated 15th May last, calling upon me to report whether any impression prevails generally, or amongst any particular class of persons within the limits of my charge, that certain objects may be attained by means of intrigues in Bombay, I have the honour to state that I have no reason to believe that any such impression has existence in the Mahee Caunta.

2. Perhaps I may be permitted to remark, that of late years there has been an increase in the number of petitions presented to the Right Honourable the Governor, or transmitted in some way to Bombay, by individuals in the Mahee Caunta. These have been generally petitions for the interference of Government with the petty chiefs of the Mahee Caunta, or appeals against some decision of the Political Agent. I think it is desirable that such appeals or petitions should have every facility; but there is one point in the system of dealing with them which may admit of amendment. It appears to be usual at the time that the original petition is transmitted by the Secretary to Government to the Political Agent for his remarks, to address a communication to the petitioner to the effect that his case is under consideration; and it has on several occasions come to my knowledge, that unfounded expectations are raised by the receipt of such a missive, and on one or two occasions lately such communications from Government have been brought to me by the petitioners, under the idea that they conveyed a decision in their favour. I would therefore suggest that such mere formal communications should be discontinued, unless in particular instances; and the only answer sent, the rejection or otherwise of the petition.

3. Most of these petitions are drafted by some person at Ahmedabad, and many are written in English, when they are of course quite a sealed document to the petitioners; the interim reply from Government to English petitions appears

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appears to be written always in English, and from the (to an ignorant villager) imposing form of the envelope, and the unknown language in which it is couched, invariably raises futile hopes which it is difficult for the Political Agent to dispel.

I have, &c.
(signed) *R. Wallace,*
Political Agent.

Political Agent's Office, Sadra,
5 July 1850.

Extract Bombay Political Consultation, 21 August 1850.

Government, No. 100.—General, No. 244 of 1850.

No. 6888.

From the Political Agent in Kattywar, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to Mr. Secretary Goldsmid's letter of the 15th May last, No. 2265, regarding the impression supposed to prevail in some parts of the Moofussil, that by means of intrigues at the Presidency the arrangements of the local officers can often be defeated or superseded, I have the honour to inform you that I doubt the existence of any such feeling in this province amongst the chiefs generally, or any of the influential or better informed members of the community. The practice of sending petitions direct to Government has however greatly increased of late years, but so has the spirit of litigation generally throughout the province; and I think the petitions made by disappointed suitors in their own names are sufficiently to be accounted for, by the hope they doubtless entertain that any further investigation their *ex parte* statements may lead to is likely to better their cause, without supposing the existence of any expectation of undue support from persons in power at the Presidency. Anonymous petitions are of course the work of intriguing, unprincipled, and revengeful parties, who probably consider themselves partly rewarded if they succeed in hurting the pride and wounding the feelings of those they assail; but are doubtless further influenced by a vague hope that their clamours, however unfounded, will sooner or later injure the objects of their enmity or revenge.

2. There can be no question, however, that except in cases where real injustice is done by the local authorities, the system of appealing direct to Government is a serious evil as regards the interests of the people of the country themselves, besides the trouble and inconvenience it causes to Government and its officers; and it is equally certain that the tendency of such a system, even without much encouragement, must ever be to increase, particularly in a province like this, where there are so many parties directly interested in keeping up every kind of litigation. Whatever measures therefore Government can safely introduce, to discourage all direct resort to the Presidency on the part of petitioners from the Moofussil, must I think be productive of much good; and I have great satisfaction in consequence in submitting the accompanying reply from Captain Aston to the circular under acknowledgment, which that officer had prepared before my return from Scinde to Kattywar, and beg strongly to recommend the different suggestions it contains for the consideration of the Honourable Board.

I have, &c.
(signed) *W. Lang,*
Political Agent.

Kattywar Political Agency, Rajcote,
20 July 1850.

Political Department.

From Captain *H. Aston*, First Assistant Political Agent in Charge, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. I HAVE the honour to acknowledge the receipt of your circular letter of the 15th ultimo, No. 2265, and to observe, that the impression has obviously prevailed in Kattywar, that by means of intrigues at the Presidency, the arrangements

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arrangements of the Political Agent may be defeated or superseded by the parties interested secretly obtaining the friendship of persons in power, who it is expected will, irrespective of right or wrong, interest themselves for the party soliciting their favour, and that by these means objects are attainable, which, if left to be sifted and reported on in a deliberate and regular manner, could never be secured; and that this species of intriguing has been considered effectual to obtain the restoration to place of official servants, who for incapacity or dishonesty have been discharged from the Government service.

2. As to the extent to which such an impression may have prevailed, and the particular classes to which it may have been confined, if indeed confined to any particular class, I can hardly venture with confidence to express an opinion; but I may remark that, in the present condition of Katteewar, where such a system as that which causes the impression has been commenced, it is almost certain that it will increase, and be at length limited only by the pecuniary means of disappointed or designing men who would profit by it, unless there be some direct effective check to its exercise.

3. In confirmation of the existence of such an impression, and in illustration of its effects, I may mention the following facts:

1st. The district in the neighbourhood of Limree was kept in a constant state of ferment for several years, by the intrigues of parties who, by despatching agents to Bombay, were long enabled to support their agitations by misrepresenting their proceedings, and raising false expectations of the reversal of existing arrangements of the Political Agent. During this period the town of Limree was twice threatened to be attacked. On one of these occasions a detachment of British troops was sent from Rajcote for its protection. Continued trouble was given to the Political Agent, with some apprehension of disturbance; and bitter animosity was perpetuated for years that would have ceased in as many months, if the people generally had felt confidently assured of the stability of the existing arrangements and the futility of attempts to reverse them. In a report upon one of the concerted attacks alluded to, I specially brought to notice the evil account to which the presence of intriguing agents at the Presidency might be turned, by the means that were used to induce the people to join in the attack, in making them believe that it had been sanctioned from Bombay.

2d. In the family of the Thacor of Bhaonuggur there have been violent disputes about succession and maintenance, during which, on several occasions, disturbance in the district has been threatened by the assembly of armed followers. A younger son has sought to get the elder disinherited against all right and reason, or to secure for a maintenance a portion of the estate large beyond all reason. These disputes have been for some years fomented, and the animosity of the parties exasperated, by the proceedings of such Bombay agency. Even a special decision of Government in the matter has been treated as nought, its reversal being confidently hoped for. About five years ago, being in that neighbourhood, and hearing that the Parsee Dadabhaee Framjee (the man since turned out of the province for his bad character and malpractices) had been in communication with the Thakoor's younger sons, with the view to prosecute their objects in Bombay, I took occasion to warn them of the expensive futility of such agency, but to no purpose; and even after one of the sons has been decoyed to Bombay and swindled out of large sums of money, the pernicious impression you have alluded to still exists, and, indeed, seems ineradicable, as may be inferred from a letter I lately received on the subject, a copy of which is herewith enclosed. It bore the Bombay post mark of the 15th May last. The signature is, I doubt not, fictitious.

3d. When the Joonaghur affairs had been thrown into utter confusion in 1844 by the sudden and unexpected assumption of power by the Nuwab, then a minor, and the abolition of the Regency, it became necessary, in consequence of the youth and inexperience of this chief, and the great importance of the state of affairs in his territories with respect to the general peace of Kattywar, for the Political Agent to supervise the arrangements that were made for the management of the estate. These arrangements were made in concert with the Nuwab, and he expressed his fullest satisfaction with them. Busy intriguers, however,

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however, succeeded in prevailing upon the young Nuwab, on the departure of the Political Agent, to hesitate to carry out these arrangements, and he was preparing to subvert them. To enable him to effect this, agents were prepared to proceed forthwith to Bombay, a Mussulman adventurer, related to Meer Surfuraj Alee, of Baroda, being the leader. A very heavy mohsul, however, confounded both the Nuwab and the intriguers; and the Political Agent's arrangements, already approved by Government, were carried out, and this important state saved from utter confusion, from which perhaps it would not have recovered itself, and would have extended evil consequences into other states of Kattywar.

4th. Very lately, as I have been informed, an agent has been despatched by the Nuwab to Bombay to support him in proceedings in which he has been long and consistently striving by violence, in the mere insolence of greater power, to encroach upon and usurp parts of the neighbouring territory of Poorbunder, in which he is now obstinately persisting against all right and reason, and in direct and open opposition to the Political Agent's authority. Whether he has or has not so deputed an agent agitator to Bombay, the report that he has done so equally indicates the existence of the impression in Katteewar, alluded to in your letter under reply.

Poorbunder Affairs.

5th. In Poorbunder, the estate of the late Soonderjee Verjee, one of the most respected and most wealthy merchants of the place, has been kept wholly unsettled for more than five years, in consequence of this Bombay agency. The estate has been consequently materially damaged, of course, as there were very large sums of money outstanding to be recovered, and a profitable business required promptly to be carried on by some representative. The desired objects would, I doubt not, have been attained through the Rana so as to give satisfaction to the respectable inhabitants but for the interference of Bombay agents, which excited unreasonable hopes in one of the contending parties, and took away all confidence in his own authority from the Rana, who became, and still continues, wholly afraid to take any step whatever without our special sanction. The Rana has told me that the townspeople taxed him with his not compelling a settlement, as he would do in any other of their cases, remarking that he is afraid of what the people in Bombay will do. The Rana added, that hereafter his people will be disposed to disregard his authority, and go to Bombay to embarrass him in the disposal of Poorbunder matters that should be settled by himself alone. In this case, until lately, the intriguing agent preventing a settlement was the Parsee Dadabhaee Framjee, above-mentioned, who was employed by an elder widow in possession of all the property; and his expulsion under the authority of our Government had led me confidently to hope that all would now be arranged easily by the Rana, since the younger widow had before become disposed to accede to terms that would have satisfied all parties. But in the meantime she had followed the successful example of the elder widow, some one having succeeded in raising her hopes, through the Bombay agency system to which she has resorted, and she now proclaims her expectation of having things arranged her own way; so the Rana's attempts at effecting a settlement have been again frustrated, and matters remain *in statu quo*. The evil effected in this matter is not to be measured by the extent merely of the private family affairs to which the intriguing had more direct reference, though this in respect to the place and the family is very great. One of the most respectable mercantile houses, indeed, has been dwindling away for want of settlement of the estate of the late head; relations have been kept out of their just claims, several lacs of rupees. From the same cause, many outstanding debts, out of which these claims should have been satisfied, will not now be recoverable. Bitter animosity between the relations has arisen, and increased with years, that might have been averted originally by a prompt settlement of the estate, and the town has been agitated by the disputes. Still worse, the Rana's authority, on which the peaceable and prosperous conduct of the affairs of his estate depends, has been checked and impaired.

Mangrol Affairs.

6th. In consequence of the dismissal of Hubeeb Khan, the Joonaghur minister, his friend and relative, Nooroodeen, the karbaree of Mangrol, who had been kept in power through his influence, was also dismissed. Of course, as usual, these men resorted to intrigues. The principal and immediate object of

Nooroodeen

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Nooroodeen being restoration to place, that of Hubeeb Khan, besides assisting his friend into place and influence that could afterwards be turned to his own advantage, had a more direct and immediately important object, the escape from a just settlement of his liabilities to the Nuwab. A pretended anxiety for a settlement of his accounts with the Durbar was Nooroodeen's declared ground of agitation. One branch of their intrigues was a conspiracy to accuse members of the Political Agent's establishment of bribery and corruption ; a mode of attaining their ends indirectly, either by frightening the accused into using their imagined influence for them, or by getting them supplanted in office by others more compliant, or merely by displaying their own power, by whatever means, in giving direction to the proceedings of Government and its agents, and causing them to exchange their servants. These accusations, as usual, were unsupported by proof; but the accusers, Hubeeb Khan and Nooroodeen, sent agents to Bombay to carry on their intrigues there, giving out boastingly that they would procure the reversal of the Political Agent's decision, either in Bombay, or by application to the Court of Directors, so powerful was to be their means and so extended their operations. Great trouble, inconvenience, and loss of much invaluable time, with proportional interruption of business, was caused in this agency, besides other collateral evils, by these proceedings of Hubeeb Khan and Nooroodeen.

Mudarsing mixed up in this conspiracy.

7th. Mixed up in this conspiracy, and as the tool of the more wily Hubeeb Khan and Nooroodeen, was a man named Mudarsing ; who, having formerly given evidence to convict his chief of infanticide, for which he was duly rewarded, has ever since endeavoured to procure unreasonable advantages in suits before the Political Agent. I mention his name merely to remark, that after the conspirator's agents had commenced their proceedings in Bombay, it was spread abroad that Mudarsing had received an answer (directly or indirectly from Government) to the effect that the evidence in his case had been sent for, and it would be investigated in Bombay. It was also given out soon afterwards that the Governor in Council had written to the Political Agent, directing him to get Nooroodeen's affairs in Mangrol settled immediately.

Mankhan and Dadabhaee Framjee implicated in this conspiracy.

8th. It may not be out of place to mention here, that one of the agents of these conspirators, who proceeded to Bombay, was a man of infamous character, a convicted thief, who had been a pander to a brothel, and had formerly been hired as the tool of some concealed intriguer to accuse the native agent of taking presents. This accusation, when investigated, proved obviously and impudently false. Another, who was in communication with the conspirators at Rajcote, while concerting their measures for the Bombay Agency, and proceeded to Bombay with their other agents, was the Parsee Dadabhaee Framjee. He had been engaged in Poorbunder as abovementioned, when the time and the schemes of the conspirators falling in with his own schemes, he arranged to provide a residence for the widow in Hubeeb Khan's family town, Kotiana, to which she was to be removed out of the jurisdiction of the Rana of Porebunder.

Cause of the impression.

4. With respect to the means of eradicating this pernicious impression, before any effectual means can be devised, it is necessary to advert to the causes to which such an impression is attributable. The principal cause, as I believe, which, if not originating, has confirmed the impression, is the manner and extent of receiving and disposing of petitions by the Right honourable the Governor in Council. Another cause, and that which perhaps originated the impression, I believe to be a vague notion of some extraordinary power that can be effected through persons connected with the Supreme Court. A third cause is the writing of letters to officers of the agency directly, or through their friends, by gentlemen in office in Bombay, on matters pending before the Political Agent. The effectual influence of the petitions, or of the agents of the Supreme Court, or of the letters, being supposed to be attainable by Bombay intriguing.

5. I will here recur to the proceedings of the Parsee Dadabhaee Framjee, in illustration of the mode by which such impostors deceive the people of the country. He gave out as he travelled, as specially reported in a letter written by me to the Political Agent in May 1845, that he was a wukeel of the Sudder Adawlut, and spoke of his great intimacy with high Government functionaries and

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and the influential parsees at the Presidency; and after he had been in communication with Hubeeb Khan and Nooroodeen, on the occasion of the failure of their conspiracy to oust certain members of the Political Agent's establishment, these conspirators gave out that they would send their agents to Bombay and employ an English barrister, &c. Afterwards this parsee, from jealousy, lost influence, or, in a spirit of slander, wrote gratuitously to the Political Agent, disclaiming all participation in the proceedings of the agents, asserting that they were prosecuting their objects through Juggunath Sunkerset. The agent of one of the great Ahmedabad merchants was asserted to be furthering their intrigues.

6. A remedy for the evil of letter-writing by gentlemen in office may perhaps be found in the issue of a public notice and prohibition of the practice; and the evil of letter-writing by gentlemen not in the office may be mitigated, and the practice itself checked, by prohibiting all notice of such letters by the functionaries to whom they be addressed, except to refer the writers to the petition-box. The ordinary false assertion that former petitions have been suppressed, is fully met by consenting to receive a petition in the Guzerattee language direct; but this petition should on no account have any preference as to time of reading or otherwise, but be put into the box, and afterwards taken up in its turn, and disposed of in the regular course of business. However indifferent may be the substance of such letters, the intriguing agents know how to turn to evil account the mere fact of any letters being so written, and suitors themselves are self-deceived by their fancied influence. Exaggerated notions of the power of agents connected with the Supreme Court will perhaps be corrected fully only by the increased intelligence and experience of the people; but so far as these notions might depend on the proceedings of such agents, of whatever class, in Kutteewar, they might be in some degree checked by withholding all official notice of these agents, and rejecting all direct applications from them, referring them to chiefs and their wukeels, and consistently requiring all proceedings whatever to be conducted in the Guzerattee language, in which the business of the country is transacted. Moreover, I beg to remark that it were expedient that no paper whatever from, or for, or on behalf of, or relating to, any party having business before the Political Agent, should be received and recorded that is not in the Guzerattee language. Of course, a correspondence with the public functionaries in neighbouring districts, and perhaps elsewhere, on cases pending before the Political Agent will be necessary, and it must sometimes be conducted in English; but it is very desirable that English shall be resorted to only when Guzerattee cannot so well accomplish the object of the correspondence. Correspondence in Guzerattee, while saving trouble, becomes at once a perspicuous record to the natives, and obviates all doubt and mystery. Suitors sometimes resort to the sending of petitions or letters in English, for the express purpose of producing an impression of their intimacy or influence; and under this veil of a foreign language they hesitate not to make false and exaggerated statements, that for very shame they would not have exhibited in Guzerattee. Whether the practice of receiving petitions by the Right Honourable the Governor in Council may be diminished, it will be for his Lordship to determine; it will probably be found that, in the case of most of these petitions professing to be appeals against the Political Agent's decision, no opinion can be formed but upon the grounds reported by the Political Agent, upon which his decision was formed, and that these grounds must necessarily determine the judgment of his Lordship. This consideration may perhaps suggest the rejection of some of these petitions, and other grounds for rejection may perhaps be found; perhaps all petitions might be rejected with advantage if not written in the language of business of the country to which they relate, except there be special reasons for receiving them. This might tend to correct in some degree vague notions regarding the power of agents connected or supposed to be connected with the Supreme Court, whose wonders are to be worked out under the mysterious veil of English, to which alone, as an instrument, considerable importance is sometimes absurdly attached.

7. I am induced to add, ere concluding, a few remarks on the evil attending the present mode of receiving and disposing of petitions against persons of the Political Agent's establishment, or even against the Political Agent himself or his assistants, is considerable. The petition may contain degrading calumnies; it

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may be anonymous, or bearing only a fictitious signature; it may be written, or nominally written, by one of character the most infamous; still, considerable importance is given to it by its being recorded, and (if in Guzerattee) translated, and formally referred to the Political Agent to be reported on, and by the inquiry instituted by the Political Agent accordingly, and his subsequent report. It may be that Government is informed that the petition is anonymous, or that its contents are false; still, the object of the intriguers is attained; they have exhibited a power that has moved the Government to inquire into charges affecting the character of the accused; they have caused these charges to be put on record, and assuredly somewhat of them, through the proceedings of the intriguers, will continue to stick to the accused; for even if the petition be not publicly read, the fact of the inquiry after the writer concealed under a fictitious name will afford opportunity to the intriguers to disseminate their own version of its contents, though no one of the Political Agent's establishment should reveal them. It is the policy of the knavish wukeels and karbarees to keep up by every means in their power an impression of the efficacy of bribery, because monies placed in their hands for bribes are, of course, easily retained; and should the impression of the efficacy of bribery kept up by these men cause offers of bribes to reach the natives of the Political Agent's establishment, men of integrity are likely to be corrupted by these offers who never would have invited them, nor would the tempting offers have been made but for the impression of their probable efficacy, caused by these designing intriguers.

8. The following are suggestions for at least diminishing the evil caused by these calumniating petitions. First, that no petition whatever be translated or recorded before it be clearly ascertained who is the writer of it; and if the writer do not come forward after the assumed name be called out twice in open kutcherry, at the interval of one week, that the petition be publicly destroyed in open kutcherry. That no such petition whatever be openly read or exhibited to be read until the writer come forward, that it be then treated as a regularly recorded accusation, and that such proceedings as the case suggest be instituted thereon, and the accused be put on his defence, having a copy of the accusing petition or charges against him furnished to him as soon as expedient. I will remark, in passing, that no delay should be allowed in furnishing the accused with such copy without special reasons, since such delay would certainly be taken advantage of by a false accuser to perfect his schemes for the ruin of the accused, who remains in the meantime confounded and helpless, and unable to counteract the machinations of villany; his character suffering seriously, however innocent, in proportion to the length of time he may be kept in degrading suspense. The accuser should now be required to prove his accusations, and if he fail, he should be subjected to some punishment, severe in proportion to the greater evil of such false accusations in Katteewar than in a country under established laws, through which redress may be had by the calumniated against false accusers and conspirators through the courts. In the Company's districts the terror of a prosecution and its consequences deters from conspiracy and libel, which at once blast the reputation of individuals or of whole establishments, and reflect an injurious effect on the public morals. In Katteewar the accused have no means of redress through the law, and can look only to the Government to do that for them direct which the Government has deemed it necessary to be done, under its own rule, by the law. At present any man, however notoriously infamous he may be, instigated by his own mere effort to come into notice, though by the villanous means of slandering some one in office, or put forward as the tool of some more designing knave, may record the foulest calumnies against any individual with perfect impunity, causing incalculable trouble, taking so much from the time and attention of the Political Agent that is required for the disposal of business of suitors who are looking impatiently in vain, for want of that very time and attention so perverted. Party feeling and cabals in the establishment, moreover, must always be the fruit of these proceedings, and the impression of a corrupt establishment is extended and confirmed; the formal acquittal of the accused cannot stop the extension of this impression, the false accuser easily finds means to make this a ground of further and higher accusations, while this impunity seems in the eyes of the people of the country to countenance their truth. He now becomes the ill-used person; the Political Agent has denied him a fair hearing; has thwarted him in his attempts to prove his accusations; and,

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and, in fact, wholly prevented his doing so by his partiality for his favourite subordinates.

Agitation tends to increase bribery.

9. The investigation of cases of accusation of bribery and corruption, it is of course impossible to avoid, but it is probable that in every case, even when the accusations be true, and lead to conviction, the evil attending and resulting from such investigations outweighs the good, much more in all other cases. Bribery will be cured by the growing intelligence of the people; that will prevent their being duped; by the introduction of laws in the place of the will and discretion of individuals, by the substitution of fixed salaries in place of other modes of remuneration by the chiefs, and by increasing the power, personal responsibility, and salaries of the natives of the Political Agent's establishment, so that they shall dispose of much of that business that is at present overwhelming to the Political Agent. But in the meantime, bribery and corruption will perhaps be extended and increased by frequent agitations of the subject, in a country where a universal interested agency has the will and the power to keep up a belief in its efficiency. Prosecutions of its servants or others by Government, and proclamations of its views and sentiments generally, or in particular cases, will exhibit its own purity of intention, but co-operate to confirm the impression that these agents would keep up. Nor do acquittals, as before suggested, in a country so circumstanced, tend to eradicate this impression, especially when the accuser escapes with impunity; the people may easily be made to believe, notwithstanding the exhibition of public notices in our kutcherrees and the distribution of circulars in the country to the contrary, that the impunity of the accuser is proof that the Government sees ground enough to justify the accusation. The fear of punishment in the case of failures of proof might indeed occasionally prevent persons accusing of instances of corruption, true, but of doubtful proof; instances not provable would be best never heard of, and the risk of concealment of provable instances might be diminished by rewarding those who adduce proofs, according to the condition of the person and the circumstances of the case; in particular, members of the Political Agent's establishment might be with advantage encouraged with public favour and praise, and with suitable promotion, as opportunity serve, to outweigh the odium of revealing the misdeeds of others, assuming as a rule, with good policy, that their motives are pure, and treating them as contributors to the public good.

I shall send this letter through Major Lang, who is on the eve of returning to Katteewar, in order that you may receive with it any remarks that his greater experience may suggest.

I have, &c.
(signed) *Henry Aston*,
First Assistant Political Agent in Charge.

Katteewar Political Agency,
Camp, Porebunder, 15 June 1850.

Forwarded to Mr. Chief Secretary *Malet*, dated 15 June 1850.

Captain *H. Aston*, First Assistant in Charge Kattewar Political Agency, Rajkote.

Sir,

As I can no longer refrain from bringing the following transactions to your special notice, I beg leave to do so, trusting to your honour and integrity for the close retention of the secrets of this communication.

It might be known to you that the present old Raja of Bhaonuggur has a grandson, the rightful heir to the Gadee, and a young son by his last marriage. The mother of this lad, having failed in all her schemes to secure the Gadee for him on the demise of his father, at last thought proper, through the persuasions of some of her private carbarees, to send for Mr. Leech (an European attorney) to Bhaonuggur. This individual, on being made acquainted with all her wishes, assured her and her carbarees in the most positive manner, that as he had great influence with all the consequential gentlemen at the Presidency, he would not only get her son proclaimed heir and successor to the Gadee, but also as the rightful lord and proprietor of all those villages which she had purchased, and others which she had obtained by way of mortgage, &c. These and all other property in her possession should by right be considered as belonging to the reigning Raja, for all the money expended on them belonged to the State. Notwithstanding all this, Mr. Leech, who was perfectly aware of the final arrangements that had been effected by the Political Agent at Rajkote, with the knowledge and consent of the Raja in respect to his successor, and the disputes which had subsisted among his family, continued to invigorate the old lady and her ignorant carbarees with grand hopes of success in all their desires, which stimulated them to such a degree that they made no scruples in acceding to the proposals of the clever attorney, who received from the lady, at his last interview, a pair of thick gold thorahs of the value of 3,500 rupees, one handsome saddle horse, and 20,000 rupees in cash, in part payment of 1,25,000 rupees. The remainder was, according to engagement entered into between them, to be paid to him on the completion of the business in question. Mr. Leech's factotum gave them to understand that the best part of the money he had received in advance he would be obliged to make over to one or two individuals at Rajcote, &c., in order to secure their aid and support in their cause. This might have been mentioned with the view to show that Mr. Leech would retain but a very small portion of the specie for his own use. On his return to Bombay this clever gentleman prepared a strong memorial and submitted it to the Right honourable the Governor, representing, as we have been given to understand, the great injustices done to the surviving son of the Raja by the recent arrangements of the British Government, and giving his reasons why they should be revised, &c. This is according to the report that has been afloat at Bhaonuggur and Bombay. It has also been circulated throughout those places, that immediately on the receipt of this famous memorial, the Right honourable the Governor in Council ordered it to be forwarded to the Political Agent at Rajcote for his speedy report on the different subjects complained of, and that on its arrival the required revisions would be made in favour of the son of the Raja. It has further been circulated by Mr. Leech and his dependents, that some private letters having been obtained from your intimate friends at Bombay, they had been sent up to you by post, requesting your assistance and support in recommending the proposed arrangements in favour of the Raja's son. These rumours and reports are so hurtful to the feelings of the old Raja and his grandson, and so very injurious to their cause, that I have been induced to lay these facts before you, with a particular request that you would see the necessity of satisfying yourself as to their correctness or otherwise, and more particularly as to whether Mr. Leech has had anything to do with the lady in question on the subjects specified above. It is also solicited, that on your being satisfied of the truth of my statements, you will in justice to the old Raja and his grandson, be pleased to take some steps to deter Mr. Leech and his dependents from again using improper means of extracting money from her, or from having anything further to do with any of the females in particular belonging to the Raja and his relatives, &c., which would be the means of preserving peace and quietness among them, and enabling the Raja and his dependents to act up to the commands, as also to the friendly advices of the British Government and its representatives on all matters connected with the internal and external affairs of the state of Bhaonuggur; and this would redound to the honour and credit of the English Government. Sir, if you make this letter public, I shall have to suffer the consequences thereof, for under present circumstances the old Raja an his grandson shall not be able to protect me from the power of the old lady, who does everything as she wishes, and the Raja is unwilling to disoblige her in anything for fear of being poisoned to death. These are, further, facts known to all Bhaonuggur, consequently I humbly beg you will have the goodness to act prudently in the business, and thus save me from entire ruin and disgrace. Please make no inquires about me. If you should but go to Bhaonuggur and make private inquiries about the sayings and doings of Mr. Leech, you will be fully satisfied as to the truth of the information contained in this epistle. The Raja and his ministers are quite sure that Mr. Leech, combined with all the barristers and attornies of Bombay, would not be able to obtain any revision in the arrangements effected by him (the Raja) and the British Government in respect to his successor, &c. I here beg to assure you, Sir, that nothing but fear of the old lady has deterred him from personally complaining against the conduct of Mr. Leech to the Bombay Government.

I remain, &c.
(signed) *Virjbookund Juveree.*

(True copy.)
(signed) Henry Aston.
First Political Agent in Charge.

No. 6889. **Minute** by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*.

To be considered on receipt of the rest.

(signed) *J. P. Willoughby.*
D. A. Blane.

16 August 1850.

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No. 9028.

Extract Bombay Political Consultation, 30 October 1850.—Cons. No. 80.

No. 330 of 1850.—Political Department.

From Major *Lewis Brown,* Political Agent in the Rewa Caunta, to *J. G. Lumsden,* Esq., Secretary to Government, Bombay.

Sir,

I BEG to acknowledge the receipt of your circular letter, regarding kutput, under date the 15th May last, No. 2265, and calling on me to state whether I have any reasons for supposing the belief prevails generally, or amongst any particular class of persons in the Rewa Caunta, that "making kutput in Bombay" is regarded as a remedy under difficulties of whatever kind, such as the restoration to the service of a discharged Government servant, or release of a convicted criminal by intrigue, &c.; and if such a belief does prevail, what suggestions I have to offer as the best means of eradicating the system.

2. In reply, I beg to state, I have no reasons to suppose the belief does prevail in these districts. The people generally are too simple to suppose that, by means of any kind of intrigue in Bombay, the decisions of the Political Agent can be upset or superseded; but I am afraid that the native chiefs have occasionally been led to believe in the existence of such a system; though, as yet, fortunately no instance has occurred to confirm such a belief, except the following:

3. In 1845-46, the Raja of Rajpeepla was made to believe, by some intriguing persons, that his supposed grievances were to be redressed direct by the Government of India. The Raja was soon convinced of the deception being practised against him; but it is to be regretted that the parties who were fraudulently making use of the names of the high authorities of Calcutta were allowed to go unpunished, in consequence of the evidence against them not being quite complete, according to the opinion of the Advocate-general of Calcutta.

4. It is true, as supposed by Government, that, in some parts of the Mofussil, particularly Baroda, Kaira, and Ahmedabad, an impression prevails, that by "making kutput in Bombay," the decision of the local authorities can be altered. The cause of such a belief appears to be as follows: when the decision of the local authorities is altered by their superiors in Bombay, the people, who have neither means or penetration to discover the actual reasons that influenced the Bombay authorities, are made by the designing parties to believe that it was in consequence of some interest in Bombay the local decision was reversed.

5. Indeed there is little doubt that every decision of a local authority which is reversed, shakes the confidence of the Ryot in that authority, and increases the belief in the existence of kutput.

6. To eradicate the evil entirely and at once, I look upon as impossible. It can be only done gradually, even if that is possible. For this purpose, I would suggest that local decisions are reversed as little as possible. In order to secure this object, it is necessary the local authorities should exercise sound and deliberate judgement, avoid any appearance of prejudice or haste, pay strict attention to the forms and rules of their superiors, and take every pains to convince all parties concerned that their decision is actuated by fair motives of justice, and that it could not be subverted by any underhand means. At the same time, the higher authorities should always uphold the decision of the local authorities, so long as it does not interfere with the principle of justice. Some slight omission of forms, or some other trifling cause, should not be allowed to upset the just decisions of the local authorities. And in the cases in which they are obliged to reverse the local decisions, the full reasons thereof should be at once made known not only to the parties concerned, but, if possible, to the public at large, in order that their proceedings may not be misapprehended.

I have, &c.
(signed) *Lewis Brown,*
Political Agent.

Rewa Caunta Agency,
Baroda, 18 October 1850.

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No. 9028 A.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*.

RECORDED, pending the receipt of all the replies.

(signed) *J. P. Willoughby*.
D. A. Blane.

25 October 1850.

Extract Bombay Political Consultation, 4 December 1850.

No. 6710 of 1850.

No. 9981.

Transfer from the Judicial to the Political Department.

MINUTE, 9 November 1850.

ORDERED, that the letters noted in the margin* be transferred, in original, to the Political Department, in reply to the transfer from that department of the 15th May last, No. 2267.

(signed) *J. G. Lumsden*,
Secretary to Government.

No. 967 of 1850.—Judicial Department.

To the Secretary to Government, Bombay.

Sir,

IN reply to your circular letter, No. 2136, dated the 23d ultimo, I have the honour to state that the belief alluded to therein prevails very generally in this zillah, particularly amongst the Government servants.

I am unable to suggest any remedy to prevent intriguing; but when the decisions of local officers are reversed in Bombay, I would beg to propose that the superior authorities should invariably assign reasons in detail, in order that the local officers may learn in what way their decision was faulty, and on what ground it was upset.

I have, &c.
(signed) *A. K. Corfield*,
Acting Judge and S. Judge.

Conkun Court of Adawlut,
20 June 1850.

No. 17 of 1850.—Judicial Department.

To *James Grant Lumsden*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to your circular of the 23d ultimo, No. 2456 of 1850, I have the honour to report, for the information of Government, that I have reason to suppose that an impression similar to that therein alluded to is prevalent among some classes of the community here, as regards the Court of Suder Adawlut; but here it is thought that the object sought is to be gained by means

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* From the Acting Judge of Konkan, dated 20 June last, No. 967.
From the Judge of Surat, dated 6 June, No. 17.
Ditto - - ditto - - dated 28 June, No. 19.
From the Judge of Ahmedabad, dated 9 August, No. 400.
From the Acting Judge of Ahmednuggur, dated 5 August, No. 74.
From the Judge of Kandeish, dated 4 June, No. 307.
From the Judge of Dharwar, dated 11 July, No. 1112.
From the Judge of Sholapoor, dated 6 July, No. 240.
From the Acting Judge of Poonah, dated 25 May, No. 248.

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means of "sifarush," or the recommendation of influential persons to persons in power.

2. With regard to the means of eradicating this impression, the only suggestion I have to make is, that the greatest circumspection be exercised by the Judges and others connected with that Court in their private intercourse with individuals of the respectable classes of the natives of Bombay.

I have, &c.
Court of Adawlut, Surat, 6 June 1850.
(signed) *W. C. Andrews,*
Judge and Session Judge.

No. 19 of 1850.—Judicial Department.

To *James Grant Lumsden*, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to my letter of the 6th instant, No. 17, I have the honour to forward an original letter from Mr. J. R. Morgan, senior Assistant Judge at Broach, dated 26th instant, No. 151.

I have, &c.
Court of Adawlut, Surat, 28 June 1850.
(signed) *W. C. Andrews,*
Judge.

No. 151 of 1850.

To *W. C. Andrews*, Esq., Judge, Surat.

Sir,

WITH reference to your endorsement of the 27th ultimo, on circular letter No. 2456, of the 23d August (May) last, from Mr. Secretary Lumsden, I have the honour to inform you that from inquiries I have made, I am led to believe that an impression prevails here, but amongst no particular class of persons in particular, that by obtaining the interest of parties in power in Bombay any arrangement or act of the local officers can be defeated. To what extent, however, this impression prevails I am unable to state, having been so short a time in this station. I doubt any persons being found to come forward and openly avow that this is the case. I feel myself at a loss to offer any suggestions for the purpose of eradicating this impression.

I have, &c.
Court of Adawlut, Broach, 26 June 1850.
(signed) *J. R. Morgan,*
Senior Assistᵗ Judge.

No. 400 of 1850.—Judicial Department.

To *James Grant Lumsden*, Esq., Secretary to Government, Bombay.

Sir,

IN acknowledging the receipt of your circular No. 2456, of 23d May last, I have the honour to report that the result of my inquiries leads me to suppose that a belief in the existence of such a system as is therein described does exist in this zillah, and that it is, as in the Mahratta and Canarese districts, known under the name of "khutput."

2. The apparent facility with which information is obtained by parties concerned in cases appealed to Bombay (the result of the appeal or complaint being frequently known to them privately long before any official communication regarding it is received) has frequently surprised me, and shows, I think, the higher classes of natives in most, if not in all, large cities in the Mofussil, have friends or agents in Bombay, through whose influence they are able to obtain the earliest information on all subjects of local interest.

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3. This is doubtless generally known, and it is not to be wondered at therefore that a belief should obtain of their power to extend this to the attainment of the objects specified in your circular under acknowledgment.

4. The system is one upon which the records of an office are not likely to throw much light; but I have met with one recorded instance, which, as tending to prove that such a belief does exist in this zillah, I take the liberty of mentioning.

5. A sowkar of this city, by name Purshotum, was tried before this Court on charges of forgery and conspiracy, and convicted of the same. He was a trader of some consequence, being the owner of several shops, and well to do in the world, and amongst his own caste his case excited great commiseration. Referring to his case in a letter to the registrar of the Sudder Foujdaree Adawlut, No. 214, of 27 May 1846, my predecessor, Mr. Remington, writes, "The Nugur Sett Heemabhaee, told me of his own accord, when he came to register a bond a few days afterwards, that the trade intended to take the case up, and petition for a reversal of the sentence; and both on native and European authority I have it, that large sums have been remitted to Bombay to effect their object."

6. The belief in the efficacy of such a system is not likely to be altogether without foundation. The natives are not in the habit of parting with their money without due consideration, and unless they entertained reasonable hope of attaining the end desired, they would not risk it in Presidency intrigues.

7. As long as success is found to attend these intrigues, so long will the belief in their efficacy continue to exist in the Mofussil; and I am respectfully of opinion, therefore, that to be effectual, any remedy must have for its object to defeat their end by securing the deliberate and regular sifting and reporting of all matters referred to Bombay, whether in appeal or otherwise.

I have, &c.
(signed) *H. Harrison*,
Judge.

Ahmedabad Court of Adalut,
9 August 1850.

No. 746 of 1850.

To the Secretary to Government, Judicial Department, Bombay.

Sir,

In reply to your circular, No. 2456 of 1850, dated 23 May 1850, I have the honour to state that I have little doubt that an impression exists amongst a great portion of the native community, that by means of intrigues at the Presidency the arrangements of the local officers can be defeated or superseded, and that sums are constantly being sent to Bombay with the view to effect this object.

2. These sums, I imagine, find their way into the pockets of the employés in the different offices in Bombay, who are supposed to have influence with their superiors, and who of course, whether it be true or false, encourage the idea that favourable decisions are attainable through their means. Presents are also at times, I am led to believe, made to parties unconnected with the Government service who are reputed to be on terms of intimacy with the heads of departments at the Presidency, with the hope of securing their interest.

3. In thus giving utterance to my own belief on this point, I beg distinctly to state that I bring no charge against any individual or public body, and that of course I should be unable to prove the existence of the state of affairs I have described, though I am myself satisfied that it does exist.

4. The remedy for the evil adverted to lies in Bombay. Information not officially received, or at any rate not publicly placed on record, should not be allowed to influence official acts. Were this rule never deviated from by the central authorities, were support invariably accorded to the local officers except when their acts or decisions were shown to be palpably wrong, and were no reversals or alterations made without the reasons being distinctly assigned, the notion

notion now prevalent would soon be dispelled, and parties avoid an expenditure of money which they would find to be useless.

5. In the Judicial Department, I feel convinced that great and immediate benefit would be produced were the Sudder Adawlut obliged by law to furnish the subordinate courts with their reasons when they interfere with their decisions either civil or criminal. Except in appeals from regular civil suits, this is seldom done now, and the inferior tribunals, who are obliged to state in writing the reasons for their judgments or orders, are often left in ignorance of the grounds on which these judgments or orders have been set aside.

I have, &c.
(signed) *J. W. Woodcock,*
Acting Judge and S. Judge.

Ahmednuggur Court of Adawlut,
5 August 1850.

No. 307 of 1850.—Judicial Department.

To the Secretary to Government, Bombay.

Sir,

In reply to your circular letter, No. 2456, dated 23d instant, I have the honour to reply, that the result of the inquiries I have made leads me to believe that an impression prevails at this place, and to a certain extent pervades this zillah, in common with other parts of the Moofussil, that the arrangements of local officers are often defeated without adequate reason, by the suffering parties having friends to interest themselves in their behalf at the Presidency, and that, through the system of making "khutput" in Bombay, convicted criminals even occasionally succeed in effecting their release from gaol.

2. That this belief, whatever be its foundation, is injurious in its tendency, as calculated to shake the confidence of the ryots in the justice of the system by which they are governed, and thereby to deter them from complaining against Government officers, and other influential persons, cannot be doubted; indeed it is a natural result.

3. With a view of ascertaining on what basis this belief, more especially as regards the power of convicted criminals to effect their escape from gaol, rests, I have carefully examined the records of this Adawlut from the date of Khandesh being made a separate judgship, and the result certainly seems such as might possibly encourage the opinion at least that the wealthy and influential, and their friends, are more successful in obtaining the reversal of sentences passed against them than the poorer classes. Far be it from me to insinuate that this is the result of corruption or partiality; I will simply state a few facts as I find them, and leave the Government to draw its own conclusions.

4. Of the criminal cases decided in this Court from the date of Khandesh being made a Judgeship, till the 1st May last, I find 11 cases were forwarded to the Suder Court for confirmation, in one of which cases (No. 15 of the General Calender of 1849) only, the party convicted was a man of wealth and influence, being a Deshmookh; this one conviction was reversed, the other 10 were confirmed.

5. During the period above alluded to, 33 decisions in all were appealed against, of which 12 appeals were admitted and their cases reviewed; all the parties whose appeals were rejected are poor, and mostly of the lower castes; of the 12 cases reviewed under appeal, eight (Nos. 46, 58, 60, 71, 83, 64, 54, and 101, all of 1849) were reversed, and four (Nos. 86, 96, 108 of 1849, and No. 2 of 1850) were confirmed. In the eight cases reversed, the parties convicted were as follows:—Luxumon Oiah (case No. 46 of 1849), a late mamlutdar of this zillah; two Coombees (cases Nos. 60 and 83 of 1849), who committed perjury, and one of whom pleaded "guilty," in order to screen the said Luxumon Oiah. A wealthy Bora (case No. 71 of 1849) who committed perjury in order to screen a mamlutdar, charged with receiving a present, and

a Brahmin and a Coombee (case No. 58 of 1849), who instigated to commit perjury in order to screen from punishment for conspiracy the Luxumon Oiah before mentioned, and two other influential parties. In the remaining three cases (64, 54, and 101), the convicted parties were people of little influence, though none of them of the lowest classes of society.

6. I feel quite unequal to offer any suggestions as to the best means of eradicating the injurious belief above referred to; it may be wholly without foundation, and if so, education and a better acquaintance with our regulations and system of Government will, I hope, gradually remove it. Should it be found to be based to any extent upon truth, the Government, being once satisfied of this, will be better able to apply, than any local officer (entertaining doubt in the matter) can be even to suggest, a remedy.

I have, &c.
(signed) *R. Y. Bazett*,
Judge and Session Judge.

Khandesh Court of Adawlut, Dhoolia,
4 June 1850.

No. 1112 of 1850.—Judicial Department.

To *James Grant Lumsden*, Esq., Secretary to Government, in the Judicial Department, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2456, dated 23d May last, directing me to report whether I have reason to suppose that a belief in the efficacy of making khutphut in Bombay exists generally among the people here, or among any particular class of them, and to offer any suggestions that may occur as to the best means of eradicating it.

2. In reply, I have the honour to request you will inform the Right honourable the Governor in Council that it is beyond doubt that a belief does very generally prevail throughout this part of the country in the efficacy of making khutput in Bombay; and so congenial is that feeling to the native mind, that I fear it cannot be removed. I am credibly informed, but whether it is susceptible of proof or not, I cannot tell, that there are agents in Bombay from every part of the country to whom people write to make khutput for them. These agents, if my information is correct, are not men of consideration, and probably are not personally known to any of those in authority in Bombay, but they know those who have access to men in power, and whether the agents ever speak to their friends, or the latter ever speak to those in authority on the subject, does not signify, the clients are made to believe they do, and if they are successful there is then proof positive sent to the whole zillah that such or such an agent in Bombay has great success in making khutput. But if the petitioner himself happens to be known to those in power in Bombay, and proceeds thither to press his suit, and his journey be successful, however much he may have been injured, and however just the favourable decision may have been, he will, I fear, be more inclined to ascribe his success to khutput than to the triumph of right and justice.

3. We know how in the ordinary affairs of life one prophecy or dream coming true tends to confirm the belief of the superstitious, or how one cure by an empiric raises him to be a physician, and we therefore cannot be surprised when we know the love and admiration the natives have of intrigue and cunning, at the readiness with which they believe in the efficacy of khutput, or at the tenacity with which they may be expected to adhere to that belief.

4. If Government feel the evil to be very great, it will require and justify the application of a strong remedy; and the only means I see of checking it, so far as the belief of its being effectual in obtaining restoration to office of discharged servants is concerned, will be by Government making it a rule never to restore a discharged servant unless the injustice exercised towards him be so great that they feel at the same time called upon to punish the local authority by whom the act of injustice was committed. It might appear hard to cut off

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off from their inferior servants all appeal, unless they can show some positive misconduct on the part of their immediate superior; but still, if the evil to be suppressed is great, it hardly seems to be asking too much of Government to put so much confidence in the heads of the different departments in the Mofussul, guarded as it will at the same time be if Government visit with punishment any wanton abuse of it.

5. It will perhaps be more easy to remove the impression that convicted prisoners may be released by khutput, as that only affects our courts of justice, wherein, when the administration of justice is healthy, all acts should not only be public, but notorious; in this, notoriety might be gained by requiring the Sudur Adawlut to publish every week the whole of their decisions of the week before, together with the whole cases, as sent from the zillah. This, in criminal cases, might be done by publishing the Session Judge's proceedings, and the minutes and decisions of the Judges of the Sudur Foujdaree Udaulut, and in civil cases by publishing the Zillah Judges' decision or reports, and the minutes and decisions of the Judges of the Sudur Dewanee Udawlut thereon. If none of the numerous daily papers now published (to whom I should think so much matter would be a boon) chose to print them, it would not, I imagine, much increase the bulk of the "Government Gazette," if they were printed as a weekly appendix to it, the reports would be most valuable, and the effect would, I am convinced, be admirable. It would raise up something resembling a public opinion in this country; it would make the Zillah Judges more careful in their proceedings, and as the reports would be published immediately the decision was passed, it would prevent the Sudur Adawlut from being thought (what the absence of all public opinion leads to) an irresponsible court, or one responsible only to that most treacherous of all masters, individual conscience.

I have, &c.
(signed) *W. E. Frere,*
Judge, and Session Judge.

Dharwar Court of Adawlut,
11 July 1850.

No. 240 of 1850.—Judicial Department.

To the Secretary to Government, Bombay.

Sir,

I HAVE the honour to reply to your Circular, No. 2456, dated 23d May 1850. My short experience in this zillah scarcely enables me to speak with any confidence as to the prevalence of such a feeling as that referred to in regard to the efficacy of indirect means to obtain objects unattainable in the regular course of public business. It is too consonant to the disposition of the people of this country for its existence to be doubtful. I apprehend, however, that its extent will depend altogether upon the encouragement it meets with from success or otherwise generally attending such manœuvres as are alluded to. I have no means of knowing whether appeals from the decision of local officers in all departments of the State are more frequently affirmed now than formerly, but such information must be within the reach of, if not upon the records of, Government: and the result of an inquiry directed to this end, would perhaps show whether there were any grounds for the supposition that, backed by money payments, indirect influences can be brought to bear upon the highest constituted authorities. In the absence of such grounds, it seems to me that it would be only a fair conclusion that the feeling in question is not so prevalent as to amount to an evil of the magnitude which is apparently supposed.

Of the system of criminal jurisprudence established in this Presidency, it is, I believe, an acknowledged principle that the judicial officer before whom evidence is recorded face to face with the witnesses from whose mouths it is taken, is the best judge of the value of that evidence; and that the confirming or appellate authority is the best judge of the sentence to be passed. This principally applies, perhaps, to other departments likewise. A departure from it to any extent must indicate want of confidence in those charged with local authority, and lead to the inference either that the latter are not fitted for the responsibility

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responsibility devolving upon them, or that they are interfered with to an extent that is inconsistent with the public good. In either case, encouragement is lent to the idea that their decisions, even when just and right, are to be evaded.

Whether, however, the appellate jurisdiction is rightly exercised or not, and whether the right of appeal is abused or not, it does not appear to me that the latter should be restricted. If people find that money is thrown away in endeavours to carry a bad cause, they will cease to waste it.

In regard, therefore, to a remedy, it is my opinion that that lies with the authorities whom such an influence as the one under consideration is supposed to affect. Being forewarned of its existence, they must be forearmed against it. It cannot be treated as a crime that men make use of all the influence they can command in times of adversity. It is not considered one among ourselves to make interest for advancement, or for redress of real or imaginary injustice; yet this is "khutput," without the money payment, which the native of India as a matter of habit considers an essential part of the business.

I have, &c.
(signed) *W. H. Harrison*,
Judge.

Sholapoor Court of Adawlut,
6 July 1850.

No. 248 of 1850.

From *Robert Keays*, Esq., Acting Judge of Poonah, to the Secretary to Government in the Judicial Department, Bombay.

Sir,

In reply to your letter, No. 2456, of the 23d instant, I have the honour to report that the belief in the efficacy of the practice of making khutput in Bombay is, I have reason to think, very prevalent throughout the Mofussil, and I have often heard of parties sending large sums of money to Bombay to keep up agitation.

It is very difficult to suggest a remedy for this which will not interfere with appeal, but I am of opinion that the evil might be partially averted if Government placed greater confidence in its local officers, and refused to receive any petition except through the officer to whom it would, under the present system, be referred for report.

Local officers should be instructed to receive and forward such petitions with explanation, as quickly as possible; and the Government, being thus simultaneously placed in possession of both sides of the question, might dispose of it before intriguing parties could have time to endeavour to make interest at the Presidency.

I have, &c.
(signed) *R. Keays*,
Acting Judge.

Poonah Court of Adawlut,
25 May 1850.

No. 9982. Minute by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*.

Recorded, pending the receipt of the remaining replies.

(signed) *J. P. Willoughby*,
D. A. Blane.

13 November 1850.

Extract Bombay Political Consultation, 22 January 1851.

No. 269 of 1851.—Political Department.

No. 499. From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to the Resident at Baroda.

Sir,

I am directed by the Right honourable the Governor in Council to draw your attention to the Circular from this department, dated the 15th May last, No.

No. 2265, requesting information as to whether the impression prevails in the interior, that a reversal of the measures of the local authorities may be effected through the medium of what is termed "making khutput in Bombay."

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
21 January 1851.

Extract Bombay Political Consultation, 5 February 1851.

No. 14 of 1851.—Political Department.

No. 768.

From *H. L. Anderson*, Esq., Acting Political Superintendent, Kolhapoor, to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of Mr. Secretary Goldsmid's letter of the 15th May, No. 2265 of 1850, relative to the practice of making "khutput" in Bombay.

2. In reply, I have the honour to state that my own experience in Kolhapoor, and the information derived from the minister and other officers, together with a consultation of the records, have led me to the opinion that the practice has not extended yet to the affairs of this office. I may, however, mention, that in my own appointment under the Southern Mahratta Agency, I have observed in a few instances traces of the practice alluded to.

3. I am, however, of opinion that something of the kind must exist in some shape or other, under almost any Government, and especially under one constituted like Indian Governments. There are two prominent facts connected with the work of Government in India, which are calculated to produce the impression alluded to by Mr. Secretary Goldsmid. Great centralization in the mode of administering the Government, and great ignorance on the part of the general mass of the governed. Every petty intriguer knows that, however preposterous may appear a complaint, there is a tribunal in Bombay which will listen to and investigate it. He also is perfectly aware how easy it is to persuade an inhabitant of the Mofussil that a remedy can in some manner, direct or indirect, be obtained in Bombay for every complaint, however absurd.

4. The former of the facts here alluded to is the peculiar glory of British Government in India. I believe in no country in the world is the principle more fully carried out, that every man's complaint shall be investigated, and if necessary remedied. As, however, all good things must have some alloy of evil, I believe that it may lead to the impression among the ignorant, that khutput in Bombay is the great redresser of wrongs.

5. I would wish to be understood as only speaking according to my actual experience. As far as that is concerned, I can only say, that even in Belgaum, where I have observed what I thought traces of khutput (I allude particularly to the affairs of Jumkhunda), it has never been to an extent to embarrass me in the performance of my duties. But my experience, except as a subordinate officer, has been so brief, that I have felt considerable diffidence in offering an opinion on the subject, and am only now induced to submit the above few remarks, in order that the reference may not be left unanswered.

I have, &c.
(signed) *H. L. Anderson*,
Acting Pol. Superintendent.

Kolhapoor Pol. Superintendent's Office,
6 January 1851.

No. 769.

MINUTE by the Right Honourable the Governor, subscribed to by the Board.

RECORDED, pending the receipt of the remaining replies.

(signed) *Falkland.*
John Grey.
J. P. Willoughby.
D. A. Blane.

28 January 1851.

Replies of Officers under the Bombay Presidency on Khutput.

Extract Bombay Political Consultation, 28 April 1851.

No. 1557 of 1851.—Political Department.

No. 2658. From *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay, to Lieutenant-Colonel *James Outram*, C.B., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council, again to draw your attention to the circular from this department, dated the 15th May 1850, No. 2265, requesting information as to whether the impression prevails in the interior, that a reversal of the measures of the local authorities may be effected, through the medium of what is termed "making khutput in Bombay."

I have, &c.

Bombay Castle, 10 April 1851. (signed) *H. E. Goldsmid*,
Secretary to Government.

Extract Bombay Political Consultation, 7 May 1851.

No. 69 of 1851.—Political Department.

No. 3353. From Lieutenant-Colonel *James Outram*, C.B., Resident at Baroda, to *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 1557, dated the 10th instant, reminding me that Government have already expressed their desire to be furnished with my reply to your communication, No. 2265, of the 15th May last, calling for information concerning khutput.

2. In reply, I have the honour to inform you, that I have nearly completed the draft of my report on khutput, and that no time shall be lost after its completion in placing it in the copyist's hands.

3. I feel assured that the Right honourable the Governor in Council will pardon the delay that has occurred in transmitting my khutput report, when I call his attention to the fact, that since the receipt of your circular letter, I have been engaged in a series of most intricate and harassing investigations, the difficulties of which have been intensely aggravated by the belief, here universal, in the efficacy of "khutput made in Bombay."

4. The reports I have recently had occasion to transmit, illustrating the fact that not only the servants, but members of Government are, by the natives of Baroda, considered to be accessible to corrupt considerations, will, I trust, be deemed conclusive evidence that I have been neither idle nor indifferent to the subject to which my attention was called in your circular letter of May last. His Lordship will see from these reports that since my return from Egypt my time and best energies have been directed to a struggle with, and an exposure of, the baneful consequence of the prevalent belief in khutput, and that I have earnestly recommended certain measures as not only in themselves just, but indispensably necessary for the eradication of that dishonouring belief. But I should fail in my duty did I not explicitly state my opinion, formed neither hastily nor on insufficient data, to the effect that the belief in the efficacy of khutput made in Bombay will not be easily or speedily eradicated; it is too widely spread, too deeply rooted, and, in native estimation, too well supported by circumstantial evidence to be readily relinquished.

I have, &c.

Baroda Residency,
14 April 1851. (signed) *James Outram*,
Resident.

Replies of Officers under the Bombay Presidency on Khutput.

No. 3354.

No. 1901 of 1851.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Lieutenant *M. Battye*, Assistant Resident at Baroda in Charge.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, dated the 14th instant, No. 69, and to inform you that the report therein promised on the subject of what is termed making "khutput" in Bombay will be awaited by Government.

I have, &c.
Bombay Castle, 2 May 1851. (signed) *A. Malet*,
Chief Secretary.

No. 2266 of 1850.

No. 860.

EXTRACT from the Proceedings of Government in the Political Department.

Circular.

No. 2265 of 1850.—Political Department.

To

Sir,

GOVERNMENT has been led to believe that an impression prevails in some parts of the Mofussil that by means of intrigues at the Presidency, the arrangements of the local officers can often be defeated or superseded by the parties interested secretly obtaining the friendship of persons in power, who it is expected will, irrespective of right or wrong, interest themselves for the party soliciting their favour, and that by these means objects are attainable which, if left to be sifted and reported on in a deliberate and regular manner, could never be secured.

2. This species of intriguing is termed, in the Mahratta and Canarese districts, "making khutput in Bombay," and is stated to be regarded as a remedy under difficulties of whatever kind. It is even held to be considered as effectual in obtaining the restoration to place of official servants who, for incapacity or dishonesty, have been discharged from the Government service, and to be even capable of effecting the release from jail of a convicted criminal.

3. A belief in the existence of a system of this nature is calculated greatly to embarrass the officers of Government, and to undermine the confidence of the ryots in the justice of the system by which they are governed. I am, accordingly, directed to request that you will have the goodness to report, after making any inquiries you may deem requisite, whether you have reasons for supposing that any such belief prevails generally, or amongst any particular class of persons within the limits of your charge, and if so, that you will offer any suggestions that may occur to you as to the best means for eradicating the same.

I have, &c.
Bombay Castle, 15 May 1850. (signed) *H. E. Goldsmid*,
Secretary to Government.

MINUTE, 15 May 1850.

ORDERED, that a copy of the foregoing circular be transferred to the Revenue Department; that a similar call may thence be made on the authorities under that department, the result being communicated to the Political Department.

(signed) *H. E. Goldsmid*,
Secretary to Government.

Replies of Officers under the Bombay Presidency on Khutput.

Circular.

No. 4138 of 1850.—Territorial Department.—Revenue.

No. 8061. To all Collectors of Land Revenue (except Bombay), Collector Continental Customs and Excise, Superintendents of Surveys, Settlement Officer, Poonah Agent at Colaba, and Inam Commissioner, Dr. Gibson, and the two Claim Commissioners.

GOVERNMENT has been led to believe that an impression prevails in some parts of the Mofussil, that by means of intrigues at the Presidency, the arrangements of the local officers can often be defeated or superseded by the parties interested secretly obtaining the friendship of persons in power, who it is expected will, irrespective of right or wrong, interest themselves for the party soliciting their favour, and that by these means objects are attainable, which if left to be sifted and reported on in a deliberate and regular manner, could never be secured.

2. This species of intriguing is termed in the Mahratta and Canarese districts, "making khutput in Bombay," and is stated to be regarded as a remedy under difficulties of whatever kind. It is even held to be considered as effectual in obtaining the restoration to place of official servants, who for incapacity or dishonesty have been discharged from the Government service, and to be even capable of effecting the release from gaol of a convicted criminal.

3. A belief in the existence of a system of this nature is calculated greatly to embarrass the officers of Government, and to undermine the confidence of the ryots in the justice of the system by which they are governed. I am accordingly directed to request that you will have the goodness to report, after making any inquiries you may deem requisite, whether you have reasons for supposing that any such belief prevails generally, or amongst any particular class of persons within the limits of your charge, and if so, that you will offer any suggestions that may occur to you as to the best means for eradicating the same.

(signed) *H. E. Goldsmid,*
Bombay Castle, 20 May 1850. Secretary to Government.

No. 4139 and 4140.

COPY to be sent to the Revenue Commissioners of the Northern and Southern Divisions, with a request that they will answer the reference from their own observations and experience; the replies of the collector will be sent direct to Government.

(signed) *H. E. Goldsmid,*
Secretary to Government.

No. 706 of 1850.—Territorial Department.—Revenue.

No. 8654. To *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter (No. 4138 of 1850), dated 20th May 1850, stating that the Government had been led to believe that an impression prevailed that by means of intrigue at the Presidency the arrangements of local officers can often be defeated and frustrated by persons secretly obtaining the friendship of persons in power, and that this species of intriguing was termed in the Maratha and Canarese districts of "making khutput in Bombay," requesting to know whether I had reason for supposing that any such belief prevails generally within the limits of my charge, and that I would offer any suggestions that may occur for eradicating the same.

2. In reply, I have the honour to inform you, that the impression above alluded

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alluded to is universal amongst both Europeans and natives; it is alluded to in para. 4 and 11, of my letter in the Judicial Department, dated June 12th, 1846, and in other parts of the correspondence I had with Government, particularly in my charge of malversation against Mr. Simson.

3. I think a Committee should be at once appointed to inquire into this pernicious system, when I shall be very glad to give my evidence; excepting under such protection, I do not wish to make assertions which I might be called upon to prove in the face of a system which is regarded as a remedy under difficulties of whatever kind, which is even held to be considered as effectual in obtaining restoration to place, and even capable of effecting the release from gaol of a convicted criminal.

4. I have come to the opinion that the loss of the cotton trade, together with the increase of intemperance, and the impossibility of improving either the character or condition of the people of this Presidency, arise from the system to which you allude, for as long as the officers of Government are embarrassed, and the ryots' confidence in the justice of the system by which they are governed undermined, it is not possible to suppose any amendment can take place.

5. I have, as you are probably aware, already petitioned the Supreme Government for a Committee to inquire into very nearly the same facts as those which I am informed by your letter under reply, the Government are led to believe are credited in some parts of the Mofussil. I cannot, therefore, too strongly urge the necessity of a strict investigation into the subject.

6. I fully believe myself to have been ruined by this system of "making khutput in Bombay;" it is of every-day occurrence, or at least believed to be so, and I can only therefore trust that the Government, having noticed the fact, will not, as in the case of pecuniary embarrassments of public servants, add to the injurious effects of such a system by neglecting to institute the most searching investigations. My evidence is perfectly ready, and I think I can adduce some facts to prove that the Government have been very correctly led to believe the system of intrigue alluded to by you, exists to the extent and to the results indicated in your letter under reply.

7. A public investigation, with the publication of the evidence taken, would, I think, alone induce individuals to come forward; anything short of that will only tend to confirm the system, which is already mischievous to a degree to which the police abuses in Calcutta afford no parallel. I was openly assured, when I arraigned Ardasher Dhunjeeshaw Bahadoor, that his influence (khutput in Bombay) would be too much for me, and that I should be ruined; he could suppress evidence, or create it, by the mere assertion of this khutput, whether it existed or not; but it did exist, as I shall be prepared to state and prove one such case, so successful and glorious to one party, and so ruinous and disastrous to the other, in the face, as the world knows but too well, of the justice of the cause, is quite sufficient to strengthen, if not establish a system of the kind; the belief in it is, however, quite universal, and to doubt it, and to act as if it did not exist, incurs only the feelings of pity and contempt.

I have, &c.
(signed) *R. D. Luard*,
Coll. of Continental Customs,
and Excise.

Tanna Office of
Coll. Cont. Customs and Excise,
25 May 1850.

No. 1278 of 1850.—Territorial Department, Revenue.

No. 9012.

To *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your circular, with your memorandum No. 4139, of the 20th instant, addressed to all collectors, relative to the existence of certain intrigues at the Presidency, through which arrangements of Mofussil officers are often defeated, and by which much detriment is supposed to be occasioned both to the interests and character of our Government.

2. In

Replies of Officers under the Bombay Presidency on Khutput.

2. In reply to this delicate inquiry upon which you call upon me to state my experience, I most respectfully beg to be considered as having only surmised the observations I may make, and as by mentioning names I might be doing an injury to persons whose reputation may be most unjustly aspersed, and thereby very properly lay myself open to a prosecution for libel, I shall content myself therefore with hinting a few remarks, which I believe are generally current through the country.

3. In the Southern Mahratta Country, I have frequently heard from natives and European missionaries, who converse freely with the inhabitants of the country, that no wealthy man could be brought to justice, and that if so, and convicted, his punishment would hereafter be remitted.

4. There is an idea (doubtless erroneous) amongst natives, that if a party can afford to entertain an European vakeel or pleader, he will carry his case.

5. I was upon one occasion told by a native judge, that it was usual for every Sudder Ameen and moonsiff to fee the visiting Judicial Commissioner's sheristedar.

6. The same or similar (no doubt unjust) reports I have heard freely discussed in Goozerat and other places.

7. I will mention a circumstance, as (to the best of my recollection) it was told me on my recent tour in Goozerat by an European officer, who, being a party concerned, might probably have taken a wrong view of the case.

8. There was a functionary, whom I will call a native judge, who passed a decree, and some days afterwards recalled his judgment, and altered it. It was believed he did this without any bad intentions, but his European superior, who might have been a zillah judge, hearing of the circumstance, reported the matter to his superiors at, I believe, the Presidency, and recommended that he should be severely fined for his indiscretion, and reprimanded.

9. The superiors would not consent to this lenient punishment for so great an offence, but directed the native subordinate to be put on his trial; he was, and on his trial he shifted his former defence of indiscretion, and attempted to deny the act. He was consequently dismissed the service.

10. This native functionary, it is said, then immediately proceeded to the Presidency, taking with him hoondees and money to a large amount, and was reinstated in his office by the superiors, who, in the first instance, refused to allow a lenient punishment for the indiscretion, after he had been convicted of the fraud.

11. I have heard of a mamletdar saying, in his kutcherry, that he had got one collector removed from a district, which would be the fate of a certain assistant if he gave him trouble. But I dare say it was a malicious report, invented by his carkoons.

12. Many little anecdotes of the above description are, I apprehend, related by rustic politicians at the village chowree; and, judging from the anonymous petitions I sometimes receive, insinuating instances of undue influence, I am constrained to say that my private opinion is, that there is an invisible power, or may be superior wisdom, at the Presidency, which takes a very different view of a matter than that which it bore in the Mofussil. I believe also, from Dharwar to Ahmedabad, that this erroneous impression is entertained, and that missionaries who intermix and associate with natives have also more or less imbibed it.

13. Human nature, I would respectfully observe, as human nature, is not infallible; and, without intending to calumniate natives, it might be asked whether it is reasonable to expect that one or two carkoons, annually in company with a Judicial Commissioner taking the same tour, will not occasionally give a little colouring to a case.

14. I would venture to suggest that no native sheristadar should take the same tour two consecutive years with a Judicial Commissioner.

15. That a Judicial Commissioner should hold his court and take petitions in the Zillah Judges' open court.

Replies of Officers under the Bombay Presidency on Khutput.

16. That no native or European authority should be allowed to accept fish, fruit, sugar, &c.; and that all presents (if presents need must be) should be confined to flowers. Trifling presents of this description, I am sensible, weigh nothing with an European officer, but are viewed differently by natives; and when received from one, lead others to think it is a compliment which should not be omitted.

17. I have not touched upon one subject, the debts of functionaries; but I cannot imagine how one party can refuse an ordinary favour to another who holds the power of casting him into gaol, and ruining him at his pleasure. The orders on this subject in the Mofussil should be enforced at the Presidency.

18. I have heard that certain opulent and respectable natives have great influence in the patronage of offices, and it is said they receive fees for exerting themselves in favour of a party appealing to a higher authority at the Presidency.

19. It is no uncommon thing for Mofussil authorities receiving applications in favour of district servants, with request to alter arrangements officially made from influential parties at the Presidency.

I have, &c.
(signed) *A. N. Shaw*,
Revenue Commissioner, N. D.

Revenue Commissioner's Camp,
Khandalla, 24 May 1850.

No. 497 of 1850.—Territorial Department, Revenue.

To *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

No. 9013.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 4138, dated 20th instant, drawing my attention to a system of intriguing called "kutput in Bombay," and directing me to report, after making any inquiries I may deem requisite, whether I have reasons for supposing that a belief in the existence of such a system exists generally, or amongst any particular class of persons within the limits of my charge, and if so, to offer any suggestions that may occur to me as to the best means for eradicating it.

2. I venture, in reply, to submit my opinion, that a belief does exist in the minds of the wealthier portion of persons in this collectorate, chiefly those connected with the Sirdar and other landed estates, of the efficacy of private influence in Bombay, in procuring the reversal of decisions passed here.

3. It is, however, easier to point out the existence of this belief than to suggest the means for counteracting it, for it seems to me to be connected with that honest freedom of action, between which and mere intrigue it is almost impossible to draw the line. I may, however, observe, that all the officers of Government are supposed to have enough in the division of official labour to employ them fully in their own offices, and as they ought all to be animated by the one great desire of advancing the public service, and since, again, it is evident that in occupying himself with what does not concern him, one public officer must not only waste his own time, but also run the risk of seriously embarrassing the exertions of another, it may be advisable for Government to caution them against lending an ear to the representations or complaints of parties who may privately endeavour to interest them in public questions unconnected with their own duties.

I have, &c.
(signed) *H. W. Reeves*,
Collector.

Belgaum, Collector's Office,
28 May 1850.

No. 2,743 of 1850.—Territorial Department, Revenue.

To *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

No. 9041.

Sir,

I HAVE the honour to acknowledge the receipt of your Circular of the 20th instant, No. 4138, and to state that I have long been aware of the "impression" on on the native mind, alluded to in your first paragraph, that the "species of intriguing" in Bombay, described in your letter, is the effectual antidote against the practices of the Government officers in the interior.

2. Among a people who so dearly love intrigue as the natives of India, nothing can be more difficult than to get rid of such an idea. It is quite in accordance with the native systems of Government, in which bribery and corruption are all in all; and though Europeans pride themselves on their superior integrity, the natives generally do not, so far as I have seen, believe them to be generally incorruptible.

3. There have been times when sufficient caution was not observed at the Presidency, in the intercourse of various official characters with natives who visited it on matters of business, and when the consequences of those visits favoured the general "impression" alluded to in your letter; as an instance, I beg to refer to the third and following paragraphs of Mr. Hart's report, dated 20th February 1847, forwarded to Government with mine of the 26th November of that year (No. 2911).

4. But even when nothing really occurs at the seat of Government to encourage the belief that intrigue and private representation will avail to thwart the ends of justice, the agents employed for these purposes in Bombay persuade their employers that to their visits to certain influential characters they must attribute either the favourable completion of their business, or that it did not terminate more unfavourably than it did.

5. Acts which Europeans treat as mere matters of courtesy are, either through ignorance or design, magnified into proofs of consideration and deference, or explained to imply promise of favour and protection. A native in the Belgaon collectorate of very inferior rank, once produced before me, in a civil suit (as a sort of patent of nobility), an invitation to a public ball at Parell. This he had obtained through the influence of a native friend at Bombay, and he endeavoured to prove by it his position in society, which however was sufficiently well known at Belgaon to prove that he owed his invitation to the absence of similar information at Bombay.

6. For the purpose of eradicating such a belief, I can offer no "suggestions" but such as will occur to every mind of ordinary reflection, viz., that in holding intercourse with a people of a very low standard of integrity, and who are always ready to take or to offer a bribe in any or every shape, the greatest circumspection is necessary both in receiving visits and in accepting favours; nor should this caution be limited to visitors from the interior, for some natives in Bombay have the credit of using their influence very extensively in favour of those who are not possessed of European friends and acquaintances at the seat of Government.

I have, &c.
(signed) *E. H. Townsend*,
Revenue Commissioner, S. D.

Revenue Commmissioner's Camp,
"Nehr," 31 May 1850.

No. 16 of 1850.—Territorial Department Revenue.

No. 9243.

To the Secretary to Government, Bombay.

Sir,

I HAVE to acknowledge the receipt of your circular letter, No. 4138, of the 20th ultimo, informing me that Government has been led to believe that an impression prevails in some parts of the Mofussil, that, by means of intrigues at the Presidency, the arrangement of the local authorities can often be defeated or superseded by the parties interested secretly obtaining the friendship of persons in power; and directing me to report whether or not I have any reason to suppose that such belief prevails, and to offer any suggestions that may occur to me as to the best means of eradicating it.

2. In reply, I have the honour of stating that the impression described in your

your letter is very prevalent in the Deccan, particularly in the Poonah zilla. It is generally believed that any decision, however much opposed to recorded evidence, may be obtained by private interest.

3. Where cases are decided upon their recorded merits, there can be no good ground for such belief, but in order to obviate erroneous impressions, I think it is very desirable that the grounds on which the proceedings of inferior officers are annulled, should be distinctly stated and explained to the parties concerned. While the reasons on which decisions are founded are withheld, misapprehension will, in my opinion, always prevail.

I have, &c.
(signed) *J. N. Rose*,
Commissioner for Claims on Transit and other Duties, S. D.

Poonah, 3 June 1850.

No. 383 of 1850.—Territorial Department, Revenue.

No. 9244.

From *E. C. Jones*, Esq., Agent at Colaba, to *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay.

Sir,

In reply to your circular, dated 20th ultimo, No. 4138, I have the honour to inform you, that I believe the practice of personally proceeding to Bombay, to complain of real or imaginary grievances, arising from the decisions of the Mofussil officers, is very common. I think there must be a set of people in Bombay on the look-out for such petitioners, who persuade them that the only chance of success is to leave the matter in their hands with a consideration for their trouble; and should this have been successful in a few instances, it is easy to account for a belief arising among natives, that a similar process will always succeed, whether the grounds of complaint be just or unjust, and it is to the interest of the agent in Bombay to foster such a belief.

2. I regret that I have no information to give you on this subject, as none is to be gained by questioning the natives, and I have never myself detected that any undue influence has been exerted in cases of reference between Government and this Department.

I have, &c.
(signed) *E. C. Jones*,
Agent at Colaba.

Agent's Office, Alibagh,
4 June 1850.

No. 327 of 1850.

Nos. 9458 & 9459.

From *J. D. Inverarity*, Esq., Collector of Sholapoor, to *H. E. Goldsmid*, Esq., Secretary to Government in the Teritorial Department, Revenue, Bombay.

Sir,

I have the honour to acknowledge the receipt of your letter, No. 4138, of the 20th ultimo, calling upon me to report whether I have reason for supposing that a belief prevails generally among the natives of the Mofussil, that by intriguing in Bombay the arrangements of the local officers can often be defeated or superseded.

2. In reply, I beg to append reports by my second assistant, and by Assistant Magistrate Hosken, who both testify to the prevalence of the opinion among natives, that "making khutput" in Bombay is attended with success provided pecuniary inducements are dealt out with a liberal hand.

3. In regard to the use of the Begumpoor police officers, Venkutesh Rugonath and Naro Chrishn, noticed by the second assistant magistrate, I find the following in a letter from the Registrar Suddur Foujdaree Adawlut, No. 3417, dated 14th December 1849, and received on the 17th of the same month.

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"Para. 2. With reference to case No. 12, that of Venkutesh Rugonath, I am desired to request you will state whether the Shetee was furnished with a police sunnud, as provided for in the interpretation on section 8, of Reg. XII. of 1827, dated 8th April 1841." The following reply to this was furnished by the magistrate in his letter, No. 704, dated 26th December 1849.

"3. With reference to case No. 12, I beg to state that the Shetee Venkutesh Rugonath was in possession of a police sunnud."

4. Under date the 18th December 1849, a precept, No. 1019, was issued to the magistrate, returning the papers and proceedings certified by him on the 3d December 1849, in the case of Naro Chrishn and Venkutesh Rugonath, with the following extract from the proceedings of the Suddur Foujdaree Adawlut, dated the 18th December 1849: "The Court annuls the conviction and sentence, and directs the discharge of the prisoners or the refund of the fine in the case of Venkutesh Rugonath if paid." "The Court remarks that the Shety's sunnud not being on the record of the trial, it is assumed he does not possess one, and consequently he was not amenable to the charge."

5. Here it is obvious that between the 14th December 1849, when the magistrate was directed to report whether Venkutesh Rugonath was furnished with a police sunnud, and the 18th December 1849, when the Court annulled his conviction and sentence, on the assumption that the Shety's sunnud not being on the record of the trial, he did not possess one, there was not by any possibility, under present postal arrangements, time for the Court to receive a reply to the first reference, which reached the magistrate only on the 17th December, the day preceding that on which the Court annulled the conviction and sentence passed by the local officer.

6. Man Koo Vittul, late sheristadar in this collectorate, whose dismissal from and non-re-employment in the service of Government was directed in Mr. Secretary Goldsmid's letter, No. 3961, of the 15th ultimo, and whose conviction and sentence were annulled by the Suddur Foujdaree Adawlut on the 5th of February 1850, is said to have visited Bombay with 100 rupees in his pocket for private expenses, and two hoondees of 700 and 300 rupees for expenditure as "Durbar or Khutput Khurch."

7. There being little doubt that the system of khutput making in Bombay is supposed by natives to be an effective means of defeating or superseding the arrangements of local officers, I would, with all deference, offer my suggestion, as required in the conclusion of your letter, that a certain time should be allowed for the presentation of an appeal, which should be preferred through the local officer, who should be required to forward the same within eight or 10 days, with all papers and proceedings connected therewith; this course, while it preserved the full freedom of appeal, would close the door against parties in Bombay, who, for their own ends, interest themselves in the affairs of others, irrespective of right or wrong.

I have, &c.
(signed) *J. D. Inverarity*,
Collector.

Sholapoor, Collector's Office,
5 June 1850.

From *J. S. Inverarity*, Esq., Second Assistant Collector, to *J. D. Inverarity*, Esq., Collector, Sholapoor.

Sir,

With reference to endorsement No. 295 of 1850 from your office, I have the honour to report that as far as my experience goes, the belief that by means of intrigues at the Presidency, the arrangements of the Mofussil officer can be defeated, is by no means confined to any particular class of persons, but generally prevails throughout all grades of society in the districts under my charge.

2. The following cases are instances of the prevalence of this idea.

Gunnesh Ramchunder, suspended mamlutdar of Talooka Kurumlla, is said to be at Bombay for the purpose of making "khutput," and, whether true or not I cannot

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I cannot say, to have left this with 300 rupees in gold bars, and a hoondee on a banker in Bombay for 500 rupees. It is currently reported and believed that with the assistance of this, combined with the fact of his being a particular friend of the Revenue Commissioner's dufterdar, he will receive an order, not exactly for reinstatement in his old district, but to the effect that he may be again employed whenever a vacancy occurs.

Vankutesh Rungnath and Naro Krishn, police shetis of Beegumpoor, Talooka Mohol, were fined by the session judge for "making undue exactions," and in a second instance punished by the second assistant magistrate, whose sentence was confirmed by the magistrate for "misconduct in their official duties." In this case it is reported that Govind Rungnath, their brother, first went to Bombay with 300 rupees, and Naro Krishn thus having been released from gaol, himself went thither with 200 rupees, and so, being besides a great friend of the head sheristdar of the Sudder Foujdarree Adawlut, the sentence passed by the session judge was cancelled.

The above instances, which might be considerably multiplied, will show the prevailing impression in the districts under my charge.

I have, &c.
(signed) *J. S. Inverarity*,
Second Assistant Collector.

Sholapoor, Assistant Collector's Office,
3 June 1850.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Willoughby* and the Honourable Mr. *Blane*.

To await other replies. I think it as well to take no notice of particular cases brought to our notice before all answers are received.

(signed) *Falkland.*
J. P. Willoughby.
D. A. Blane.

14 June 1850.

From *Richard Hosken*, Esq., Assistant Magistrate, to *J. D. Inverarity*, Esq., Magistrate of Sholapoor.

Sir,

IN reply to your memo. No. 300, of yesterday's date, referring to Government Circular, No. 4138 of 1850, I have the honour to inform you that several respectable natives with whom I have conversed have appeared strongly impressed with the idea that the decisions of the Mofussil officers can be reversed on appeal to Bombay, whether right or wrong, for a consideration, which usually ranges from 300 to 1,500 rupees, the price varying according to the importance of the case.

I have, &c.
(signed) *R. Hosken*,
Assistant Magistrate.

Sholapoor, 29 May 1850.

No. 99 of 1850.

To *A. Malet*, Esq., Chief Secretary to Government, Bombay.

No. 9972.

Sir,

WITH reference to the Circular, No. 4138 of 1850, I have the honour to inform you that the system of intriguing therein alluded to would not appear to have its existence in the department under my control. There is, however, good reason to suppose that amongst the heads of our native establishments, mamlutdars, moonshiffs, mahalkurries, &c., this kind of intriguing does obtain, and is looked upon quite as a legitimate channel for advancing their interests; and further, in cases of dismissal from office, a belief in its efficacy to bring about a reinstatement is also entertained. In the Southern Mahratta Country I have

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I have often heard of influential natives going to Bombay and Poonah to make "khutput" when any case in which they were interested was under reference to Government, and it was only the other day that an instance of the kind came under my notice. The Dharwar Desaie's carkoon called on me requesting I would permit his master to pay me a visit, and on inquiring the object of the Desaie's coming to Poonah, he said it was to make "khutput" to get a decision of the Dharwar Collector's reversed; but though this practice be followed by the higher classes of our native revenue and judicial officers, I am of opinion the lower orders are yet but little acquainted with it.

2. I am unable to offer any suggestions for the direct suppression of this system of intriguing; I would, however, observe that if due consideration be given to the proceedings of the local officers, and appeals and petitions against their decisions be decided on the merits of the case, without reference to the party interested, "khutputism" will be rendered a harmless occupation, and from being unprofitable, will soon be discontinued entirely.

I have, &c.
(signed) *J. Francis*, Lieutenant,
Assistant Settlement Officer in Charge.

Poonah,
19 June 1850.

No. 1,363 of 1850.—Territorial Department, Revenue.

No. 10,093.

From *R. Spooner*, Collector of Ahmednuggur, to the Secretary to Government, Bombay.

Intrigues at the Presidency, or making Kutput in Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your circular, No. 4138, dated the 20th ultimo.

2. In reply, I respectfully beg to state that generally, and amongst all classes of persons, there would appear to be an impression that if a petitioner proceeds to Bombay or employs a person to act in his behalf there, that he is more likely to secure what he wants than if he merely sent his petition to Bombay.

3. Some persons, however, would appear to send agents to Bombay merely with the view of obtaining early intelligence as to the result of their applications.

4. It would also appear that such agents do sometimes obtain full information; for instance, in the case alluded to in the margin,* the petitioner applied for the continuance of an allowance, and my report was forwarded by Government to Mr. Hart, the Enam Commissioner, for his opinion; a very few days after the report was so referred to Mr. Hart, petitioner came to me, and said that my report was approved of; that he was much obliged to me for having written in his favour, but that he heard that the report had been referred to Mr. Hart, and that therefore he had come to me to inquire who Mr. Hart was, and why the report was referred to him. On being questioned as to how he obtained his information, he told me that he had sent his brother to Bombay, as he thought that it was necessary for him so to do, and that his brother had written to him giving him the said information. On my assuring him that no advantage could be obtained by his brother staying at Bombay, he replied that he would at once recall him, as the expenses incurred there were very heavy.

5. I regret that I am unable to offer any suggestions as to the best means of eradicating the evil alluded to by you; whatever is done, takes place at Bombay, and it is at that place therefore that the remedy must be applied.

I have, &c.
(signed) *R. Spooner*,
Collector.

Ahmednuggur, Collector's Office,
17 June 1850.

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* Petition from Jeejaba bin Wishurnath, Gosavee Bharday Inamee, Jagheerdar of Moujeh Wurkbeir, dated 19 March 1850; Government Indorsement thereon to the Collector, No. 2160, dated 19 March 1850. Collector's Report, No. 702, dated 16 April 1850. Government Letter to Mr. Hart, No. 3801, dated 7 May 1850. Government Indorsement to Collector, No. 3802, dated 7 May 1850.

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No. 10,094.

No. 987 of 1850.

To the Secretary to Government in the Territorial Department, Bombay.

Sir,

In reply to your circular letter, No. 4138, dated the 20th ultimo, requiring me to report whether an impression prevails within the limits of my charge that the arrangements of the local officers can often be defeated and the ends of justice frustrated by the secret exertion of the influence of persons in power at the Presidency, I have the honour to state that there seems to be no room to doubt that such an impression is very general, and that it more particularly exists among the members of our establishments.

2. I do not think that the existence of such an impression is so much a matter of surprise as of regret, for it is a feature, and perhaps the most remarkable feature of the character of the natives of this country, that they are never contented to seek the attainment of even just ends by direct and straightforward means. To a people so constituted, and whose knowledge of the character of their rulers is still so imperfect, it is very natural to suppose that those practices, which are usually effectual in obtaining any desired end among themselves, are not totally inefficacious among Europeans. The effects of our rule upon the state of the native mind are notoriously imperceptible in so far as regards any moral improvement or elevation; on the contrary, there can be little question that at the present moment the public mind is more debased than it was a hundred years ago. We have, it is true, destroyed the foundation of many superstitions by our system of education; but we have not succeeded in substituting the only basis which has, in the modern history of the world, been known to enlighten and elevate the mind. We have broken the moral ties of the native superstitions and substituted none in their place.

3. In this state of the native mind is, I believe, to be found the chief cause of the existence of the mischievous belief which has attracted the attention of Government; its eradication I believe to be quite impracticable, though it may be, to a certain extent, controlled by extreme circumspection in interfering with the proceedings of local officers, and by the invariable observance of the most strict justice and impartiality by all parties in power, and especially those at the Presidency, and by assigning fully the reasons of reversing the decisions and acts of local officers.

4. I ascribe the fact that the impression in question prevails more among our native servants than among other classes to their being more frequently interested as a body in appeals to the authorities in Bombay, and to the discussions which every decision affecting them naturally excites among themselves.

I have, &c.
(signed) *W. W. Bell*,
Collector.

Dharwar, Collector's Office,
17 June 1850.

No. 10,217.

No. 137 of 1850.

To *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

With reference to your circular, No. 4138, dated 20th May 1850, I have the honour to make the following remarks:—

1. I have reason to think that a belief does prevail that by appealing to the authorities at the Presidency there is a chance of getting a decision of the local authority set on one side. I doubt if this impression prevails among the ryots in this part of the country, who, on account of their distance from the Presidency, and vague ideas regarding authorities there, look little beyond the authorities on the spot, and those who make periodical tours of inspection, the Judicial and Revenue Commissioner.

2. An impression of the kind alluded to is, I think, entertained by the higher classes of natives and by Government servants, who have not yet learnt

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to discriminate accurately between the principles guiding our Government and those by which the former Governments of the country were actuated.

3. During the number of years that the British Government has held the country, the belief in the supereminent value of private intrigue, in order to obtain redress of real or imaginary grievances, would have died out of itself, had not this method of proceeding been found, or imagined to have been found, of efficacy.

4. A belief of this nature appears to me to be, in some measure, the unavoidable concomitant of the existence of the right of appeal from the decision of the local officers. A native in the Mofussil wishing to gain a point in opposition to a decision of the local officers, and having directly or indirectly the means of gaining access to any person in power at the Presidency, would at once endeavour to obtain his assistance, and if he succeeded so far as to obtain a bare hearing for his story, and afterwards, on the merits of the case, obtained a reversal of the original decision, would at once attribute this result to the influence of his powerful friend, and afterwards, in all probability set himself up as able to successfully intercede for others.

5. The only remedy seems to me to be, the causing decisions of the local authorities to be considered final, as much as possible, by restricting the right of appeal from them within the narrowest limits consistent with justice, and by enforcing a strict adherence to the rule that no Government servant shall be again employed in any capacity who has been dismissed from his situation for dishonesty, or for gross carelessness; but no remedy can be effectual as long as it is believed by natives that persons in power give ear to complaints with which they have no official concern.

I have, &c.
(signed) *W. C. Anderson,*
Actg. Supt. Rev. Survey and Assist.,
Southern Mahratta Country.

Superintendent's Office, Dharwar,
22 June 1850.

My dear Settjee,

Excuse me for the introduction of the bearers Ramerustna, Bappoo Annundrow Govind, carkoons of Bhugwuntrao, Ramchund, Nisbet, Sinday, Sirkar, Alija, Bahadoor, Deshmook, Deshponday, Praganay, Vunay, whose case of seizing his jageer, pending in the Adawlut of Surat, which I have undertaken upon success, by your support, to get about (6,000) rupees, and copy of which agreement and all his proceedings had therein, together with a sealed packet of or order, or how otherwise God knows, from the Resident of Gwalior to the address of the Collector of Surat. All these papers I did submit to your favourable consideration for my nephew Nuthia, in hopes that you would be pleased to forward the said sealed packet with your influence to the Collector of Surat; this has been done from last Vysak, and since I had written to your Honour, among others, more than half a dozen times, but no any answer I received from you, whether you have done so or not; however, under such a case, the bearers principal, because so much anxious to visit your feet in order that you would kindly give them every satisfaction of what has been done, and how to be done for future. I humbly trust not to make them quite hopeless, but on reserving my weight in the matter, you must put them to right, and please get them to write me that they had every satisfaction, and that in case if they succeed their object, I am sure by your high weight they will no doubt fulfil the said agreement entered into with me, and excuse me all this trouble, and oblige, only give them every attention.

I am, &c.
(signed) *Hurreechund Runsordjee.*

Punchoraty,
20 August 1846, Thursday.

P. S.—If you see the said agreement so given to me rather weak, and not strong binding upon their principal for not being written upon stamped paper, so every body says here, let them remain there at their own expense, and be pleased to order them to write their principal to have it written upon the stamped

stamped paper; you can alter the substance, make it more special, and by the time they shall be there got written, because they say will get it done after business is done, but no certain of these people, please think well. I leave it to you, and oblige.

(signed) *Hurreechund Runsordjee.*

No. 371 of 1850.

Nos. 10963, 10964.

From *E. M. Suart*, Esq., Sub-Collector of Nassick, to *Richard Spoor*, Esq., Collector of Ahmednuggur.

Sir,

Kutput.

On the receipt of the circular which accompanied your endorsement of the 31st ultimo, No. 1148, a conversation which took place with Dr. Costelloe three years back, about a case of "Kutput," came to my recollection, in which the name of Juggoonath or Nana Shunkersett was implicated; on searching his old records of assistant magistrate, the papers relating to it were found: translations of the only two of importance are herewith forwarded for the information of Government.

2. Juggoonath Shunkersett's name also appears in the business of the Trimbuck Brahmins, whose petition was sent direct for my report by Government, under endorsement No. 2374 of the 13th June, and answered under date the 19th instant, No. 331.

3. My dufturdar informed me that it was a matter of common report in Trimbuck that the petitioners had invoked Juggoonath Shunkersett's aid to obtain the object of their petition, had expended much money as "Durbar Khureh," and were much mortified at all the measures they had adopted having failed.

4. There is no doubt that an impression does prevail in the Mofussil that by means of intrigues at the Presidency, and a liberal expenditure of money, any object, right or wrong, can be effected; who are the parties through whose means such an impression has got abroad, it is difficult to imagine, unless it is the subordinates in the public offices at the Presidency: to prove this is difficult, to put a stop to the system by a legal or other enactment, more so, when the object of all parties is to conduct their measures with the utmost concealment.

I have, &c.

(signed) *E. M. Suart*,
Sub-Collector.

Nassick, Sub-Collector's Camp,
Warreeawara, 29 June 1850.

TRANSLATION of a Yad from *Bhugwuntrao Ramchunder*, Deshmook and Deshpondia of Purgunna Wam, and Jageerdar of Mouze Wund, Purgunnah Chickly "Seekanavees" Nisbut, or in the service of Sindia Aleeya Bahadoor, at present at Nassick, to *D. Costelloe*, Esq., Assistant Magistrate, Nassick.

I HOLD in enam the village of Wund, Purgunna Chickly, the management of which was under me and my ancestors from time immemorial. Lately, I went to Gwalior, and in my absence, my brother's wife Suruswuttee-baee Coin Gunput Row Luxumon, lived in my house, and had the management of the village, &c. in my behalf. On her demise, the village, as well as the house and other property, was placed under attachment, but the latter two were made over to me on my producing a certificate of heirship from the civil court. With regard to the village, Hurreechundra Runchod, a resident of Bombay, at present in Punchwutty, told me he would make arrangements to get it released from attachment, and with this view he obtained all the documents in support of my claim thereof; also, an English letter, together with a written agreement from me. Though seven months have elapsed, he has made no arrangements whatever, nor returned the said documents to me, though I have made constant

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demands for them; consequently I am sure they have been fraudulently retained by him, and as he is now on the point of leaving this for Bombay, I solicit you will cause the said documents to be returned to me, without which I am unable to make any arrangement to get my village released from attachment.

Dated 13 November 1846.

TRANSLATION of a Statement of *Hurreechundra Runchodjee Shetjee*, surname, *Mahajun*; caste, goldsmith; aged about 50 years; occupation, writer; inhabitant of Bombay, at present in Nassick, made before the Joint Police Officer of Nassick, on the 21st November 1846.

Question 1. A complaint has been preferred by Bhugwuntrow Ramchundra Deshmook and Deshpondia, of Purgunna Wunnee, accusing you of having fraudulently retained certain documents, together with an agreement for 6,000 rupees, which you had taken from him, on the conditions of getting his enam village of Mouje Wund Purgunna Chickly released from attachment; state, therefore, what have you to say to this?—*Answer.* I have not retained with fraudulent intent the documents I obtained from Bhugwunt Row Ramchundra (the complainant). About seven or eight months back, in the month of Chytra, the complainant came to me and requested, that as he has been reduced to poverty in consequence of his village having been attached, and I was an inhabitant of Bombay, I should undertake his affair, and make arrangements to get the village in question released from attachment; accordingly I undertook the work, and took a written agreement from him for 6,000 rupees, also the documents as per separate list. As he (the complainant) was hard up for cash, I myself gave a draft for 50 rupees to my nephew, named Atmaram, and sent him to Bombay (giving him a pony of complainant's to ride) for the purpose of nominating a wukeel there; all this occurred in the presence of the complainant's carkoon, named Anyaba, who himself put all the documents and the hoondee in an envelope, and despatched it to Bombay with the said Atmaram, so they are not with me; only the list and agreement are in my possession, which have now been produced. I also gave a note of recommendation to Nana Shunkersett. The business I undertook is in progress in Bombay; such being the case, the complaint has been made without any grounds.

2. Do you agree to give back to the complainant the agreement (now in court), and other documents?—The documents have been sent to Bombay, only the agreement is with me. The business is in progress in Bombay, and till the result of it is known, I object to return the documents to the complainant. The agreement and the list should be returned to me.

3. Was the English note,* now shown to you, given by you for Nana Shunkersett?—Yes.

4. At whose shop was the hoondee purchased?—The hoondee was purchased from Diaram Atmaram's shop.

(signed) *Hurreechund Runchodjee.*

21 November 1846.

Question. You state the documents belonging to the complainant were sent to Bombay; what is the name of the person to whom they were sent?—*Answer.* The documents were sent to Nana Shunkersett (who is a relation of mine), to whom I wrote that I had undertaken the complainant's business, and requested him to be so kind as to despatch the letter enclosed to the Collector of Surat.

Why did you give the note† for Nana Shunkersett?—The complainant came to me and said, that as the result of his business was not known, he proposed going to Bombay to see what had been done, and how far it had advanced, and requested of me a note to Nana Shunkersett; accordingly it was given to him.

You have sent the documents to Nana Shunkersett; state the name of the person through whose interest he is to get the complainant's affair settled?—I sent the documents to Nana Shunkersett, who was to send them to Surat by any one he might make choice of, and get the work done; but through whose interest it was to be done I do not know.

Is the letter of the Resident which was given to you by complainant still at Bombay, or has it been sent to Surat; if so, on what date was it despatched, and when was it received; if not sent, will you produce it now or not?—The Resident's letter to the Collector of Surat was sent to Bombay; thence it was despatched to Surat on the 14th July 1846, and in proof of which the post receipt is now produced. The letter in question having been sent to Surat, I am unable to produce it now.

The

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* The one now sent, not the one alluded to in answer to question No. 1.

† The one alluded to in question No. 3.

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The note to the address of Nana Shunkersett is sealed; open it yourself?—The note in question, which the Sirkar has now given to me, I have now opened.

Who introduced the complainant to you, and in whose presence was the conversation between yourself and the complainant held?—On my arrival at Nassick, complainant himself came, and visited me at "Indrukoond," and there the first conversation was held. After this, he (the complainant) paid constant visits to me through the medium of Sudo Bhaoo Rajgooroo Akolkur, who, though unacquainted with me, was in the habit of coming to me and saying "he often went to Bombay, and that he knew Nana Shunkersett," and begged me to write to the said Nana Shunkersett and get the complainant's business settled; I therefore undertook the business.

You have taken a written agreement for 6,000 rupees from the complainant; state therefore to whom the money is to be paid; will you receive it yourself or pay it to another; if so, what is the name of that individual?—I myself will receive the money, and will pay it to no one else.

By *Complainant.*] Through whose medium was the petition made to Government regarding the matter in question, and who attested the signature to it?—I sent all the documents to Nana Shunkersett at Bombay, but have heard nothing from him, so I am unable to say whom he nominated as vakeel in the matter, or whether a petition was presented to Government or not, or the name of the person who signed it. Should the complainant wish to receive back his documents, I am ready to make them over and the original agreement and the list, excepting an English note which was despatched to Surat, but I have the post receipt. If the complainant will not be satisfied with it, then he may write to the gentleman at Surat, and receive an answer on the subject.

(signed) *Hurreeohund Runchodjee.*

(True translation.)

(signed) E. M. Suart, Sub-Collector.

Note by Translator.—Allusion is made to a letter "from the Resident to the Collector." This must have been from the Resident at Gwalior, where the petitioner was in service.

No. 408 of 1850.—Territorial Department, Revenue.

No. 11141.

From *E. G. Fawcett*, Esq., Collector of Surat, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of Mr. Secretary Goldsmid's circular, No. 4138, dated 20th May last, relative to the existence of intrigue to obtain reversals of the orders of local authorities in some parts of the Mofussil. I have the honour to inform you that no specific instance of this kind has come under my observation to which I could refer; but one can hardly expect otherwise than that impressions of the description mentioned are very likely to exist amongst a people who have not many years emerged from a corrupt system of Government; and it is probable that this impression will require time to wear out.

2. The reason of its having lasted so long may possibly be attributable to the parties not understanding why the acts of local authorities are reversed. Orders of this description are frequently given in such laconic terms, that the parties concerned are at a loss to know why and wherefore, and naturally attribute the final decision to underhand influence, notwithstanding the reasons for the reversal would be amply convincing that it was a sense of right alone that guided the decision were they made known.

I have, &c.
(signed) *E. G. Fawcett*,
Collector.

Surat, Collector's Office,
10 July 1850.

No. 291 of 1850.—Territorial Department, Revenue.

No. 11349.

To *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of Mr. Secretary Goldsmid's circular letter, dated 20th May last, No. 4138, calling upon me to report whether

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whether I have reason to believe that an impression prevails within the limits of my charge, that the arrangements of the local officers can often be defeated by means of intrigues at the Presidency.

2. In reply, I beg to state, that I do not think that such an impression exists except to a certain extent in regard to political cases, and those in which native officials are implicated. It is likely to be, in a great measure, owing to the misrepresentations of the wukeels employed on such occasions, who, in order to exaggerate the value of their services, may tell their clients that the desired result has been brought about by secret intrigues, and by obtaining the assistance of persons in power, although in reality a decision may have been passed after regular and deliberate inquiry.

3. The native officers serving in the same cutcheree are often divided into two parties, between whom the greatest enmity exists, and if a prominent member of one party should be convicted of some official misdemeanor before a local court, and afterwards acquitted on appeal, the members of the other party will believe, although without any just grounds, and will often circulate reports that this was accomplished by private influence and intrigues. One circumstance which tends to strengthen such erroneous impressions is, that the Suddur Audawlut very rarely assigns any reasons for acquittals.

4. Such a belief seems to be mostly confined to the native servants of Government, and the classes with whom they have familiar intercourse; and as long as their general character remains unchanged, I doubt whether anything effectual could be done to counteract it; nor have I any suggestions to offer on the subject.

I have, &c.
(signed) *J. S. Law*, Collector.

Tannah, Collector's Office,
17 July 1850.

No. 2057 of 1850.—Territorial Department, Revenue.

Nos. 11723, 11724.

To the Secretary to Government, Bombay.

Sir,

I HAVE the honour to report on the circular No. 4138, dated 28th May last, regarding "khutput."

2. The impression that the species of intrigue alluded to has influence with the authorities in Bombay and elsewhere, is, I believe, universal; the extent of its supposed power probably varies with the imagination, or the means of the party seeking its assistance, who, in proportion to the extent of his fancy or expenses, is no doubt frequently more or less disappointed in the result.

3. It is a thing inseparable from the nature of our system, as many grades of offices as there are, so many will be the appeals, and through each do we often see anxious or litigious applicants urging their cases. In Bombay there are certain parties who, justly or unjustly, have obtained a "khutput" reputation, and that, I may remark, is no difficult object; a party with just and sufficient grounds for appeal, has recourse to the far-famed individual, as well as the person who hopes success from intrigue alone; the happy result of his application is made notorious, and the reputation of the intrigue is confirmed; unhappy issues are, we may suppose, concealed as much as possible, and thus the matter prospers; we need not be astonished that imaginary or really injured individuals have recourse to parties who are notoriously successful in their supposed interference.

4. Government have issued orders tending to suppress in some measure the system of anonymous and other petitions being presented in the first instance direct to Government, but it appears difficult to carry out the order, as it is not strictly observed; much "khutput" arises from this.

5. I am not aware of any measure that can be adopted for eradicating the evil complained of; but it might perhaps be mitigated if Government and the Court of Suddur Audawut, and all courts deciding cases in appeal, were to give in

in full their reasons for reversing any orders of the courts below, as in the absence of any reason, people are apt to assign their own, and while the impression of successful intrigue is universal, it is not strange that it should obtain the credit, in the absence of any other good cause, of success to the appealing or petitioning parties.

6. I beg to forward a report on the same subject from my first assistant, Mr. Karr; the second assistant, Mr. Reid, was called on for a report, under date 17th June last, but he has not furnished it, though again called on under date 26th ultimo. I do not think the subject of sufficient consequence to delay my answer to your reference longer.

I have, &c.

Collector's Office, Poonah,
1 August 1850.

(signed) *H. P. Malet*,
Acting Collector.

No. 42 of 1850.

To *H. P. Malet*, Esq., Acting Collector, Poonah.

Sir,

In reply to your memorandum, No. 1502, dated 17th ultimo, I have the honour to submit the following report on the subject of the circular letter from Government, No. 4138, (Territorial Department, Revenue), dated 20th May 1850.

2. The circular in question contains two questions; viz., 1st, whether a belief in the utility of "making khutput in Bombay" prevails generally, or amongst any particular class; and, 2d, what are the best means for eradicating such a belief.

3. To the first of these questions I have the honour to reply, that a belief that "khutput in Bombay" will effect objects otherwise not attainable is beyond any doubt prevalent, but it does not seem to be confined to any particular class of persons.

4. The word "khutput" signifies not only improper solicitation, such as bribery, but also, in a good sense, "activity" and "importunity;" and there is nothing singular in a belief that because of much importunity a thing may be conceded, which would not otherwise be got. The natives of this country in particular have great faith in importunity. I have often heard a petitioner attribute his success to it, and I can recall to mind many instances of a person returning again and again with the same rejected petition.

5. Besides this, the natives have a distrust of agency. They attach much importance to the opportunity of a personal statement of their cases; and these reasons, and also a hope that opportunities of making khutput in the worse sense described in my 4th para. will occur, leads many persons to Bombay. It seems to be thought that appellants from decrees of the civil, and from sentences of the criminal courts especially, rely on the belief that the native officers of the Suddur Audawlut are open to khutput.

6. With regard to the 2d question in the circular letter, viz., "What are the best means for eradicating such a belief?" I am humbly of opinion that from the natural causes stated in my 4th para., viz., the general bent of human nature, and from the peculiarity of the oriental mind, that very slow progress by any means can occur in undeceiving petitioners and other persons alluded to in the circular letter. The publication of a zahirnama, however clearly expressed, would have a result different, I have reason to think, from that contemplated, and would in the end mislead many persons into the idea that the Government wished to discourage the practice of petitioning.

7. Besides the publication of a zahirnama, no other means occur to me of eradicating the belief, excepting the prohibition of the personal attendance of petitioners

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petitioners in Bombay, and this measure would be such an interference with personal freedom as could not, I apprehend, be advocated.

I have, &c.
(signed) *G. B. S. Karr*,
First Assistant Collector.

Poona, 27 July 1850.

(True copy.)
(signed) H. P. Malet,
Acting Collector.

No. 554 of 1850.

No. 11917.

To the Secretary to Government, Revenue Department.

Sir,

I HAVE had the honour to receive the circular letter of Government, No. 4138 of 1850, under date the 20th May.

2. In reference to the important point therein mentioned, I have the honour to state, that from my continued employment in outlying districts, I have very many opportunities of learning the sentiments of respectable natives touching the extent to which private influence acting on public departments is made to serve particular interests, often to the detriment of just claims, and in all cases to the injury of the reputation of Government; to say, however, that I could give instances based on evidence sufficient for judicial purposes is impossible.

3. Such matters transpire in the course of casual conversation, or are brought to my ear by parties who vainly imagine that I either can or will exercise some counteracting influence. The cases in which, according to my experience, the influence is most frequently attempted to be applied, are,—

1st. The succession to estates or wutuns.

2d. The reproduction of the original decisions of country moonsiffs by a reversal of the judgment of provincial judges. To explain myself, I would observe that the decisions of the former are (owing to circumstances into which I need not here enter) believed by the district population to be too frequently governed by motives the reverse of pure, and these are, I presume, not uncommonly set aside by the provincial judges; then follows the appeal, made by the party who has the greatest command of means, to the Final Court of Review, in Bombay.

3d. The modification, commutation, or annulling of the decisions of local magistrates or judges in criminal cases, by private influence exerted on subordinates connected with the reviewing authority, viz., the Court of Criminal Justice in Bombay.

4. In the time of the Bangria Band I had occasion particularly to observe the extent to which these practices were carried, and the embarrassment which was thus caused to the local executive officers.

In several instances I heard that parties of notorious character, who had harboured or otherwise assisted rebels, or who, taking advantage of the confusion which was beginning to be general, had taken means for committing violence or collecting plunder on their own account, and whom it was found necessary to confine on heavy security, boasted that within a certain time the order from Bombay for their release would be received, and it was received accordingly.

5. Under such circumstances we cannot wonder that the impression on the native mind as to the efficiency of this species of intrigue should be universal.

6. With respect to a remedy for a state of things so detrimental at once to the interests and reputation of the Government, the primary one which occurs to me has no doubt already suggested itself to the high authorities who have had the subject under their consideration. Of means auxiliary, I may respectfully

fully state my opinion, that in all practicable cases matters, be they in the Judicial or Revenue Department, should, previous to the final decision by the central power, in case the decision proposed is contrary to that made by the provincial authority, be once submitted to that authority, with the reasons on which it is proposed to base the reversal or anulment.

It may be argued that to do this would be in fact to subject the higher to the review of the lower authority; but as the power of final decision continues to rest with the former, this source of objection would be weakened.

7. Further, I am of opinion that all judicial appointments should be made direct by the Government, on the recommendation of the provincial judges and collectors, as thus one source of native influence would be diminished or cut off; also, that there be a more frequent selection of judicial officers from the Revenue Department than is now the case.

Further, that the carkoons and peons of the Moonsiff Courts be not, as at present, appointed by the moonsiff, but taken either by rotation or otherwise from the more deserving of the Revenue or Police Departments; also, that the difference between the amount realised as batta for serving summonses, and the actual payments made by the moonsiff to the peons entertained for that purpose, be brought to Government accounts, and adjusted in the mamlutdar's kutcherry, the accounts being kept open for inspection by the public.

In case it be argued that in making these last proposals I have travelled from the subject, which is, "the extent of private influence at the Presidency," I would respectfully answer, that I consider the total isolation of the Judicial Department in the country districts as one of the first causes of the growth of this influence, the final effect of which is afterwards so widely extended.

In the above suggestions I have confined myself to general points as to the existence of private influence, without specifying the channels through which it follows. One of the main channels of this influence is unquestionably that indicated in para. 1 of the Government letter, viz., secretly obtaining the friendship of persons in power, who it is expected will, irrespective of right or wrong, interest themselves for the party soliciting their favour.

I am not in a position to say how often this influence is obtained at second-hand, viz., through wealthy natives resident at the Presidency, but if report speak true, the latter class turn this their reputation for interest to a good account.

I have, &c.
(signed) *A. Gibson,*
Conservator of Forests.

Karli, 5 July 1850.

No. 65 of 1850.

To the Acting Collector, Poonah.

Sir,

WITH reference to your endorsement, No. 1503, of the 17th June, on a circular letter from Government, No. 4138, of the 28th May, and subsequent letter, No. 2000, of the 26th July last, on the subject of intrigues, &c., at the Presidency, I have the honour to report that, as far as my experience goes, the idea is sufficiently prevalent that an undue influence can be exerted at the Presidency through favour or corruption; I consider this feeling to be general, but its correctness can only be known among the classes engaged in litigation or place-hunting.

2. That this idea should prevail is quite accordant with our knowledge of human nature in general, and the native character in particular. We are all disposed to fancy that importunity must gain us our object, and we each strive in the fashion most suited to our moral sense.

3. The low scale of native morality is sufficiently well known, and so long as people can earn a livelihood by giving evidence in favour of any who can pay them, and successful villany is a passport to rank and station, legislative enactments are not likely to succeed in producing a change of opinion or practice in persons whose moral sense is perverted.

4. No remedy appears to me available when the exercise of a strict supervision on the part of local functionaries is not wanting. Much may be done by this and by a marked reprobation of such proceedings in the way of prevention, but the cure, I fear, must await the time when honesty comes to be considered the best policy.

I have, &c.
(signed) *L. Reid*,
Second Assistant Collector.

Poona,
Second Assistant Collector's Office,
7 August 1850.

No. 11913.

No. 2141 of 1850.—Territorial Department, Revenue.

Forwarded for the information of the Right honourable the Governor in Council with reference to the Acting Collector's letter, No. 2057, of 1st inst.

Collector's Office, Poona,
8 August 1850.

(signed) *H. P. Malet*,
Acting Collector.

No. 6728 of 1850.—Territorial Department, Revenue.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *George Coles*, Esq., Collector of Rutnagiree.

Sir,

I have been directed by the Right honourable the Governor in Council to request that you will expedite your reply to the Government Circular, No. 4138, of the 20th May last, relative to the alleged system of intriguing called "kutput" in Bombay.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
12 September 1850.

The same, to the Collector of Khandesh, No. 6729 of 1850.
The same, to the Collector of Ahmedabad, No. 6730 of 1850.
The same, to the Collector of Broach, No. 6731 of 1850.
The same, to Superintendent Revenue Survey and Assistant Ahmednuggur, No. 6732 of 1850.
The same, to Inam Commissioner, No. 6733 of 1850.
The same, to Claim Commissioner, Northern District, No. 6734 of 1850.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
12 September 1850.

No. 858 of 1850.—Territorial Department, Revenue.

To *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to Mr. Secretary Goldsmid's circular, No. 4138, dated the 20th May 1850, I have the honour to inform you, from the inquiries I have made on the subject of making "khutput" as therein described, that there appears to exist a belief in such a practice, but from the secrecy with which it is carried on, as might naturally be supposed, it is impossible to obtain any information as to the class of natives by whom it is principally resorted to; for the same reason I have been unable to elicit any suggestions for a remedy. A "zahirnamah" or notice of prohibition, might perhaps be beneficial in the Zilla, if the practice does obtain to any great extent, though the remedy to be effectual, by preventing the success of such intrigues, should, I presume, be applied at the Presidency.

I have, &c.
(signed) *C. G. Prendergast*,
Acting Collector.

Kaira Collector's Office, Cambay,
19 August 1850.

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No. 192 of 1850.—Territorial Department, Revenue.

To *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 6731, of the 12th instant, calling my attention to Mr. Secretary Goldsmid's circular, No. 4138, of the 20th May last, on the subject described therein as that of making "khutput" at the Presidency.

2. The question is, I would respectfully observe, an embarrassing one, since such an impression, if it exists at all, must necessarily be, more or less, the result of some degree of success, irregular modes of making interest, or of seeking relief. I answer, therefore, in the spirit in which the question is put, that an undefined, though not unnatural belief to the effect noticed in the circular, does appear to obtain generally amongst a people incorrectly informed of the internal machinery of our Government; but that the impression really extends to the more intelligent and better informed, I do not give credit.

3. To suggest a specific remedy for correcting so vague a belief, pervading a people residing at a distance from the seat of Government, thousands and tens of thousands of whom have never known more of the practical working of the Government under which they live, than they have seen in the persons of a few European local officers; a people, moreover, who within the present generation have passed from a corrupt Government of their own, and who are naturally prone to intrigue, is so utterly beyond me, that I shrink from attempting it. To time, and time alone, does it appear to me must be abandoned the task of overcoming the ignorance of the masses, and their want of confidence in the inflexible justice of the Government of this great empire.

I have, &c.
(signed) *J. M. Davies*,
Collector.

Broach Collector's Office,
16 September 1850.

No. 2218.

To *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to reply to your circular letter, No. 4138 of 1850, dated 20th May last, respecting the species of intriguing termed "making khutput" in Bombay.

2. I have been for some time aware of the prevalence of a general belief amongst the natives of the Western Deccan and Southern Mahratta Country, that it is feasible to obtain objects not otherwise procurable, including the reversal of the orders and sentences of local officers, by interesting persons, whether Europeans or natives, in the public service or out of it, who may be supposed, either from their known intimacy or dealings of any sort, to have influence with members of Government or of the higher Courts in Bombay.

3. It is said, but I do not know whether falsely or not, that an individual surnamed Simayee, formerly connected with the management of the Nurgoond chief's affairs, and another person named Fukeer Gowda Hebbal (who is further believed to be actually living in the house of a sheristedar of the Sudder Adawlut), have severally constituted themselves commission agents, as it were for khutput, in cases connected with the Southern Mahratta Country; and that they make large incomes by pretending to have an influence at the Presidency, which of course they cannot possess.

4. I fear that the morality of the natives of this part of the country is of so low a standard, that it will be most difficult, if not impossible, to at once disabuse them of their belief in the existence of the kind of influence alluded to. The only means which have occurred to me as calculated to effect this object are the following, viz.:

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1st. That Government should not recognise the Bombay agent of any individual who may petition them; but on the receipt of any petition, whether from such an agent or otherwise, should at once send the petition for the investigation (and if necessary, the report) of the local officer to whose department its subject belongs, and at the same time write to the petitioner (not to his agent) to inform him of this having been done.

2d. That the attention of all officers under Government should be directed to the fact, that any conduct on their part which could lead their native visitors, or others, to believe that they would in any way interfere in the departments of other officers, with which they have no real connexion, is dangerous, even if it be the result of nothing more than formal courtesy. I am convinced that if every officer were to take the trouble of clearly explaining, on all occasions on which his mediation, or even sympathy, might be solicited by each visitors, that his interference or mediation in any case, not concerning his own duties, was forbidden by Government, and must be regarded as improper and impossible, the belief in the efficacy of private intriguing would eventually die away.

3d. That the rule which enforces on all civil courts the duty of recording in their decrees the grounds of their decisions, should be made binding also on courts of criminal jurisdiction, and that in all cases in which a superior criminal court reverses, or in any way modifies, the sentence of an inferior one, the grounds of its revision should be recorded in detail for the instruction of the inferior court, and also published for the information of all parties concerned. At present the proceedings of the highest criminal tribunals of the Presidency, though theoretically open courts, are so little known to the ryots, that, with their low ideas of morality, they are prone to ascribe the reversal of an original sentence to intrigue, though it has really been the consequence of simple and severe justice.

5. Should the second of the suggestions made in the preceding paragraph be adopted, I would respectfully recommend that any one who may by accident become aware of abuses in a department with which he is not connected, should not be discouraged from bringing them to the notice of the head of the department concerned, provided he does so by a public and official communication.

I have, &c.
Belgaum, 20 September 1850.
(signed) *W. Hart*,
Enam Commissioner.

No. 455.

To the Secretary to Government, Revenue Department, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of the Government circular, No. 4138, dated the 20th May last, relative to the system of intriguing called "khutput" in Bombay; and in reply, to state for the information of the Right honourable the Governor in Council, that I am of opinion the impression described very generally exists among the natives, and I should say among all classes of them. Officers of Government in the habit of conversing with the lower classes of natives they may meet away from their offices, and office people must I think be impressed with the belief that it is their impression that influence in high quarters will carry a man through the thickest mire. I however do not think the notions of the poorest classes, and those who have not had much to do with our offices and courts, are very defined as to the locality in which this influence lies or is desirable.

2. Those of them who have experience in our offices and courts, think that a man in difficulties, if he but have a few friends, or can muster means to employ an European advocate of his cause, is nearly certain to escape the penalties of his misdeed inflicted by the local authorities, upon appeal to Bombay; and I am of opinion that this impression is stronger and more general in Guzerat than in the Deccan, partly perhaps because the people there have been longer under our rule, as also because they are naturally of a more intriguing disposition.

3. Every

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3. Every one as he rises in the service, must I think be convinced that such is the impression, from the simple circumstance of the frequent applications made to him for "only a note (chittee)," or by being asked to say a few words to any one with whom the applicant believes him to be on terms of friendship. I can call to recollection many such applications, which it is not requisite, nor would it be proper to enumerate.

4. That the belief also exists in the minds of our native functionaries, from the highest to the lowest, must be familiar to almost all European officers, from the letters addressed to them by these parties, when they get into trouble or have any object to gain.

5. Government has requested me to offer any suggestions that may occur to me for eradicating this belief. In compliance therewith I have the honour to state, that I think the only effectual means for effecting this object is by giving publicity in the native language, in a clear, short, and concise manner, in the zilla, collectorate, or talooka, of the grounds on which the decision of the local authorities has been reversed or set aside, in every case of local interest and importance; and especially in the acquittal or remission of punishment, on appeal, of all offenders found guilty by the local authorities of grave offences.

I have, &c.
(signed) *A. D. Robertson*,
Commissioner for Huckdar's Claims, N. D.

Camp at Dhoolia,
24 September 1850.

No. 245 of 1850.—Territorial Department, Revenue.

From *E. L. Jenkins*, Esq., Acting Collector of Ahmedabad, to
H. E. Goldsmid, Esq., Secretary to Government, Bombay.

Sir,

WITH reference to the Government circular, No. 4138, dated the 20th May last, relating to a species of intrigue, which is commonly termed "making khutput," I have the honour to inform you, that I find the duty imposed upon me of making a report on such a subject to be not only a delicate but also a most difficult one, as I have no certain data to go upon, nor any positive proof to bring forward in support of any opinion that I may hold in the matter.

2. I beg respectfully to state, however, that, agreeably to the instructions received, I have made inquiries on the subject, and I have been assured by a person who has been long resident in this collectorate, that it has not been uncommon for native functionaries and others, who have got into scrapes, to apply to the sowkars of Ahmedabad to use their influence in their behalf, and that these sowkars have written to rich natives in Bombay, with whom they have mercantile connexion.

3. I believe there is no doubt whatever that the natives generally are under the impression that influence of this nature has some effect, and I conceive that this impression has been strengthened by instances which have occurred, in which persons who may be supposed to be possessed of some wealth or interest have been pronounced guilty, not only by the magistrate or his assistants, but also by the session judge; and have been subsequently set at liberty by an order from the Judges of the Sudder Foujdaree Adawlut, in consequence of some informality in the proceedings of the local officers.

4. It must be remembered that, in cases of the above description, the guilt of the parties is for the most part undoubted in the neighbourhood to which they belong; and as the lower class of natives are not sufficiently acquainted with the Regulations to understand the point of law on which the Sudder Court have grounded their decision, they naturally conclude that some undue influence has been used.

5. Under these circumstances, I beg respectfully to state, that the mode of proceeding which suggests itself to me as most likely to eradicate or weaken a belief in the power of khutput, is, that whenever the Judges of the Sudder Adawlut consider it necessary to reverse the sentences of the local authorities, they

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they should state their reasons for so doing as fully and as clearly as possible; and it also appears to me to be advisable that interviews between wealthy natives and European officers generally should be for the most part held in as open a manner as possible, as there is little doubt that there are some of the former who will take an undue advantage of the circumstances of their having the ear of a person in authority, if they can establish a belief amongst the native community that such is the case.

6. In conclusion, I beg respectfully to state, that the remarks which I have now ventured to make are general, and that they are not intended to apply to any particular case or person; and, in short, as I have never held an appointment in Bombay since I have been in the service, I am very little acquainted with the place itself, and still less with any intrigues that may be carried on amongst its inhabitants.

I have, &c.
Ahmedabad, 15 October 1850.
(signed) *E. L. Jenkins,*
Acting Collector.

No. 2015 of 1850.—Territorial Department, Revenue.

To the Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 20th May last, calling upon me to report, after inquiry, whether generally or amongst a certain class of persons there exists an impression that justice can be controverted, and the arrangements of the local officers can be superseded, by obtaining the assistance of the friends of persons in power in Bombay.

2. I regret to say that I believe the impression is very general in the Southern Concan, but more particularly among the class of the community from which our native service is supplied; and that it extends also to other classes who have to carry their appeals to Bombay.

3. The friendship of a few particular natives who move in the best society of Bombay is, I believe, considered highly advantageous where advancement of interest or the attainment of particular objects is sought for; connexion by caste, in some instances, is apparently the cause of the interest taken, but it is to be feared also that there are persons in Bombay who make a profitable business of pretending to get transactions favourably attended to.

4. From what I have seen in these districts, I am led to believe there are individuals, both Brahmins and Mahrattas, who are looked up to as persons fitted to obtain the redress of grievances; and these people often, I believe, urge the ryots to complain, and keep up a system of agitation. Disputes between the khotes and their ryots are often to be traced to such origin, and it is astonishing what a change will sometimes occur in a village from the advent of some old inhabitant who has been some time resident in Bombay.

5. I do not mean to say that, although these quarrels often arise from the enmity of individuals, the ryots have not as often good grounds for complaint; but I confess I look upon whole villages in a body coming up to petition with much suspicion, and have endeavoured, since I have held office in this zillah, to discountenance these wholesale complaints, and by every means in my power to induce the ryots to bring their individual grievances themselves to my notice. To accomplish this I have given them every access to the cutcherry. During the rains, three days in the week were devoted to petitions and civil business, as well as hearing appeals on " Chalte Wywat" cases.

6. Notices were posted up of the days on which the box was opened, and at 10 o'clock (with very few exceptions later) I was always present to commence business, and the people well know that until 12 o'clock I was willing to receive and read immediately any petitions that were personally presented, and even after that time they were taken; but the parties had to wait if I had commenced other business. On the other days in the week I was also ready to receive petitions, but my attendance in the hall below was not scrupulously regular,

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regular, as I might be writing up stairs, examining accounts, or hearing mamledars' reports, &c. The room, or rather hall, was open to all, and whenever the ryots, as they often will, remained at the door, they were invited inside; and I endeavoured always to make them understand that I was willing to go through their individual cases in their presence. Civil suits were gone through in the presence of the parties, without previous preparation of the points at issue in chambers, as it may be called.

7. I have mentioned the above, because I am of opinion that the surest method of putting a stop to the impression that the influence of people of authority is useful, when the ryots' affairs are under investigation, is to give the utmost publicity to our proceedings. The great cause given to the natives to suspect that improper influence is used, not only in Bombay but also in the Mofussil, is, that they become aware that the European authorities are for hours closeted with their head native subordinates, and they know not what pains are taken to sift their cases.

8. I should be inclined to recommend that all references not strictly belonging to civil judicature should be made and answered in English, and all proceedings sent up to the court of appeal translated, and that the Mahratta paper should not be opened until they were before the court; this, I consider, would do much to eradicate from the minds of the natives the feeling that the authorities were guided at all in their decisions by those around them, and the Mahratta papers being only opened and referred to in court, all parties would be aware that the whole paper, and a correct version of it, had been read and listened to, and not only the substance given, which must enable the person relating it to give a strong or light colouring to the matter contained in it, as it suited his purpose.

9. The employment of the barristers of the Supreme Court would, I should think, tend to destroy the faith which the natives now have of the benefit to be derived by gaining over to their interests the good-will of influential Parsees or Hindoos.

10. A good plan was mentioned to me once by a friend, that he always threatened to put on the file in the case any note that was brought to him from the hands of people in Bombay; and I do not think it would be a bad course for Government to direct, that whenever official matters were referred to in private notes, that either the "chits" themselves, or extracts from them, should be entered on the record. I can well remember that, when assistant in charge of the Kullyan Prant, a serious affray having taken place between the Mussulmans and Hindoos at the Mohurrum, I was pestered with notes from Shastrees and Moulvees, and others; and having occasion to visit Bombay whilst this case was pending, many natives of much influence called upon me, whom I had before merely known by name.

11. I confess that to suggest a certain remedy for the evil under discussion appears to me a matter of the greatest difficulty. We are anxious to cultivate the good-will of the leading members of the native society among whom we are thrown, but in doing so it often no doubt leads to the impression that they obtain an improper influence over us. I can only advise that Government should express to the service generally their objection to official matters, relating to individuals of the public service, being made a subject of private correspondence or conversation with natives, and in every way discountenance the unfortunate practice of getting into debt to natives, which has given occasion more than once to much scandal.

I have, &c.
(signed) *Geo. Coles*,
Collector.

Rutnagiree Collector's Office,
28 November 1850.

No. 17923.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Board.

THE only replies now due are those from Collector Candesh, and Superintendent Ahmednuggur Revenue Survey and Assessment. The former officer should be requested to expedite transmission of answer. I see no reason for troubling

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troubling the latter officer for a reply, as he is not in a position, nor had experience of the description likely to enable him to furnish much useful information or suggestions on the subject.

(signed) *Falkland.*
W. Cotton.
J. P. Willoughby.
D. A. Blane.

9 December 1850.

No. 9554 of 1850.—Territorial Department, Revenue.

No. 17924.

From *H. E. Goldsmid,* Esq., Secretary to Government, Bombay, to *A. Elphinston,* Esq., Collector of Candesh.

Sir,

WITH reference to Mr. Chief Secretary Malet's letter, No. 6729, dated the 12th September last, I have been directed by the Right honourable the Governor in Council to request that you will expedite the transmission of your reply to the Government circular letter, No. 4138, dated the 20th May last, relative to the alleged system of intriguing called "khutput" in Bombay.

2. You will at the same time be pleased to report why the above letters have not been entered in your monthly lists of unanswered references.

I have, &c.
(signed) *H. E. Goldsmid,*
Secretary to Government.

Bombay Castle, 13 December 1850.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation.

EXTRACT para. 3 from a Letter from the Political Agent in the Southern Mahratta Country, dated the 14th April, No. 82 of 1852.

3. BAPOO BHEEMAJEE's petition, as already stated in my former report, No. 64, contains nothing but falsehood, and this is apparent from his present deposition. The frequency with which such false petitions appear to be despatched by post, seems to require the promulgation of an order for the prepayment of postage on such documents; a measure by which considerable relief might be anticipated to the Post-office Department in being saved the carriage of such trash.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

EXTRACT para. 3 should be transferred to the khutput papers, for consideration with them.

(signed) *Falkland.*
D. A. Blane.
A. Bell.
J. Warden.

12 May 1852.

No. 11345 of 1851.

Transfer from the Revenue to the Political Department.

RESOLUTION, 2d December 1851.

No. 2266, dated 15 May 1850.
No. 5087, dated 29 Nov. 1851.

WITH reference to the transfer from the Political Department, and to the Chief Secretary's memorandum, of the numbers and dates given in the margin, Ordered, That compilation 1339 of 1850, containing replies to the Government Circular,

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Circular, No. 4138, dated the 20th May 1850, issued from the Revenue Department, be transferred to that department, to be returned when no longer required.

Ordered also, That it be intimated to the Political Department, that the delay in communicating to that department the result of the inquiries made in the Revenue Department is owing to the non-receipt of a reply to the circular from the Collector of Khandesh, who has again been requested to expedite its transmission.

(signed) *H. E. Goldsmid*,
Secretary to Government.

No. 11920 of 1851.

Transfer from the Revenue to the Political Department.

Resolution, 22d December 1851.

With reference to the resolution of Government in the Revenue Department, No. 11345, dated 2d instant, ordered that two letters from the Collector of Khandesh, Nos. 2125 and 2126, dated 17th idem, with the Minute of the Honourable Board recorded thereon, be transferred to the Political Department as the last of the reports due by the revenue officers of Government on the subject therein mentioned.

2. Ordered also, That the letters and minute above mentioned be returned to the Revenue Department when no longer required.

(signed) *H. E. Goldsmid*,
Secretary to Government.

No. 2125 of 1851.—Territorial Department, Revenue.

From *Alexander Elphinston*, Esq., Collector of Candeish, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

I have the honour to acknowledge the receipt of your circular, No. 4138, bearing date 20th May 1850, calling upon me to state whether I am aware of the prevalence of a belief among the natives that by means of "khutput," or intrigues at the Presidency, the arrangements of the local officers in the Moofussil may be defeated or superseded; and in that case, what remedy I would propose to obviate this evil.

2. Of the existence of such a belief among the natives, and its efficacy, there is no room to doubt. But I have been prevented from earlier replying to this letter, by the difficulty of meeting the command to offer any suggestion to remove the evil which would be likely to prove acceptable.

3. The centralisation of all power in the hands of Government and the Sudder Adawlut, both at the Presidency, and the little real power enjoyed by the local officers of Government, whose decisions and smallest fines of peons and menial servants are open to reversal, are calculated to weaken the authority of the local officers, and teach the people to look to Bombay as the place where they can get the decisions of the local officers reversed. This object is not always effected by the legitimate course, but by the expenditure of money.

4. When a native obtains an unfavourable decision of fine, imprisonment, or dismissal from service, his first step is to secure funds, far beyond his own wants and legitimate law expenses, to bribe people in Bombay. This is so well understood, that on his return his acquaintances generally greet him by saying, "How much had you to expend?" For it is by the force of money, and the extent to which it is used, that many decisions are supposed to be reversed.

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5. As an instance, I knew a case where a Brahmin dessai at Rutnageeree was sentenced to imprisonment by the session judge. The prisoner and his friends sent off a mookhtiar, or agent, to the Sudder Adawlut, with sums to expend, and boasted to the dufterdar of my office that the order would be reversed; and the hoondees, or sums taken up from a sowkar of the town, to be expended in Bombay, to the amount, I think, of about 900 rupees (whereas from 10 to 30 would have amply sufficed for the messenger's own expenses) were also mentioned to me; and finally, the result of the appeal was known to the family and friends of the prisoner, and was public in the bazaar, some days before the official notification of the result reached the station. But as no proof was procurable to whom the money had been paid, it would have been useless taking official notice of the matter. The money could not have been paid legitimately in court, as all criminal justice (except vakeels and lawyers' fees, and I did not hear they had been employed) is gratuitously conducted.

6. It is currently believed by almost all, if not all natives, in the Moofussil, that the sherustedars of the Sudder Adawlut take bribes; and they are said to live expensively, and beyond their pay. But if your informant is questioned, and proof is demanded, the question is met with a smile of derision, and some such reply as, "You know, sir, to pay, and then to 'peach, is disgraceful; and no man would ever be trusted again by an official, if he had occasion to go to one a second time, after having once betrayed the fact of the bribe's acceptance."

7. It is only the lower orders of people, and they often only under the force of circumstances (such as a quarrel or dissatisfaction with the officer who received the bribe), who ever avow, before an officer of justice, having paid a bribe.

8. I regret to state that, according to my own observation, and the opinion of intelligent natives, it is generally considered to be honourable and meritorious to commit perjury, to run the risk of its penalties, to save the recipient of a bribe, and to incur any hardship rather than give up his name, or to admit, even if put on oath, that any bribe was given. At the same time the amount of strictly legal proof required to insure conviction in a court of justice is so great, that a resolute withholding of the truth is all that is necessary to make conviction, in cases of bribery and perjury, nearly impossible.

9. In a case of perjury committed for trial by the magistracy to the Session Court, the session judge found a conviction; but the Sudder acquitted, because the person through whom the bribe was delivered to the district officer was asked if he had given him the bribe, and he denied the fact; and on appeal from the sentence of the session judge, the Sudder ruled that the witness, though giving evidence on his oath, did not commit perjury, because if he had replied in the affirmative, he would have rendered himself liable to prosecution for an attempt (by the act of bribery) to pervert the course of public justice. But the witness might have refused to reply, or have obtained a promise of exemption from prosecutor. This, however, did not suit him; he was determined at all hazards to deny the fact of having given the bribe to save the officer who took it; and by the refinements of English law, unhappily for public example required to repress such crimes, escaped merited punishment. But such refinements of law are ill adapted to the state of the people in the Moofussil, and will render future convictions of native officers nearly impossible, if the person who gives the bribe, and is principal witness, may withhold his evidence with impunity.

10. The agency by which bribes are said to be given to the sheristadars of the Sudder is by the vakeel of the Zillah Court writing to the vakeel of the Sudder Court, who pays the money to the Sudder sheristedar; but sometimes the party interested goes himself to Bombay, and either by direct communication with the Sudder's sheristedar, or through the agency of his Sudder vakeel, settles what he is to pay to procure a favourable decision. Of this, however, I am only informed by public rumour.

11. In most cases, I imagine the sheristedars merely delude the parties from whom they are supposed to take bribes, in making them imagine the bribe can be of any efficacy to the cause they profess to help to a favourable decision. In some cases the Sudder sheristedars are supposed to give the Sudder judge to whom they take the papers an abstract of the chief features of the case, and of the

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the evidence, to notice any illegalities, irregularities, or inconsistencies in the evidence, and by this means to give the mind of the judge a previous bias, *pro* or *con.*, which may exercise an important influence upon his ultimate decision; and it is only upon this presumption of his utility that a bribe could ever be offered to the sheristedar.

12. In civil business both sides are on a par, and their merits are equally discussed. In criminal business there is no appointed public sworn prosecutor in attendance, when the case comes before the Sudder to delineate the facts and the evidence in support of the lower court's decisions; and if the case be voluminous and intricate, it may happen, in taking a mass of evidence all at once, that the mind of the judge may be fatigued and his attention flag, and some of the points and bearings of the case may be overlooked, and a decision may be given very different from what that judge would have given if he had heard that evidence piecemeal, as with labour and cross-questioning it was gradually extracted *vivâ voce* from each successive witness by the zillah judge.

13. I am, therefore, of opinion that generally the Sudder judge cannot be in so favourable a position as the session judge to ascertain and determine the value of the evidence, and whether it establishes the facts charged, and that reviews of the evidence are likely to do harm in releasing criminals, and that their reviews should be confined to the examination of points of law on which doubt may be entertained.

14. To make public justice of a less fluctuating character, and more highly thought of by the people for whose benefit it is intended, more should be done in sight of the people by giving the local courts more power, and abstracting it from the Sudder. I would, therefore, propose as a remedy that each zilla judge should have three selected native judicial functionaries of the highest character as sworn permanent jurors; and when they unanimously concur with the zilla judge in finding a prisoner guilty, to that sentence, except on a point of law, no appeal should be open to the Sudder; unless it may be in cases of capital punishment.

15. It is remarked by the natives, and was mentioned to me also as his opinion by Mr. Bazett, the judge of Candeish, that penal sentences against wealthy persons, and more especially against influential Government servants, were more frequently reversed than decisions against poor people. In proof of this, he mentioned to me in conversation his having, on the 4th July 1849, sentenced to transportation for life Umrootrow Wulud Soorajee Deshmook, charged with murdering his kept woman while she was sleeping with him, but the prisoner was discharged by the Sudder. And, on the other hand, he stated that in another case, where three persons went to rob a patel's house of some grain, who were not professional robbers, and probably for the first time had committed an offence, that on the 6th April 1850, he passed sentence of death on Dhurma Wulud Chimun Naik, a poor Bheel, one of these robbers, as he had stabbed the patel to escape from his grasp when he caught him robbing his house. The judge, however, recommended the prisoner to mercy; but on him, by order of the Sudder, capital punishment was executed. Further, in the case of one Gungadhur Ramchunder, head carkoon in charge of the Pachora Mahal, who compelled one Balla Wulud Dhunjee to send to his father, Dhunjee Wulud Nagoo, for 500 rupees to escape being imprisoned and having irons put on his legs, which disgrace the head carcoon, without just cause, threatened, unless the bribe he demanded of 500 rupees was given him,—Mr. Bazett, the judge, on the 27th April 1850, sentenced this head carcoon to three years' imprisonment with hard labour, and a fine of 1,000 rupees, or two years' further imprisonment with hard labour. When the case was first sent up for trial to the session judge, the carcoon was charged with extorting the bribe; but as the two persons through whom the negotiation was conducted on behalf of the carcoon, and through whom the money was paid, denied the fact, the judge directed that all three persons should be sent up on a charge of conspiring to injure public justice. But the time and place of the conspiracy not being clearly defined in the charge, the prisoners, by the Sudder, were discharged. The zilla judge informed me, that on trivial grounds weighty evidence against the prisoners had been overlooked and set aside, and his judgment reversed. Money was rumoured on this occasion to have been sent to Bombay, and an active, intelli-

gent agent, one Shamrow Ramchunder, well acquainted with all the people of the Sudder, was despatched to the Presidency immediately after the zilla judge gave his decision, in order to get it reversed.

16. From the prevalence of the belief that the expenditure of money can indirectly purchase the reversal of an unfavourable decision, I fear there must be some foundation in truth to account for the rumour; and the only remedies I can suggest for the removal of the evil is to give the sentences of the zilla courts, more especially in the cases where Government servants have been convicted, the support in the Sudder of a Government public prosecutor, a sworn officer, to uphold the decisions of the zilla courts, so far as may be consistent with the evidence and reasons recorded; and that there should be no appeals in criminal cases from the Session Court on the fact of whether the prisoner was innocent or guilty, if three selected native judicial functionaries of the highest character concurred with the judge in finding the prisoner guilty.

I have, &c.
(signed) *Alex. Elphinston*, Collector.

Candeish Collector's Office,
Dhoolia, 17 December 1851.

No. 2126 of 1851.—Territorial Department, Revenue.

From *Alexander Elphinston*, Esq., Collector of Candeish, to *H. E. Goldsmid*, Esq., Secretary to Government, Bombay.

Sir,

In acknowledging the receipt of your letter No. 11344, dated the 2d instant, I beg, in reply, to refer you to my letter to your address, No. 2125, of this day's date, and to which I should have earlier replied had it not been for the difficulty of offering an effectual remedy to the evil complained of.

I have, &c.
(signed) *Alexr. Elphinston*, Collector.

Candeish Collector's Office,
Dhoolia, 17 December 1851.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

TRANSFER to Political Department, as the last of the reports due by the revenue officers of Government.

(signed) *Falkland.*
J. Grey.
D. A. Blane.
A. Bell.

20 December 1851.

(True extract.)
(signed) A. Malet, Chief Secretary.

Replies of Officers under the Bombay Presidency on Khutput.

Further Proceedings on the subject of the alleged Prevalence, under the Bombay Presidency, of a system of Intrigue designated "Khutput."

Extract Bombay Political Consultation, September 1852.

Political Officers.

R. Keays, Esq., Acting Agent for Sirdars in the Dekkan.

Has reason to think that belief in the efficacy of the practice of making khutput in Bombay is prevalent; has often heard of parties sending money to Bombay to keep up agitation.

Suggests that Government should refuse to receive petitions, except through the local officers.

R. K. Pringle, Esq., Commissioner in Sind.

Connexion of Sind with Bombay so recent, that he does not think the impression prevails to any great extent.

It is difficult to suggest any remedy which would not interfere with the facilities for procuring redress of real grievances; thinks it may be best left to find its own level.

Captain *J. Leckie*, Acting Political Superintendent, Pahlunpoor.

Is not of opinion that other than the usual modes of obtaining redress exist.

H. W. Reeves, Esq., Political Agent in the Southern Muratha Country.

Is of opinion that in the minds of the wealthier portion of persons, chiefly those connected with the Jageerdars, a belief exists of the efficacy of private influence in Bombay, in procuring the reversal of decisions by the local authorities.

Almost impossible to draw a line between it and legitimate modes of obtaining redress.

Government might caution its officers against lending an ear to the representations of parties who may endeavour privately to interest them in questions unconnected with their own duties.

W. C. Andrews, Esq., Agent for the Governor, Surat.

Is not aware that in political matters any impression of the sort prevails in the limits of the agency.

Major *G. L. G. Jacob*, Political Agent, Sawunt Waree.

The belief is general of influence at the Presidency being of use in thwarting local measures; but no cabal has existed at Sawunt Waree during his administration.

Difficulty of suggesting any plans for eradicating it, as it springs out of the system of allowing appeals, reversals of decrees on mere technicalities, and the belief fostered by designing persons in Bombay.

Suggests that answers to petitions should be sent through the local officers.

T. Ogilvy, Esq., Political Agent in Kutch.

Reports that a belief exists in Kutch that objects unattainable through the regular channel may be accomplished at the Presidency by agitation and intrigue.

Suggests that Government should publicly intimate that they will receive such petitions only as contain definite charges of oppression against the Rao.

Replies of Officers under the Bombay Presidency on Khutput.

H. B. E. Frere, Esq., Commissioner in Satara.

Defines khutput to be agitation; the process of making it varies; the term seldom applied to the regular modes of obtaining redress; it almost invariably implies something beyond the ordinary routine of appeal to superior authority. Details modes of fostering the belief in it in Bombay; considers that a belief in its efficacy pervades all classes; that it has its origin in ignorance of the real principles and system of our Government. Whatever informs and removes that ignorance tends to eradicate the belief in the efficacy of khutput. Suggests lectures to chiefs on visits to Bombay on the system of Government. Public notifications, one addressed to natives showing the folly of the practice; the other to Government servants, directing them to do their best to discountenance and stop it. Alteration of the system of appeal to Government. Paras. 32 to 40.

Captain *R. Wallace*, Political Agent, Mahee Kanta.

Has no reason to believe that belief in the efficacy of khutput exists in Mahee Kanta. States that the practice of petitioning Government has increased, and suggests that no intermediate communication be made to petitioners pending the reply to their petitions.

Major *Lang*, Political Agent, Kattywar.

Doubts the existence of the feeling in Kattywar among the chiefs, or any of the better informed members of the community. Considers the increasing system of petitioning Government an evil, and should be discouraged.

Captain *H. Aston*, First Assistant Political Agent in Charge, Kattywar.

Para. 6. Considers that the belief prevails in Kattywar; suggests a notification prohibiting the writing of introductory letters; the non-receipt of any paper relating to suitors not written in the language of the country to which they belong; that no calumnious petition be recorded or translated, until the writer of it be clearly ascertained, with other details for disposing of such petitions. Para. 7. Shows the evils attending anonymous petitions, and inquiring into accusations of bribery; the expediency of punishing false accusers, and rewarding those who can prove their accusations.

Major *L. Brown*, Political Agent, Rewa Kanta.

Has no reason to suppose that the belief prevails in the districts under his agency.

States the belief in it in other places.

Suggests that the decision of local authorities be reversed as seldom as possible, and never for technicalities. In all reversals of decisions, the reasons to be given fully.

H. L. Anderson, Esq., Acting Political Superintendent, Kolhapoor.

Is of opinion that the practice of khutput has not extended to Kolhapoor, though he has known instances of it in the Southern Muratha Country.

Considers that the impression must exist under every Government, especially under one of such centralisation as that of India, the glory of which is, that every man's every complaint shall be investigated, and, if necessary, remedied.

Has never known it in the Southern Muhratta Country carried to such an extent as to cause embarrassment.

J. D. Inverarity, Esq., Political Agent, Southern Muratha Country.

Suggests prepayment of postage on all petitions transmitted to Government.

Lieutenant-colonel *Outram*, C. B., Resident at Baroda.

Considers that he has proved that a belief in the efficacy of khutput extensively prevails in the Gaekwar territories. Suggests that full support should be given to the local officer. (1.) A letter be written to his Highness the Gaekwar,

Replies of Officers under the Bombay Presidency on Khutput.

Gaekwar, expressing the sentiments of Government in forcible terms, and the hopes of Government that his Highness will co-operate with the Resident in eradicating the system; that his Highness will dismiss his minister, who has lost the confidence of Government; that his Highness will publicly proclaim his unalterable resolve to punish those who seek to gain assistance from officials by improper means; that his Highness will proclaim his firm resolve to punish such of his subjects who may thwart or embarrass the proceedings of any legally-constituted British court or commission. (2.) That Government should address the Resident a letter, to be read by him in full Durbar, expressing deep interest in his efforts to root out corruption, its satisfaction at his success, its determination to give cordial and powerful aid, and declaring its hope in the result of his labours. (3.) That some substantial mark of acknowledgment be given to Venayek Moreshwer Furkey in public Durbar. (4.) That the Resident be authorised to address to Soorujram, the native agent, a decisive expression of its approbation for rejecting a bribe, and for aid in tracing iniquity; and that some substantial token of that approbation be given to him. (5.) That Nursoo Punt's offences and punishment be publicly notified. (6.) That Government authorise the Resident to express publicly to Setanee Joetabhaee its deep sympathy with her sufferings, &c., and its sincere regret that it had been misled into indirectly permitting the persecution she had endured. (7.) That a court be established for the trial of official servants of the Residency for bribery and corrupt breach of faith. (8.) That if such a court be not established, a legislative enactment be framed, declaring those offences to be felony, and defining their punishment. (9). That the Act XXXVII. of 1850 be amended in four instances.

JUDICIAL OFFICERS.

A. K. Corfield, Esq., Acting Judge of the Konkun.

STATES that the belief in the efficacy of khutput exists very generally in that zillah, particularly among Government servants.

Suggests that the superior authorities should invariably assign reasons in detail for the reversal of the decision of the local authorities.

W. C. Andrews, Esq., Judge at Surat.

Has reason to suppose that an impression of the efficacy of khutput is prevalent among some classes of the community as regards the Court of Sudder Adawlut.

Suggests that the greatest circumspection be exercised by the judges and others connected with that court, in their private intercourse with natives of respectability in Bombay.

J. R. Morgan, Esq., Assistant Judge at Broach.

Is led to believe that an impression prevails that by obtaining the interest of parties in power in Bombay, acts of the local authorities may be defeated. Offers no suggestions.

J. C. Harrison, Esq., Judge, Ahmedabad.

Supposes that the belief does exist.

Thinks that the higher class of natives in the large cities in the Mofussil have friends or agents in Bombay, through whose influence they are able to obtain the earliest information on all subjects of interest, and that a belief obtains that this power may be extended to attain objects.

Is of opinion that any remedy must have for its object to secure the deliberate and regular sifting and reporting of all matters referred to Bombay.

J. Woodcock, Esq., Acting Judge, Ahmednuggur.

Has little doubt that the impression prevails, and that sums of money are therefore constantly being sent to Bombay.

Replies of Officers under the Bombay Presidency on Khutput.

The remedy lies in Bombay; information not officially received or not publicly placed on record should not be allowed to influence official acts; no reversals or alterations of local decisions should be made without the reasons being distinctly assigned, and this should be obligatory by law.

R. Bazett, Esq., Judge, Khandesh.

Is led to believe that the impression exists in Khandesh of the efficacy of khutput; the injurious tendency of such belief; reasons for its existence proved in the reversal of decrees affecting wealthy natives, while those affecting poor persons are confirmed.

Cannot suggest any remedy.

W. E. Frere, Esq., Judge of Dharwar.

It is beyond doubt that a belief of the efficacy of khutput in Bombay does exist; fears that, as it is so congenial to the native mind, it cannot be eradicated.

Is credibly informed that there are agents in Bombay, to whom natives write from all parts of the country, to make khutput for them.

Tendency to ascribe success to khutput rather than to the justice of a cause.

The only means that he can see is, that Government should make it a rule never to restore a discharged servant, unless the injustice be such as to require at the same time the punishment of the authority who committed it.

The Sudder Adawlut should publish weekly the whole of their decisions, with the whole cases, as sent up from the zillah.

W. H. Harrison, Esq., Judge, Sholapoor.

Believes in the existence of the feeling, but considers that unless there be grounds for the supposition that by money payments, indirect influence can be brought to bear on the highest authorities, it will be only fair to conclude that the practice is not such as to amount to an evil of the magnitude supposed.

It cannot be treated as a crime, that men make use of all the influence they can command in time of adversity; it is not considered one among ourselves, to make interest for advancement or for redress of real or imaginary injustice; yet this is khutput without the money payments, which the native of India, as a matter of habit, considers an essential part of the business.

R. Keays, Esq., Acting Judge, Poonah.

Has reason to think the belief is prevalent, and has often heard of large sums of money being sent to Bombay to keep up agitation.

Suggests that petition should only be received by Government through the officer to whom, in natural course, it would be referred for report.

Revenue Officers.

R. D. Luard, Esq., Collector of Continental Customs and Excise.

States that the impression of the efficacy of khutput is universal, both among Europeans and natives.

Thinks a committee should be appointed to inquire into this pernicious system, under the protection of which he could give his evidence.

Is of opinion that the loss of the cotton trade, and the increase of intemperance, and the impossibility of improving the character and condition of the people, arise from the system.

Considers a public investigation necessary.

A. N. Shaw, Esq., Revenue Commissioner, Northern Division.

Believes that the impression prevails; gives instances which he has heard.

Suggests that no native sheristadar should take the same tour two consecutive years with a Judicial Commissioner; that a Judicial Commissioner should hold his court and take petitions in the judge's open court. That no native or European

European authority should accept fish, fruit, sugar, &c.; that the orders on the subject of debts in force in the Mofussil should be applied at the Presidency.

Replies of Officers under the Bombay Presidency on Khutput.

H. W. Reeves, Esq., Collector, Belgaum.

States that the belief does exist among the wealthier persons in the collectorate, chiefly those connected with landed estates. Suggests that Government servants should be cautioned against listening to representations from parties who may endeavour to interest them, in matters unconnected with their own duties.

E. H. Townsend, Esq., Revenue Commissioner, Southern Division.

Has long been aware of the impression of the efficacy of khutput among the natives; suggests great circumspection in admitting the visits of natives at the Presidency.

J. N. Rose, Esq., Commissioner for Claims on Transit Duties, &c.

States that the impression is very prevalent in the Dekkan, particularly in the Poona Zilla.

Suggests that the reasons for reversing the decision of the Mofussil authorities should be always given.

E. C. Jones, Esq., Agent at Colaba.

Believes that the practice of personally proceeding to Bombay, to complain of real or imaginary grievances, is very common. Has never detected that any undue influence has been exerted, in cases of reference between Government and his office.

J. D. Inverarity, Esq., Collector, Sholapoor.

Has little doubt that the system of khutput making in Bombay is supposed by natives to be an effectual means of defeating or superseding the arrangements of local officers.

Suggests that a certain time should be allowed for the presentation of an appeal, which should be preferred through the local officers.

J. S. Inverarity, Esq., Second Assistant Collector, Sholapoor.

Reports that the belief is common throughout all grades of society in his districts.

R. Hosken, Esq., Assistant Magistrate, Sholapoor.

States that several respectable natives have appeared strongly impressed with the idea that the decision of Mofussil officers can be reversed in Bombay for a consideration, which usually varies from 300 to 1,500 rupees.

Lieutenant *Francis*, Settlement Officer, Poonah.

States that it does not appear that the belief exists in his department, but has good reason to suppose that it does obtain in the Revenue and Judicial establishments. Cannot suggest any mode of suppressing it; but considers that, if decisions are only reversed on good reasons, it will be harmless.

R. Spooner, Esq., Collector of Ahmednuggur.

States that generally, and among all classes, an impression exists that if a petitioner proceed to Bombay, or employ a person there, he is more likely to succeed than if he merely forwarded his petition. Agents are sometimes kept in Bombay, merely to supply early intelligence.

Cannot offer any suggestion.

W. W. Bell, Esq., Collector, Dharwar.

Has no room to doubt that the impression is very general, particularly among the members of the Government establishments. Considers it inherent in the native mind, which is more debased now than 100 years ago; as we have by our system of education broken the moral ties of the native superstition,

and

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and substituted none in their place. Believes its eradication to be impossible; but that it may be controlled by extreme circumspection in interfering with the proceedings of local officers, by justice and impartiality, and by assigning full reasons for reversal of the decisions of local officers.

Lieutenant *W. C. Anderson*, Acting Superintendent Revenue Survey, Dharwar.

Thinks that a belief does prevail among the higher classes, that by appeal to the Presidency there is a chance of getting a decision of the local authorities set aside; that it is in some measure the unavoidable concomitant of the existence of the right of appeal to Government. Suggests that the decision of the local authorities be considered final, as much as possible, by restricting the right of appeal; and that no Government servant should be re-employed who has been dismissed for dishonesty or gross carelessness.

E. M. Suart, Esq., Sub-Collector of Nasik.

Has no doubt that an impression does prevail, that by means of intrigues at the Presidency and a liberal expenditure of money, any object, right or wrong, can be effected. Gives a detailed instance.

Makes no suggestions.

E. G. Fawcett, Esq., Collector, Surat.

Reports that no specific instance has come under observation; can hardly expect but that such impression must exist among a people lately under a corrupt system of government, which will take time to wear out.

Suggests that reasons for the reversal of Mofussil decisions should be given.

J. S. Law, Esq., Collector, Tanna.

Does not think the impression exists, except to a certain extent in regard to political cases, and those in which native officials are implicated; attributes it to the misrepresentations of vakeels; the belief mostly confined to the native servants of Government. Suggests that reasons for acquittals be given by the Sudder Adawlut.

H. P. Malet, Esq., Acting Collector, Poonah.

States his belief that the impression of the efficacy of khutput is universal. Much khutput arises from the difficulty in carrying out the order relative to anonymous petitions. Suggests that reasons for reversal of the decisions of the local authorities be given in full.

G. B. Seton Karr, Esq., First Assistant Collector, Poonah.

Reports that the belief is prevalent, but not confined to any particular class, that khutput not only is used in a bad sense, but merely to signify importunity, in which natives have great faith. Considers that any notification on the subject would lead to the idea that Government wished to discourage petitioning.

Alexander Gibson, Esq., Conservator of Forests.

Cannot wonder that the impression on the native's mind as to the efficacy of khutput should be universal.

Suggests that previous to ordering a reversal of a local order, the reasons for it should be sent to the person whose order it is intended to reverse for his explanation; that all judicial appointments should be made by Government on recommendation from the local officers; that moonsiffs, karkoons, and peons be Government servants.

That the accounts of batta for summonses should be publicly kept; considers the total isolation of the Judicial Department in the districts one of the first causes; mentions a report that wealthy natives at the Presidency turn the belief to good account.

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L. R. Reid, Esq., Second Assistant Collector, Poonah.

Considers the feeling to be general.
Can suggest no remedy but time.

C. G. Prendergast, Esq., Acting Collector, Kaira.

States that there appears to exist a belief in the practice.
Suggests that a proclamation might be beneficial.

J. M. Davies, Esq., Collector of Broach.

States that an undefined, though not unnatural belief in the efficacy of khutput, appears to obtain among people incorrectly informed of the internal machinery of Government; does not believe that it extends to the more intelligent and better informed.

Cannot suggest any remedy; time alone can overcome the ignorance of the masses.

W. Hart, Esq., Inam Commissioner.

Has for some time been aware of the prevalence of the belief; names two persons who are said to be agents in Bombay, for cases connected with the Southern Muratha Country. Suggests that Government should not recognise the Bombay agent of a petitioner, but at once send the petition for investigation or report to the local officer, informing the petitioner, not the agent, of their course; the prohibition of any appearance on the part of Government officers of interfering with other officers; that grounds of decrees in criminal courts should be recorded; as also for all reversals or revision by the superior courts.

A. D. Robertson, Esq., Commissioner for Claims, &c.

Considers that the impression is general, but stronger in Guzerat than in the Dekkan.

Suggests publicity, in the language of the zilla, of the grounds for reversal of decrees.

E. L. Jenkins, Esq., Acting Collector, Ahmedabad.

Believes that there is no doubt that natives generally believe in the efficacy of khutput.

Suggests in all reversals of the decrees of the local authorities the reasons should be fully given; that interviews between Europeans and wealthy natives should be as public as possible.

G. Coles, Esq., Collector, Southern Konkun.

Believes the impression to be very general in the zilla. Suggests the utmost publicity in all official proceedings. That all references, not strictly belonging to civil procedure, should be made and answered in English, &c. That the employ of English barristers will destroy the faith in the benefit to be derived from native friends; that all private notes on official matters should be recorded. That Government should prohibit matters relating to individuals in the public service being made the subject of correspondence or conversation with natives; that getting into debt to natives should be discouraged.

Alexander Elphinston, Esq., Collector, Khandesh.

States that there is no doubt of the existence of a belief in the efficacy of khutput.

Attributes it to the centralization of power in Sudder Adawlut and Government.

Suggests in criminal cases before the Sudder, the employment of a public paid and sworn prosecutor; that the local courts should have more power, each having three selected native permanent jurors, and that on a unanimous verdict, no appeal should lie to the Sudder.

(signed) *A. Malet*,
Chief Secretary.

10 June 1852.

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MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*.

1. THE correspondence contained in the accompanying mass of papers had its origin in the following circumstances:—In May 1839, the Bombay Government* informed the agent for Deccan Sirdars that the Government of India had granted† the daughter of a deceased Sirdar a pension of 1,500 rupees per annum. On the 1st April preceding, a person had obtained a written agreement from the members of the family of the deceased Sirdar, to the effect that, as he was making efforts to get Government to grant an allowance to one of the family, he was to receive a sum equal in amount to one year's proceeds, provided that, within two months from that date, an order for the allowance being granted should be received at Poona. The genuineness of the deed having been established, as also the receipt of the order before the expiry of two months, the moonsiff decided for the plaintiff.

2. His decision was reversed on appeal by the Acting Assistant Judge (Mr. Hart), on the grounds that it had not been proved that efforts had been made by the plaintiff, and supposing they had been made, they must have been illegal and irregular. The Sudder Adawlut, in their turn, reversed the Assistant Judge's decree, and upheld that of the moonsiff, on the grounds that "the note of hand (agreement) was proved correct, and that the pension was granted, according to the conditions, within two months, the Court further stating that the appellant (original plaintiff) appeared to have rendered service that was useful in forwarding the views of the family, though their decree does not state how this appeared.‡

"Because there was nothing to show that it was owing to his exertions (a condition implied in the deed) that the pension had been granted; because no exertion of any kind had been proved; and because if any such exertions had been made, they must have been *primâ facie* illegal and irregular, not being made through the agent for Sirdars, the officer appointed to communicate with Government on such subjects."—Para. 6 of Mr. Hart's letter, No. 1901, dated 17th April 1850.

3. It occurred to the Assistant Judge, Mr. Hart, that intimation of the grant having been made must have reached the nominal plaintiff, through some breach of confidence before the date of the agreement, and that "he had then got the defendants to execute it by inducing them to believe that he had been and could be useful in obtaining from Government the allowance," and Mr. Hart appears to have availed himself of the opportunity afforded by his being subsequently placed at the head of the Inam Commission, of corresponding direct with Government, to ascertain§ whether this surmise was correct.

Para. 8 of Mr. Hart's letter.

4. On being informed ‖ that the sanction for the pension could not have reached Bombay for about a fortnight after the date of the agreement, he was led to infer and admit that his supposition must have been incorrect; but with reference to the opinion which he considered was implied in the decree of the Court, he suggested that inquiries should be made as to who the appellant, Hummunt Bhekajee, and Dajee Wamun were, and whether or not a traffic in agreements, of the nature of that filed in the case under disposal, was common, and he remarked as follows:

"I trust I shall be pardoned for adverting to a general subject of the same nature. There unfortunately exists among the inhabitants of this part of the country, and, I fear, elsewhere, an idea that intrigues at the Presidency will often defeat or supersede the arrangements of local officers in the Mofussil. I do not mean by the course of open appeal from

"At the same time, I beg most sincerely to disclaim all intention of adopting the opinion which seems to be implied in the decree of the Court of Sudder Dewanee Adawlut; for I can never believe that Government, having an agent at Poona for the settlement of such claims as the Chowderies, could be influenced by any Hummunt Bheekajee or Hurrees."—Para. 9 of Mr. Hart's letter.

"For," Mr. Hart observes, "it is evident that the existence of such a traffic must be mischievous, as leading to the belief that pensions and similar grants are purchasable, and that their purchase is recognised by the highest court of law in the country."—Para. 10 of Mr. Hart's letter.

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* Political Department, letter, dated 3d May 1839, No. 962.

† Reported to the Honourable the Court of Directors, in Political despatch from the Bombay Government, dated the 22d June, No. 21 of 1840, paras. 112–122.

‡ Para. 7 of Mr. Hart's letter, dated 17th April 1850, No. 1903. *See* also decrees passed by Messrs. Simson, Hutt, and Brown, judges; a copy and its translation annexed to Mr. Hart's letter.

§ *Vide* para. 8 of Political despatch from the Bombay Government to the Honourable the Court of Directors, dated the 17th September, No. 69 of 1851, and Enclosure No. 1 to Collection No. 4 of proceedings accompanying that despatch.

‖ He was misinformed, as will be seen from my separate minute. Secretary's letter to Mr. Hart, dated 17th May 1849, No. 2114.

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from the local officers' orders, but by secretly making friends in high places, who will, irrespective of right or wrong, interest themselves for the intriguer, and that this sort of patronage will often enable a person to obtain objects which he could have no chance of obtaining, were the propriety of them left to be sifted and reported on in a deliberate and regular manner.

"This sort of intrigue is here familiarly called "making khutput," in Bombay, and such khutput is looked upon as a remedy for all sorts of difficulties. It is considered as of sufficient virtue to obtain the restoration to place of an official servant dismissed for incapacity or dishonesty, or even the release from jail of a convicted criminal."

5. Our circular* recited the above assertion in almost the same terms as those used by Mr. Hart, and called upon the various officers of Government to state whether or not such a belief as that alluded to by him existed in their jurisdiction, and if so, for their opinion as to the best means of disabusing the minds of the people on the subject.

6. Mr. Hart has, I believe, rendered fairly enough the meaning of a word which has recently become so familiar to the inhabitants of this Presidency, that any person visiting Bombay for the first time would learn with surprise, that previous to the issue by Government of our circular of the 15th of May 1850, the existence of such a term was known but to very few Europeans.

Revenue Department, 20th May. Judicial Department, 23d May.

7. In as far as I have been able to ascertain from persons critically acquainted with the Mahratta language, the English word "canvassing" best and most correctly expresses the signification rightly to be attached to it; such signification has, however, by a gradual perversion of the original meaning, come to be "intriguing," in the sense of seeking a desired object by secret and corrupt means," and in this latter and worse sense it would appear to be now very commonly used. It has, in fact, become a cant term; the sense attached to it by natives and others having, in consequence of the excitement originating in the correspondence which has lately taken place relative to Baroda affairs, been perverted from its original meaning, and every one who has, or conceives he has, a grievance, now protests that he is the victim of khutput, not perhaps quite comprehending the purport of the word, but having an indefinite idea that it is something very bad. Ignorance of the exact nature of an evil, or the want of a clear knowledge of the degree in which it may affect them, does not, however, render it less dreadful to those who conceive they are likely to suffer from its influence.

8. Before considering the tenor of the replies received as relating to the belief in khutput, I would recall to the recollection of my colleagues that the answer† of Mr. Luard, collector of Continental Customs, recited sundry grounds of complaint against the proceedings of the Bombay Government some years before my arrival in India, but did not furnish the information or suggestions for which we had asked him, and was therefore entirely useless as an aid to our deliberations with regard to the measures to be taken to remedy practically an evil, the existence of which is not to be denied, although it may be more than doubted, first, whether it pervade this Presidency more than any other part of India; and next, whether, if such be the case, more cause exists here than elsewhere for its asserted prevalence. The tone of Mr. Luard's communication is extremely objectionable; but consideration for the morbid feelings of the writer on the subjects to which it particularly refers induces me to abstain from further notice of it, as the matters to which it alludes have already been fully reported by our predecessors in the Government, and pronounced on by the Honourable Court. With these remarks, I dismiss the first letter of the collector of Continental Customs.

9. Mr. Luard had previously addressed to Government a letter,‡ equally devoid of information with the former, but couched in such reprehensible terms as

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* Reported to the Honourable Court in paras. 8 and 9 of Political despatch, dated the 17th September, No. 69 of 1851.

† Copy of this letter formed enclosure No. 34 to Collection No. 4, accompanying Political despatch from the Bombay Government, dated the 17th September, No. 69 of 1851.

‡ Copy of which was forwarded to the Honourable Court with Revenue despatch, dated the 1st May, No. 60 of 1851.

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as to render it imperative on us to intimate to him our determination to remove him from his appointment unless he withdrew it, which he did.

10. The tone and temper of the reply* of Lieutenant-colonel Outram, the then Resident at Baroda, was likewise such as to call for the animadversion of Government.

11. It was to the effect that, not only is it generally supposed at Baroda that intriguing with parties in Bombay, who, regardless of the merits of a cause, would espouse it, and undertake to obtain the ear and bias the judgment of persons in authority, is commonly efficacious in obtaining the reversal of the decisions of the local officers, whether right or wrong, but that the course taken by Government in various cases, which he cites, has been such as has naturally tended to confirm the belief that persons in authority are themselves apt to be corrupt and ready to be so biassed. To prove this, he gives several instances in which the opinions of the Residents at Baroda for the time being have been overruled during the last 16 or 17 years, and reviews the proceedings of Government on each occasion; the direct inference to be drawn from his reasoning being, that khutput must obtain in its most objectionable form, unless Government virtually waive the right of reviewing, or at least of interfering with, the decisions of its Resident. It is, I conceive, impossible to admit the validity of the reasoning which would lead to such a result; but as the peculiar nature of Lieutenant-colonel Outram's reply has already rendered it necessary that we should transmit† it entire to the Honourable Court, with such observations as the part of it above referred to called for, it would be superfluous for me again to apply myself to that portion of it.

§ Summary of which is appended.

12. It would appear from the reports‡ of our other functionaries employed in the several departments in the Mofussil,§ that they are all but unanimous, both as to the influence among the native community of the idea regarding khutput, and the detrimental effects of that idea on the native mind; at the same time, on an attentive perusal of the various replies furnished in accordance with our requisition, I am utterly unable to attribute the general inclination to place reliance on indirect or discreditable means of obtaining an end, either to the existence of improper conduct on the part of our European or native officers, or to any inference that can be fairly drawn from the conduct of Government itself.

13. The several cases brought forward by our officers in the Mofussil as examples of the grounds which have existed for belief in the use of khutput should be laid before us by our secretaries, with a view of discovering whether, on declaring our decisions, there has been any such deficiency of explanation regarding the grounds of the orders issued in each case as could have fairly given rise to any misrepresentation of the opinion or intention of Government with respect to them, or whether there is anything in any of the cases requiring particular orders, or explanations, with reference to the circumstances alluded to by the officers who have adduced them in illustration of their replies.

14. A similar course should be followed with regard to such of the above cases as were decided by the Sudder Adawlut, their proceedings in each being called for by our judicial secretary.

15. Colonel Outram's letter differs from Mr. Luard's in this, that he proposes several measures of local application, the adoption of which he conceives would have a beneficial effect at Baroda, and of these I proceed to dispose at once.

16. They are, first, that a kurreeta should be addressed to his Highness the Gaekwar, communicating the regret felt by Government at the lax political morality prevalent in his capital, and urging his Highness to dismiss his minister

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* Copy of this reply was forwarded to the Honourable Court with Political despatch, dated the 29th November, No. 89 of 1851, and the "report" accompanying it was transmitted with Political despatch, dated the 22d May, No. 55 of 1852.

† Transmitted with Political despatch, dated the 22d May, No. 55 of 1852.

‡ Copies of these reports were forwarded in para. 9 of Political despatch to the Honourable Court, dated the 17th September, No. 69 of 1851.

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minister Bhow Tambekur, and to issue two proclamations. With all or any of these recommendations it would not, I conceive, be judicious to comply.

2d. That a letter should be addressed to Lieutenant-colonel Outram himself, expressive of the concurrence of Government in certain opinions which he entertains. The removal of Colonel Outram from Baroda would render such a letter futile, even were it advisable to send it, which, in my opinion, it is not, for other reasons.

3d. That a reward should be conferred on Moreshwur Furkey. The case of this individual is now under the consideration* of the Honourable Court.

4th. That praise should be given to Surujram, the present native agent, "for the rejection and exposure of the enormous bribe offered to him by Baba Nafra." This was done on the 16th April, in reply to a letter from Mr. Davies, relative to the disposal of the money in deposit.

5th. That Nursoo Luximun's offences, and the punishment they entailed, should be publicly proclaimed. When the proceedings relative to Nursoo Luximun were disposed of by us, we dismissed him from the revenue appointment he held, such dismissal of itself involving a prohibition against his ever again being employed in the service of Government,† and since our receipt of the Honourable Court's despatch, No. 19, dated the 23d June last, a formal circular‡ has been issued on the subject. As full publicity has therefore been given to Nursoo Luximun's disgrace already, from the various important offices filled by this individual, and his former high character sufficiently notorious, as is ever given by us to the degradation of any public functionary.

6th. That the sympathy of Government should be publicly expressed to Joetabaee Setanee. This has, I conceive, been already sufficiently done by the proceedings of Government towards that lady.

7th. That measures should be adopted to establish a new court for the trial and punishment of Government servants guilty of bribery and corruption. The establishment of a court which will embrace such cases has been assented to by his Highness the Gaekwar, on the representation of the present Resident, Mr. Davies, who communicated his Highness's assent to Government, under date the 24th of February last. Mr. Davies' proceedings were approved by Government, and authority given to establish the court on the 15th March.

8th. That if it be not advisable to establish such a court, a legislative enactment be obtained, declaring certain offences to be felony, &c. &c. The steps taken with regard to recommendation 7th render the consideration of this proposal unnecessary.

9th. That a legislative enactment should be obtained to amend Act XXXVII. of 1850.

Both Lieutenant-colonel Outram and Mr. Frere§ consider this Act to be defective.

The Act was prepared by the Government of India, and with our reply to their letter forwarding the draft of our opinion, we submitted some very sensible remarks by our legal remembrancer, deprecating any attempt to define the mode of procedure, and suggesting that it should be left to Government or the Commission "to pursue the inquiry on each case by the form of procedure best adapted to the circumstances;" had these suggestions been adopted by the Government of India, the criticisms of Lieutenant-colonel Outram and Mr. Frere would not have been apposite.

I do not, however, consider the Act so defective as it is supposed to be either by Lieutenant-colonel Outram, or by Mr. Frere.

The prosecutor should be eligible as a witness.

Firstly. As regards Lieutenant-colonel Outram's objections, I do not think that sections 5, 13 and 17, can be held to debar a party originating the accusations, and carrying on the prosecution, under the orders of Government, from giving evidence as a witness, and undergoing examination by the accused. The words "when the prosecution is not conducted on behalf of Government," used

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* Referred in Political despatch, dated the 5th of June, No. 60 of 1852.

† *See* Honourable Court's orders, despatch No. 42, date 6th August 1851; circulated by Government under date 12th November 1851, No. 1487.

‡ Reported to the Honourable Court in Political despatch, dated the 28th August, No. 76 of 1852, para. 13.

§ *Vide* Mr. Frere's letter, dated the 22d October 1851, copy of which formed Enclosure No. 1 to Collection No. 2, to Political despatch to the Honourable Court, dated the 17th of February, No. 19 of 1852.

used in section 17, appear to me, when taken in connection with the rest of the Act, to be merely intended to show that all cases are embraced in the permission accorded for giving evidence, with the exception of a case in which a person with whom the accusations have not arisen, might be employed by Government to conduct the prosecution.

The reply of the prosecutor should be entered in the proceedings with that of the accused.

I agree with Lieutenant-colonel Outram that the reply of the prosecutor should be recorded in the proceedings, as well as that of the accused. Under the law as it now stands, however, the Government, before passing judgment, can refer the proceedings to the prosecutor, if the party accused be subordinate to him. *See* section 22 of the Act.

In case the original charges be altered at the requisition of the Commission, it shall, in giving an opinion on these amended charges, also give an opinion whether, and how far, the charges as they first stood have been substantiated.

I dissent from this opinion. I do not think the Commission ought to be required to give an opinion as to how far charges from which the accused has not had an opportunity of defending himself have been proved. It may be noticed, the Commission is required by section 21 of the Act to submit to Government "such observations as they think fit in the whole case."

If the accused employ a legal adviser, time should be given for the prosecutor to secure similar assistance, if he be so minded.

In this also I agree. In the case, however, in which Lieutenant-colonel Outram was interested, the accused did not employ a legal adviser.

Secondly. As regards the defects complained of by Mr. Frere.

That the Act gives no power to reject irrelevant evidence.

This I deem to be a power inherent in a court so constituted, and I cannot consider express authority requisite.

There is no provision in the Act as to the language in which the proceedings are to be conducted.

There being no provision to the contrary, the self-evident conclusion is that the proceedings should be conducted in the language of the accused.

The Act contains no power to enforce obedience to the authority of the Commission in a foreign State.

As regards Baroda, the difficulty will, I believe, be met by the consent lately accorded by his Highness the Guicowar to the establishment of a court. I cannot conceive a case, however, in which respect to a Commission issued by the British Government will not be paid, in countries to which it is at all probable a Commission under the Act will ever extend.

The Commission cannot, at present, by sect. 14, call for fresh evidence after the close of the prosecution.

There is certainly a defect in section 19, rather than in section 14; the Commission should have power to call for fresh evidence at any stage of the proceedings, and the accused should be allowed to call further witnesses, and record evidence to rebut that newly taken.

The objections taken as above by Mr. Frere and Lieutenant-colonel Outram, and their remarks, if concurred in by the Board, may be sent to the Government of India for such notice and further legislation as they may deem advisable; but it appears to me utterly unreasonable to suppose that the alterations proposed by Lieutenant-colonel Outram, even if useful in themselves, could have any material effect in disabusing the minds of the people of Baroda, as to the firm belief he alleges them to entertain with regard to the efficiency of khutput. The Act after all is merely one prescribing the mode in which preliminary inquiries into the conduct of public servants may be conducted, and the acquittal of an accused person on charges preferred under it does not entail the necessity of his being retained in the public service, nor does either his acquittal or conviction preclude after proceedings in a criminal court.

That a strict conformity with the letter of the Act, or with the mode of procedure laid down for criminal courts, is not always considered necessary, appears from the fact of Mr. Frere having, without amending the charge, convicted Nursoo Luximun of an offence which formed no part of the charges preferred against him by the prosecution.

17. I now come to the consideration of the suggestions of the other officers of Government, who treat of khutput as an evil general in its nature, and to be met by measures founded on general principles of administration; but I do not propose to enter into detail in examining the various propositions of these functionaries, as I believe that almost all those of any value, or likely to have a direct and practical effect, have been already anticipated by the orders of Government.

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18. The rules under which petitions have hitherto been received and decided on, may however be reviewed, and consolidated by the Chief Secretary in a memorandum, which he will have the goodness to lay before us as soon as possible. It is probable that some of the rules now existing may have become obsolete, and that others may require correction, but no modification should, I conceive, be introduced, which would tend to limit the opportunities for legitimate appeal.

19. The means of giving publicity to the grounds of decisions by Government are provided for by the local officer being in each case, where his orders are overruled, informed of the reasons influencing Government, so that he can never be at a loss to afford the requisite explanations to the parties concerned (who are invariably referred to him for a reply), and he ought to be held answerable that this is always done.

20. The grounds of the decisions of the Sudder Court have lately been systematically communicated, not only to the parties concerned and to the court of original judicature, but even to the public by means of newspapers.

21. With respect to publicity, therefore, there seems nothing wanting on the part of that court or the Government.

22. Mr. Suart gives an instance of khutput in its worst sense, and as the name of the native gentleman concerned in it also appears in Captain Aston's report, I would have the judicial secretary orally to communicate to Mr. Juggunath Sunkersett what is on record on the subject, and express a hope that he will see the impropriety of a gentleman in the commission of the peace mixing himself up with such matters.

23. I conceive the belief as to the advantages to be obtained from khutput, as used in a bad sense, to have originated in the proneness to intrigue and the low state of morality, as far as truthfulness is concerned, of the natives of this country, who in their present state of education appear as a class incapable of conceiving that there is a human being unbiassed by feelings of moral cowardice, partiality, hatred, or other unworthy motives; and while the minds of natives are so constituted as to be unable to comprehend the existence of honourable feeling and purity of intention, and while they are ready to believe the wildest assertions made by the agents they employ, whose own interest it is to obtain as much money as possible from their employers on whatever pretence, this attempt to practise khutput must continue; and experienced and unprincipled agents will ever be found able to persuade their employers that if money be supplied, they, the agents, can corrupt, if not the authorities in Bombay, at any rate those under whose influence their dupes may be led to suppose those authorities to be. The remedy for this, to be effectual, must be gradual, and the offspring not only of the honesty, but of the circumspection of our functionaries, both native and European, in the discharge of their duties.

24. While expressing this conviction, however, I cannot but think that, if the officers of Government had invariably observed in their intercourse with native visitors, or with those inclined to take an interest in their affairs, a circumspect line of conduct of the nature indicated in my minute* of the 13th October 1851, the mischievous belief which exists regarding the efficacy of khutput could not have obtained the prevalence which it has. I yet, however, consider the subject to be one on which it will be impossible to issue minute instructions. The common sense, as well as probity of each individual, must be to a certain degree relied on, and although I would address the accompanying brief circular to the officers of Government, I would not attempt a code of precise instructions, for where the dictates of honour, discretion, and common sense are wanting as a guide, it is vain to hope that a code of regulations, which may be acted on to the letter and evaded in the spirit, could produce the effects desired.

While fully sensible of the advantages attendant on our civil officers being at all times accessible to natives, I am equally convinced that the utmost care should be taken during interviews to prevent such matters being discussed or adverted to as would, on inquiry, be likely to form a matter of grave consideration, either by themselves or public officers, and thus to avoid giving the impression of bias having been received, or any particular interest taken in such affairs.

25. It

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* Copy of which formed enclosure No. 10 to Political despatch to the Honourable Court, dated the 3d December, No. 92 of 1851.

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25. It must not be forgotten that, although it is our duty to do all in our power to prevent just grounds of mistrust in the decisions or orders of Government officers, we cannot reasonably hope that a belief which has extended so widely can be at once removed. I fear that we shall always find discontented persons, who will attribute a decision opposed to their interests, or the reversal of any inequitable or injudicious proceedings on their part to khutput, for it is much easier for such persons to suppose or assert that an adverse decision has originated in that bugbear, than for them to become convinced or be induced to allow that their case was bad or their judgment was faulty.

26. I cannot close these observations without recording my very decided opinion, that the members of the services under the control of Government are as upright a body of officers as any in the world, or without again affirming that the belief regarding the efficacy of khutput is attributable, not to any system of wilful favouritism, still less to venality on their part, but to the low morality of the native community. There exists what is khutput in essence, however it may be called, in all countries and under all Governments, even under those which are theoretically most purely administered, and most directly acted on by public opinion, and it would be well indeed if, in all, it had led to as little corruption as it has hitherto engendered here amongst those who are placed over a people, that, from the beginning of time, have been accustomed to regard the science of Government as the interested exercise of arbitrary power, and to look for the redress of their grievances or the attainment of their objects* through efforts to influence, in an illegitimate manner, authorities totally regardless of fixed and determined principles or of public opinion, and swayed solely by the dictates of personal interests or caprice.

(signed) *Falkland.*

2 September 1852. *D. A. Blane.*

EXTRACT from Lieutenant-Colonel *Outram's* Khutput Report.

THE Act XXXVII. of 1850 appeared to me to be simply permissive, not obligatory; to authorise, not to compel Government to bring unworthy servants to a public trial; to prescribe the mode of procedure to be followed when a public trial was resolved on, and not by any means to deter political officers from denouncing their subordinates, by compelling them to prove their accusations to the satisfaction of a legal tribunal. The Act simply provides that "whenever the Government shall be of opinion that there are good grounds for making a formal and public inquiry into the truth of imputations of misbehaviour by any person in the service of the Honourable East India Company, not removable from his office with the sanction of the same Government, it shall cause the substance of the imputations to be drawn up into distinct articles of charge, and shall order a formal public inquiry to be made into the truth thereof."

14. This inquiry "may be committed either to the Court, Board, or other authority to which the person accused is subordinate, or to other person or persons to be especially appointed by the Government Commissioners for the purpose."

15. The Commissioners' penal powers are limited to the punishment of "contempts and obstructions to their proceedings;" they cannot award any sentence. It is not even provided that they may recommend one; the Act simply ordains, that after the close of the inquiry, the Commissioners shall forthwith report to Government their proceedings under the Commission, and shall send with the record thereof their opinion upon each of the articles of charge separately, with such observations as they think fit on the whole case. The accused is allowed to record as lengthy defences as he chooses: not one word of the prosecutor's replies is allowed to be recorded.

16. It

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* What is now called "khutput," seems fairly described as an existing principle under the name of "patronage," in that portion of the Honourable Mountstuart Elphinstone's "Report on the conquered Territories," which relates to "the defects of the judicial system."

16. It is further prescribed by Act XXXVII. of 1850, that "when special Commissions have been appointed, the Government may also, if it thinks fit, refer the report of the Commissioners to the Court, or other authority, to which the person accused is subordinate, for their opinion of the case, and should finally pass such orders thereon as appear just and consistent with their powers in such cases."

EXTRACT from Lieutenant-Colonel *Outram*'s Khutput Report.

I WOULD therefore recommend

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7. That some measure be adopted for the establishment of a court by which the official servants of Government attached to the Residency of Baroda may be tried and punished for bribery and corrupt breach of trust.

8. Or, if such a court be not established, that a legislative enactment be obtained, declaring the above offences to be felony, and punishable with fine or imprisonment, or both combined, in addition to the repayment of any pecuniary consideration the parties convicted may have received.

9. That a legislative enactment be obtained to amend the Act XXXVII. of 1850, by providing,

1. That in every case the prosecutor be eligible as a witness.
2. That the reply of the prosecutor as well as that of the prisoner be entered on the proceedings.
3. That in case the original charges be altered at the requisition of the Commission, it shall, in giving an opinion on those amended charges, also give an opinion whether, and how far the charges as they first stood, have been substantiated.
4. That if the accused employ a legal adviser, time shall be given to the prosecutor to secure similar assistance if he be so minded.

EXTRACT Paras. 1, and 25 to 29, from a Letter from the Special Commissioner, Baroda, dated 22 October 1851.

I HAVE the honour to forward herewith, for the purpose of being laid before the Right honourable the Governor in Council, my proceedings as Commissioner under Act XXXVII. of 1850, on the enclosed charges brought by Colonel Outram against Nursoopunt Luxumun, late native agent at Baroda, to which duty I was appointed in your letter, No. 165, of the 16th May last.

25. As regards the working of Act XXXVII. of 1850, I would observe, that as the Commissioner cannot, like a Session Judge, conduct the trial, and is not furnished with anything similar to the proceedings of a magistrate, it would always be desirable that the prosecution should be conducted by a person well versed in judicial inquiries, as the only means of preventing the proceedings of the Commissioner being oppressed with irrelevant matter. The Right honourable the Governor in Council will perceive, that in the present case several letters and reports of Colonel Outram have been recorded which were perfectly useless, but which the Commissioner could not have suggested should not be filed, without leading either one party or the other to imagine that the trying authority was biassed, and several documents also are entered on the prosecutor's list of exhibits, which would have been perfectly useless, but which, had Colonel Outram insisted on filing them, as the Act gives the Commissioner no power whatever to reject any evidence tendered, he must have placed on record. In the present case, I had no hesitation, when depositions were tendered as evidence, in saying they were of no use, the witness must attend himself, or that we had the witness's deposition, which was evidence, while that taken elsewhere was not so, but it would not have been right in me, as mentioned above, to have with equal publicity rejected the reports and letters offered, and therefore, as the less of two evils, I thought it better to record them, and trust to my being able, when

when weighing the evidence, to reject all that was not really and legally proof, rather than give either party an opportunity of imagining they could see the bent of my mind.

26. Another defect I observed was, that there is no provision in the Act as to the language in which the proceedings should be conducted; notes of the evidence are to be recorded in English, but there is no provision for the evidence being explained to the prosecutor or accused, if they do not happen to understand the language of the deponent, nor for the accused being made acquainted with the purport of the opening address, if delivered in a language he does not understand.

27. In this case Nursoopunt was attended by his sons, who understand English remarkably well, and I always read out the answer to a question as I wrote it down, in order, if the prosecutor or accused took any objection to my note, it might be corrected at once; and the difficulty attending the opening address was got over by Colonel Outram's allowing the accused to take it home and read it himself after it had been delivered; but similar facilities might not be afforded in other cases, and in the event of the prosecutor making a *vivâ voce* address without committing it to paper, the accused would have no opportunity of knowing what was said, and justice might be much impeded. The difficulty might be overcome by providing that the language of the Commission should be the accused's mother tongue, or some language with which he was equally conversant, though the record should be kept, as it is now, in English.

28. It also occurred to me, that when proceedings are held as in this case, in foreign territories, difficulties might arise in protecting the Commission from contempts and perjuries. I am not in the habit of making everything that will bear that construction a contempt, and in one instance passed over unnoticed the unbecoming conduct of a sirdar, feeling certain that the respect due to the Commission would not suffer from it; but on another occasion, finding repeated injunctions to be punctual were of no effect, and as a want of punctuality is not only a contempt of the Commission, but an inconvenience to all parties in attendance; and again, when a man had clearly committed perjury, I sent the offenders, through the Resident, to the Durbar, with a request that the fine I mentioned might be inflicted on the former; and if there was any law within his Highness's territories that would reach the man who had perjured himself, he might be punished, and my request was attended to in both cases. But equal respect might not be shown elsewhere to a Commission of this nature; some difficulty, however, is perhaps unavoidable, for the same authority who would not respect a British Commission sent into his territories, would refuse to allow his subject to leave his jurisdiction for the purpose of appearing before a Commission held within the British territories.

29. The last defect that I have noticed in the Act appears to me the most serious, it will be found in the 14th section; this restricts the Commissioner from calling for fresh evidence before the case for the prosecution has been closed; now, as on examining witnesses, the Commissioner ought not to put any questions until the prosecutor and accused have asked all they require; so in the trial of a case, until the Commissioner has seen all the evidence the accused will produce on his defence, he cannot tell whether the evidence that during the prosecution seems necessary, is required or not; and therefore the only time at which a Commissioner, without almost prejudging a case, can tell whether fresh evidence is necessary or not, must be, after the evidence has been heard on both sides, and therefore the provision should be that the Commissioners, before the close of the case, may themselves call for fresh evidence, and not merely before the close of the case for the prosecution. The propriety of having some such provision appears the more manifest from Government having, in section 22, authority to order the Commissioner to take fresh evidence, and the probability is, that the Commissioners, if the able men they ought to be, would be the very people to suggest to Government the necessity of requiring thus further evidence, which they, however, of their own free will, were unable to call for.

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(CIRCULAR).

No. 3947 of 1852.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to the Heads of all Departments.

Sir,

Political Department, No. 2265, dated 15th May 1850.
Judicial Department, No. 2456, dated 23d May 1850.
Revenue Department, No. 4138, dated 20th May 1850.

THE Governor in Council has had under consideration the replies which have been submitted to the circular, calling for suggestions as to the best means of eradicating the alleged belief of a large portion of native community in the success attending endeavours to obtain objects from Government and the authorities at the Presidency by a system of intriguing at variance with the legitimate course of procedure and appeal.

2. It appears from the replies of several local officers to the circular, that there is an idea prevalent that there are individuals who attempt to forward by their personal influence with officers who receive them on familiar and friendly terms, the views of those in whose affairs they are interested, and that either these individuals, or the parties who make use of them, are inclined from motives of self-interest to encourage the belief that they can do so.

3. While fully sensible of the advantages attendant on the civil officers of Government being at all times accessible to natives, the Right honourable the Governor in Council is equally convinced that the utmost care should be taken during interviews with them, to prevent such matters being discussed or adverted to, as would on inquiry be likely to form subject of official consideration, either by themselves or other public officers, and thus to avoid giving the impression of a bias having been received, or any particular interest taken in such affairs. His Lordship in Council cannot but think that if the officers of Government had invariably observed in their intercourse with native visitors, or with those inclined to take an interest in their affairs, a circumspect line of conduct of the nature indicated, the mischievous belief which exists could not have obtained the prevalence it has.

4. Private discussion of matters within their official jurisdiction is prohibited to judicial officers by Regulation III. of 1827, section 2; the spirit of this rule is of course applicable to all departments, and his Lordship in Council does not feel it necessary to add more precise instructions, for he feels confident that the officers to whom the circular is addressed will be glad of the opportunity it gives them of precluding for the future all possibility of their being importuned in a manner of which they must disapprove, and he hopes that it may further serve to ensure them from any embarrassment which in its absence might be occasioned to them, either by their appearing unnecessarily to discountenance applications made to them for their sympathy and advice, or by their listening to such, affording the slightest grounds for any expectation that they would consent to meddle privately with matters for the settlement of which an open and regular course of application or appeal is available for all willing to pursue it.

5. A compendium of the rules observed in receiving and disposing of petitions addressed to Government will be transmitted hereafter, for the information of all local officers.

I have, &c.

Bombay Castle,
13 September 1852.

(signed) *A. Malet*,
Chief Secretary.

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MINUTE by the Honourable Mr. *Bell.*

I CONCUR most fully in this Minute, with the exception of the observation against which I have affixed this mark ✱ in para. 16; the prohibition to examine the prosecutor, in the instance adverted to, being in my opinion only too plain; as also in regard to the remark thus described ○ in para. 16, it being opposed to the last para. but one of my Minute, dated the 12th December 1851, on Nursoo Punt's trial, and which, for ready reference, I request may be transcribed, as an accompaniment to this Minute.

(signed) *A. Bell.*

4 September 1852.

Seen.

(signed) *Falkland.*

"MINUTE by the Honourable Mr. *Bell*; dated 12 December 1851.

"AFTER a most careful investigation of the mass of irrelevant matter which has been addressed in elucidation of the charges preferred by Lieutenant-colonel Outram against Nursoo Punt, I regret I am unable entirely to concur in the observations contained in the Minutes of the Right honourable the President, and of my honourable colleague.

"I coincide in the view recorded by the Right honourable the President on the first charge, excepting that I see no necessity for requiring explanation from the Commissioner, as proposed in the 11th para. of his Minute, as it is only too evident that had Nursoo Punt misled, or attempted to mislead Lieutenant-colonel Outram, he, Lieutenant-colonel Outram, would not have omitted to include it among the instances of the charge.

"The second charge, betraying his trust, by allowing a false charge against Govind Rao Gaekwar to be prosecuted before the Resident, knowing it to be so, and withholding from the Resident documents which would have shown a part of the claim to be unjust, having, in the Commissioner's opinion, been proved against Nursoo Punt, requires that I should record my reasons at length for dissenting from his recordes view.

"The betrayal of trust would appear to have consisted in being less explicit in his report than he should have been on a claim brought by the firm of Hurree Buktee against Govind Rao Gaekwar. There is nothing on the proceedings to show us the exact nature of the report required from the native agent, and the following remark, which stands recorded in the Commissioner's finding on this charge, does, in my opinion, to a very great extent, if not entirely, exonerate Nursoo Punt from all blame in the transaction.

"Mr. Frere writes: 'Much that is obscure in this case would have been avoided, as has also been remarked in the first case, if it had been the custom of the office to give written orders to the native agent, when calling for his report, as is, or used to be done by collectors in the new provinces, when requiring reports from dufterdars.'

"Had Nursoo Punt given his views unasked on the subject then under the consideration of the Resident, he might, I cannot but think, have laid himself open to a charge of unduly influencing the judgment of the Resident, to whom it belonged to adjudicate the matter in dispute; so at least I should have looked on such interference on his part. Indeed, he would hardly have needed to be told that in case any advice offered by him had been followed, the general opinion would have ascribed the merit of the act to him, and not the Resident.

"The second part of this charge is, 'withholding from the Resident documents which would have proved a part of the claim to be unjust,' and it is on the suppression of these documents that Lieutenant-colonel Outram founds the charge that Nursoo Punt must have known the claim to be unjust.

"The following is Nursoo Punt's explanation on this point: 'On this the Colonel said to me, Mr. Williams wrote a letter to Govind Rao Gaekwar in 1843, in which he gave a detail of the debt, from which it is more than probable the pareck's accounts must have been made up. Search the records (dufters), and

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and see whether the accounts have been formerly sent in. I therefore caused the old dufters to be examined by Nurrain Rao, a Residency karkoon, and others, but no papers were found. Afterwards, on searching the dufters, subsequent to 1842, the 'yad,' written by the banker, Hurree Bhugtee, to the late Mr. Boyd, in 1842, was discovered.'

"Considering the state of confusion into which the dufters appear to have fallen, and the evidently careless procedure which appears of late years to have crept into the mode of conducting proceedings at the Residency, it is by no means surprising that the native agent should not at first have been able to place his hands on the missing documents.

"There is nothing in the evidence which in my opinion can justify the conclusion arrived at by the Commissioner, that these missing papers must have been produced by the native agent himself.

"The third charge is a similar betrayal of trust, but as Nursoo Punt has been acquitted on this charge, no comment is required from me.

"The fourth and fifth charges are, having received bribes of 20,000 and 28,070 rupees respectively, but in both of these instances the charge is not established, though the Commissioner remarks, 'much suspicion attaches itself to Nursoo Punt.'

"The document on which these charges depend, and the circumstances of its discovery, are so full of suspicion, that I would discard it at once as unworthy of credit, and the charges also.

"That much 'Durbar kurch' may have been expended is probable enough, but the evidence adduced is insufficient to bring home the receipt of the alleged bribes to Nursoo Punt.

"The sixth charge is, having instigated Baba Nafra to depute an agent to Bombay to bribe the Honourable Mr. Reid. On this charge a qualified finding is recorded; namely, that Baba Nafra deputed a person to Bombay, who spent large sums of money ostensibly for purposes of corruption, and that Nursoo Punt was aware of the person being so deputed, and connived at it; but it is not proved that he, Nursoo Punt, instigated Baba Nafra to depute the man, or that he was deputed with the specific object of bribing Mr. Reid.

"I entirely concur in opinion with the Right honourable the President and the Honourable Mr. Blane, on the proceedings recorded on this charge; namely, that there is nothing to implicate the character of the accused.

"On the seventh and concluding charge, Nursoo Punt is accused of having, at various times between the 12th of September 1848 and the 1st of May 1850, made improper and unauthorised use of the name of the Honourable Mr. Reid, late member of Council, and encouraged the belief at Baroda that he enjoyed the support and confidence of that gentleman.

"The conviction which has been recorded against Nursoo Punt on this charge is so fully set forth in the 46th para. of our President's Minute, that it is unnecessary for me to recapitulate it here.

"This is so loosely defined, embracing as it does a period of 20 months, as to leave it extremely difficult for the accused to rebut the accusation preferred against him.

"Another difficulty with which Nursoo Punt has had to contend, is the entire omission in the charge of the specific words made use of; for, as Mr. Blane most justly remarks in the 4th para. of the Minute, 'little reliance can be placed on evidence to words spoken in conversation at so distant a period, the character of which might be so easily perverted by the bearing assigned to them; for instance, whether the protection against malicious intrigues, or to support in obtaining impunity for malpractices.'

"On the finding, then, on this charge, I am disposed to concur entirely with my honourable colleague, Mr. Blane. There is unquestionably a mystery connected with the note bearing the signature of 'Maurrice,' and the explanation afforded by Nursoo Punt on this point is certainly less satisfactory than the rest of his replies, as shown on these proceedings, and which, to my mind, are nearly conclusive of his innocence.

"I have only one further observation to offer on these charges, which have occupied so much of the time and attention of Government.

"In following Mr. Frere in his reasoning regarding Nursoo Punt's guilt, I am unable to divest myself of the impression that he has arrived at his conclusion, not so much on the evidence adduced in support of the prosecution, as that Nursoo

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Nursoo Punt has failed, on his own showing, to exonerate himself from the imputations advanced, thus throwing the *onus probandi* on the accused, instead of leaving it to the accuser to substantiate the allegations he has brought forward, a proceeding totally at variance with the principle commonly adopted in criminal cases.

"After the very strong terms of invective and accusation used against Nursoo Punt by Lieutenant-colonel Outram in his Khutput letter, I cannot but consider the result of this investigation a great failure.

"All that appears to me to have been established against Nursoo Punt amounts to grave suspicion, and against this he might well plead a course of 30 years' uninterrupted meritorious service.

"The Right honourable President has observed, para. 49, in his Minute, that Nursoo Punt has always borne the highest character from his masters in the Revenue Department, and it is in a case like the present that the value of previous character becomes most important to a public servant, and I would entertain a hope that consideration for Nursoo Punt's acknowledged good service, and the circumstance that, had he been allowed, he would have retired from office and from temptation two years ago, may save him from the disgrace of dismissal, and that he may be allowed to retain, not only his enam village, but his pension also. Removal from office will, in my opinion, sufficiently mark the sense Government entertain of the position in which he has suffered himself to be placed, and the ignominy will be less acute.

"The defects in the Act, alluded to by Mr. Frere, do not appear to be of sufficient importance to require any alteration of the law. Punishment for contempts is sufficiently provided for in section 8, and the language in which the proceedings are to be conducted should of course be left to the option of the accused. In the present instance, Nursoo Punt does not seem to have objected to the use of English at the proper time.

"With regard to the calling for fresh evidence before the close of the case, I am of opinion that a limit must be fixed, and that that limit should exclude the admission of evidence after the close of the prosecution. In this I entirely differ with Mr. Frere.

"In conclusion, I venture to recommend that the attention of the Resident, Lieutenant-colonel Outram, should be directed to the present disgracefully confused state of the Baroda dufter, in view to putting it on an entirely new footing, and that the practice which at present prevails of issuing verbal orders in the preparation of important reports, as suggested by the Commissioner, should be discontinued, for had greater attention been paid to these matters, it is probable that much of this tedious inquiry might have been avoided, and no charges but such as were clearly tangible and susceptible of proof brought forward against the character of an old and meritorious servant.

(signed) "*A. Bell.*"

No. 111 of 1852.—Political Department.

(Office No. 3948.)

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Secretary to the Government of India, in the Legislative Department, Fort William.

Sir,

As connected with the letter to your address from the Secretary to this Government in the Judicial Department, dated the 24th May, No. 44 of 1850, I am directed by the Right honourable the Governor in Council to transmit to you, for such notice and further legislation as the Most Noble the Governor-General of India in Council may deem advisable, extracts from a letter addressed to this Government by Mr. W. E. Frere, on the 22d October 1851, in his capacity of Commissioner, under Act XXXVII. of 1850, for the trial of Nursoo Punt, late native agent at Baroda, on charges of bribery and corruption.

2. I am

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2. I am also desired to forward extracts bearing on the same subject from Lieutenant-colonel Outram's report on Khutput, copy of which report was forwarded entire to the Government of India, with my letter to the address of Sir Henry Elliot, dated the 7th February last, No. 4.

3. In these extracts, Mr. Frere and Lieutenant-colonel Outram have called attention to defects which they consider exist in Act XXXVII. of 1850, and have suggested for consideration certain amendments to that Act.

4. I am also desired to forward extracts from a Minute recorded by the Right honourable the Governor with reference to the above extracts (concurred in by the Honourable Mr. Blane), together with copy of a Minute by the Honourable Mr. Bell, dated the 4th instant.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
13 September 1852.

No. 3949 of 1852.

Resolution of Government in the Political Department.

Resolved, that copy of the above letter, and of its enclosures, be transferred to the Judicial Department for information.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
13 September 1852.

No. 3950 of 1852.

Resolution of Government in the Political Department.

With reference to circular No. 4138, dated the 20th May 1850, issued from the Revenue* Department to the authorities subordinate thereto, calling for information relative to the alleged prevalence, under the Bombay Presidency, of a system of intrigue, designated "khutput," and to the replies returned to that circular by those authorities; ordered that the above extract, para. 13, from a Minute by the Right honourable the Governor, concurred in by the Board, dated the 2d instant, be transferred to the Revenue Department, that a memorandum may be there prepared and submitted to the Honourable Board, containing the information therein required.

* Political, dated 15th May, No. 2265.

Bombay Castle,
13 September 1852.

(signed) *A. Malet*,
Chief Secretary.

No. 3951 of 1852.

The same, to the Political Department, with the requisite alteration.

Bombay Castle,
13 September 1852.

(signed) *A. Malet*,
Chief Secretary.

No. 3952 of 1852.

Resolution of Government in the Political Department.

With reference to circular No. 2456, dated the 23d May 1850, issued from the Judicial Department to the authorities subordinate thereto, calling for information relative to the alleged prevalence, under the Bombay Presidency, of a system of intrigue, designated "khutput," and to the replies returned to that circular by those authorities; ordered that the above extract, para. 13, from a Minute by the Right honourable the Governor, concurred in by the Board, dated the 2d instant, be transferred to the Judicial Department that a memorandum

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randum may be there prepared, and submitted to the Honourable Board, containing the information therein required.

Resolved also, that para. 14 from the same Minute be also tranferred to the Judicial Department, for information and guidance.

Bombay Castle, 13 September 1852. (signed) *A. Malet*, Chief Secretary.

No. 3953 of 1852.

Resolution of Government in the Political Department.

Resolved that the above extract, paras. 18 and 19, from a Minute by the Right honourable the Governor, dated the 2d instant, concurred in by the Board, be transferred to the Political Department, that effect may be given by the Chief Secretary to the instructions of Government contained in the former paragraph.

Bombay Castle, 13 September 1852. (signed) *A. Malet*, Chief Secretary.

No. 3954 of 1852.

Resolution of Government in the Political Department.

Resolved that the above extract from a letter from Mr. Suart, sub-collector, Nasik, dated the 29th June, No. 371 of 1850, and from a letter from Major Aston, first assistant political agent in Kattywar in charge, dated the 15th June 1850, together with an extract, para. 22, from a Minute by the Right honourable the Governor, dated the 2d instant, concurred in by the Board, be transferred to the Judicial Department, that an oral intimation may be made by Mr. Secretary Lumsden to the native gentleman therein alluded to.

Bombay Castle, 13 September 1852. (signed) *A. Malet*, Chief Secretary.

No. 3955 and 3956 and 3956 a. of 1852.

Resolution of Government in the Political Department.

No. 3956, Judicial; No. 3956 A. General.

Resolved, that copy of the above circular be transferred to the Revenue Department of the Secretariate, with an intimation that the same has been issued to the heads of all departments subordinate thereto.

Bombay Castle, 13 September 1852. (signed) *A. Malet*, Chief Secretary.

No. 112 of 1852.—Political Department.

(Office No. 3957.)

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *C. Allen*, Esq., Officiating Secretary to the Government of India, Fort William.

Sir,

In continuation of my letters, dated the 7th February last and the 4th ultimo, Nos. 4 and 93, I am directed by the Right honourable the Governor in Council to transmit to you, for submission to the Most Noble the Governor-general of India in Council, copies, as per annexed list, of the further proceedings of this Government on the subject of the alleged prevalence, under the Bombay Presidency, on a system of intrigue, designated "khutput."

I have, &c.

Bombay Castle, 13 September 1852. (signed) *A. Malet*, Chief Secretary.

(True extract.)
(signed) A. Malet,
Chief Secretary.

Replies of Officers under the Bombay Presidency on Khutput.

Extract Bombay Political Consultation, August 1852.

MINUTE by the Right Honourable the Governor.

ON taking up with a view to disposal the replies to our circular relative to the supposed practice of khutput, the following circumstance requiring explanation by the Chief Secretary attracted my attention.

Mr. Hart, the Enam Commissioner, under date the 26th April 1849, requested to be informed as to the date on which the sanction of the Government of India to a pension of 1,500 rupees per annum, to the daughter of Ramchunder Chowdree, had been received in Bombay, observing, "this information will probably enable me to expose a breach of trust with which it seems important that Government should be made acquainted."

The above, being merely a request for information from the records, was disposed of in Bombay without being brought under my notice, or that of the Chief Secretary, who was at the time with me at Mahabuleshwur.

Mr. Willoughby minuted on Mr. Hart's letter as follows: "The data on which his minute is founded being evidently obtained from the Chief Secretary's office, in which the minute would seem to have been originally written in pencil by one clerk, and afterwards inked in by another.

"The sanction is communicated in the letter from the Secretary with the Governor-general, and is dated Simla, 4th April 1839. It may have reached this Government about the 16th or 17th, but there is no means of determining positively, as no record was then kept of the date of the receipt of letters.

"Mr. Hart may be informed of the supposed date of receipt."

Mr. Hart was accordingly informed to the above effect, under date of the 17th May 1849, and on the 26th of October following Mr. Hart was requested to report "whether there had been anything subsequently elicited tending to confirm your suspicions that a breach of trust had been committed."

He replied by the letter which gave rise to our circular, and showed that there would have been strong grounds for suspicion, had the Governor-general's letter, sanctioning the pension, been received before the 1st of April 1839, but that there could be none, as it was not received till about a fortnight after that day, and was dated from Simla so late as the 4th April.

The above reply of Mr. Hart was placed before me by the Chief Secretary without any intimation that the reply of the Governor-general, sanctioning the grant of the pension, was dated 31st January 1839, must have reached Bombay about the 10th February 1839, and was placed before Government with the then Political Secretary, Mr. Willoughby's memorandum, on the 20th of that month.

The letter from the Governor-general, dated Simla, the 4th of April, being in fact but an answer to a reference of this Government, dated the 15th March 1839, and having relation only to the period from which the payment of the pension already granted by the letter, dated the 1st January 1839, should commence, there is therefore every reason to think that the breach of trust conceived by Mr. Hart to have taken place had actually occurred.

I beg the Chief Secretary to show why the incorrectness of the admission of Mr. Hart, that his original surmise was groundless, and was produced by the incompleteness of the information afforded him by our letter of the 17th May 1849, was not pointed out to the Board, when the communication containing that admission was afterwards laid before us by himself.

26 July 1852. (signed) *Falkland.*

MEMORANDUM by the Chief Secretary to Government in the Political Department.

IN reply to the instructions conveyed in the last para. of the Right honourable the Governor's minute, date 26th instant, the Chief Secretary has the honour to state, that when laying before the Board Mr. Hart's letter of the 17th April 1850, no reason was apparent for doubting the accuracy of the information conveyed to that gentleman in the Government letter of the 17th May 1849, on which the letter above noticed was based, and therefore that no cause existed for verifying

Replies of Officers under the Bombay Presidency on Khutput.

verifying the assertions contained in the minute of the 12th May 1849, signed by the Honourable Messrs. Willoughby and Blane, which fully disposed of the question raised.

The gross blunder contained in the minute is unaccountable, the very letter cited in it containing directions that the pensions were to date from the former order issued on the 31st January 1839.

The pencil minute alluded to by the Right honourable the Governor is in the handwriting of Mr. Smith, who was at the time the senior assistant in the office, Mr. Thomas, the head assistant, being absent at Mahableshwur.

Mr. Smith being absent from his duty from sickness could not, if that course were advisable, be examined in time to allow of these proceedings being sent to Poonah by to-day's post.

(signed) *A. Malet*,
Chief Secretary.

Bombay, 29 July 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Messrs. *Blane* and *Bell*.

I REGRET much this evidence of the very unsatisfactory manner in which the business of the political branch of the secretariate has been at times conducted; the more so as the ascertained neglect was, in this instance, of a nature to arrest further inquiry relative to what would seem to have been a breach of official confidence in the political branch of the secretariate in the year 1839.

Mr. Hart, being now at Poonah, should be requested to ascertain who Hunmunt Bhichajee and Dajee Waman were; Mr. Hart should of course be informed of the mistake which has occurred.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

31 July 1852.

No. 3473 of 1852.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to *W. Hart*, Esq., Inam Commissioner.

Sir,

1. IN your letter, No. 1083, dated the 26th April 1849, you requested to be informed of the date in which the sanction of the Government of India to a pension of one thousand five hundred rupees per annum to the daughter of Ramchunder Chowdree had been received in Bombay, and at the same time observed that this information would probably enable you "to expose a breach of trust with which it seems important that Government should be made acquainted."

2. Under date the 17th May 1849 you were informed in reply, that "the communication from the Secretary with the Right honourable the Governor-general, authorising the grant of the pension to Ramchunder Chowdree's daughter, is dated Simla, the 4th April 1839, and may have reached this Presidency about the 16th or 17th of that month; the exact date of receipt cannot, however, be now ascertained."

3. On the 26th August 1849, you were requested to report whether anything had been subsequently elicited to confirm your suspicions that a breach of trust had been committed in connexion with this case.

4. In reply to the above reference you, under date the 17th April 1850, stated that there would have been strong grounds for suspicion, had the Governor-general's letter sanctioning the pension been received before the 1st of April 1839, but that there could be none, as it was not received till about a fortnight after that date, and was dated from Simla so late as the 4th April.

5. I am now desired to inform you that it was through a mistake that 4th April 1839 was mentioned to you as the date of the letter sanctioning the pension. The letter conveying this sanction bore date the 31st January 1839, and must have reached Bombay about the 10th February 1839.

6. The

6. The letter from the Secretary with the Right honourable the Governor-general of India, dated the 4th April, was in fact but an answer to a reference of this Government, dated the 15th March 1839, requesting information as to the period from which the pension already granted by the letter of the 31st January 1839 should commence.

7. As therefore these dates allow ample time for the commission of the breach of trust conceived by you to have occurred, I am directed to request that you will institute an inquiry into the matter, and submit to Government any information concerning it which you may be able to obtain; and that you will also ascertain and report to Government who are Hunmunt Bhichajee and Dajee Waman, the two individuals alluded to in your letter of the 17th April 1850.

I have, &c.
(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
11 August 1852.

No. 996.—Political Department.

From *W. Hart*, Esq., Inam Commissioner, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3473, dated 11th August 1852, and to report the result of all that I have been able to do in pursuance of the instructions conveyed to me in its 7th paragraph.

2. Hunmunt Bhikajee Hurrup never was a resident in Poonah, and if such a person ever existed, which appears doubtful, his history can be traced only in Bombay. I find that the person introduced as Hunmunt Bhikajee in 1839 by Dajee Wamun Putwurdhun to Roopram Chowdree and his guardians, was a man of from 25 to 30 years of age, whose general appearance was that of a purvoe or sowar.

3. Dajee Wamun Putwurdhun, who was a notorious character in Poonah for many years, is now dead. He came to this part of the country about the time of the conquest of the Deccan, in the capacity of a servant to one Appa Shewuré, who was a karbharee of Ramchunder Chowdree. Afterwards, on Roopram's son, Ramchunder Chowdree, calling Shewuré to account for money said to have been made away with by him, Dajee Wamun attached himself to the interests of the Chowdree, whom he assisted in his suit against the karbharee, his former master. He is said, at various periods, to have acquired the intimacy of Ballajee Punt Nathoo Bheem Row, the political agent's sheristadar; Ballajee Punt Limayee, and Vidyaram, now sheristadars in the Suddur Adawlut; Govind Shastree, now law officer of the same court, and other persons of influence, and to have become a trafficker in all manner of iniquitous transactions, which he was supposed to be able, through their friendship, to carry out successfully. He is stated to have been the prime contriver, if not fabricator, of a forged deed of gift of 50,000 rupees, purporting to have been executed by the Temboorneekur, and to have at one time succeeded in over-reaching Gunesh Punt Kelkur, the most notorious sheristadar of the agent's court, to the amount of 14,000 rupees, by borrowing that sum from him on the security of jewels afterwards discovered to be false, and under such circumstances that Gunesh Punt could not venture to make a public complaint.

4. Dajee Wamun was never intimate with any of the European officers of Government in Poonah, nor does he seem to have been personally acquainted with any of them.

5. I am unable to discover how Dajee Wamun obtained the information which he probably was possessed of when he induced young Roopram Chowdree and his uncles to execute the agreement of the 1st April 1839, which the Court of Suddur Adawlut enforced in his favour by their decree of the 8th August 1843.

I have, &c.
(signed) *W. Hart*,
Inam Commissioner.

Poonah, 28 August 1852.

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MINUTE by the Right Honourable the Governor.

AFTER a lapse of so many years, it is impossible to surmise whether there was a breach of confidence in the secretariate in 1839, or the information was obtained consequent on what might have been patent to the whole world, being mentioned in conversation by some member of Government or secretary.

The extraordinary decision of the Sudder in August 1843 is much to be regretted; had they taken the same correct view of the case as was taken by Mr. Hart, the acting assistant judge, the true facts of the case might have been elicited, and at any rate such shameless acts of extortion and intrigue would have been discouraged.

The information given by Mr. Hart relative to the influence of the late Dajee Wamun, &c. should be considered in the Judicial Department.

(signed) *Falkland.*

11 September 1852.

MINUTE by the Honourable Mr. *Blane.*

I CONCUR in the remark in para. 1 of the Right Honourable President's Minute.

Mr. Hart's information appears to me of a very hearsay nature, hardly deserving of much reliance.

(signed) *D. A. Blane.*

13 September 1852.

MINUTE by the Honourable Mr. *Bell.*

I CONCUR in the first and last paras. of the Right honourable President's Minute, but abstain from offering any opinion on the 2d para. until in possession of the former proceedings, which I request may be circulated when the matter is reconsidered in the Judicial Department.

(signed) *A. Bell.*

13 September 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, April 1852.

No. 53 of 1852.—Political Department.

From *John Marshall Davies*, Esq., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH reference to the correspondence noted in the margin* on the subject of an intercepted bribe amounting to 9,300 rupees, intended for the native agent of this office, which amount is still in deposit in this treasury, I have the honour respectfully to solicit the instructions of the Right honourable the Governor in Council relative thereto.

2. Government will have gathered from the 3d para. of Lieutenant-colonel Outram's letter of the 11th July 1850, that an additional sum of 5,549 rupees, which there is no reason to doubt formed a portion of the entire bribe which it was attempted to offer the native agent, was seized at the time, and is still under deposit with his Highness the Gaekwar, who has lately twice addressed the Resident relative to its ultimate disposal, now that the case of Baba Nafra has been concluded.

I have, &c.
(signed) *J. M. Davies,*
Resident.

Baroda Residency,
27 February 1852.

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* Resident's letter, No. 159, of 11th July 1850. Governmentditto, No. 3679, of 2d August, *idem.* Resident's ditto, No. 188 of 11th *ibidem.* Government ditto, No. 3989, of 26th *ibidem.* Ditto, ditto, No. 4038, of 27th *ibidem.*

MINUTE by the Right Honourable the Governor, concurred in by the Board.

I AM inclined to let the disposal of these sums lie over pending the decision of the Honourable Court on the guarantee to the firm of Hurree Bhugtee.

(signed) *Falkland.*
A. Bell.
J. Warden.

22 March 1852.

No. 1597 of 1852.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay, to *J. M. Davies*, Esq., Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 53, dated the 27th February last, relative to two intercepted sums of money, intended as bribes for your native agent, Soorujram Gungaram, and to inform you that the Right honourable the Governor in Council will postpone deciding on the mode in which they should be disposed of pending a final decision by the Honourable the Court of Directors with reference to the guarantee held by the firm of Hurree Bhugtee.

2. In the meantime you may convey to Surujram, the native agent, the approval by Government of his conduct, reported by Colonel Outram on the 11th July 1850.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle,
16 April 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, November 1852.

No. 820.—Home Department, Legislative.

From *A. R. Young*, Esq., Under Secretary to the Government of India, to *A. Malet*, Esq., Chief Secretary to the Government of Bombay.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 111, dated the 13th ultimo, submitting extracts from a letter from Mr. W. E. Frere, in his capacity of commissioner under Act XXXVII. of 1850, for the trial of Nursoo Punt, late native agent at Baroda, on charges of bribery and corruption, together with extracts bearing on the same subject from Lieutenant-colonel Outram's Report on Khutput, in which are noticed defects which these officers consider exist in the above Act, and certain amendments in the Act are suggested for the consideration of the legislature.

2. After giving the matter attentive consideration, the governor-General in Council is of opinion that the necessity for change in the law has not been made out.

I have, &c.
(signed) *A. R. Young*,
Under Secretary to the Government of India.

Fort William,
13 October 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

COPY to be sent by the next mail to the Honourable the Court of Directors, in continuation of our political despatch, dated the 14th ultimo, No. 87, forwarding a copy of the letter to the Government of India, to which this is a reply.

2. Copy to be also transferred to the Judicial Department, in continuation of the transfer made to that department on the 13th September, No. 3949 of 1852.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

26 October 1852.

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No. 4755 of 1852.—Political Department.

RESOLUTION.

IN continuation of the transfer from the Political to the Judicial Department, No. 3,949, dated the 13th September last, Ordered, that the accompanying copy of a letter from the Under Secretary to the Government of India, No. 820, dated the 13th ultimo, be transferred to the latter department.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle,
1 November 1852.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, October 1852.

No. 4375 of 1852.

RESOLUTION of Government in the Political Department, dated the 8th October 1852.

ORDERED, that extract, being para. 1 of a letter addressed under date 29th June 1850, No. 371, by Mr. Suart to the Collector of Ahmednugger, the note (in original) from Hurree Chund Rum Chodjee to Juggunath Sunkersett, Esq., and copy of the translation of the letter from Bugwunt Row Ramchunder to Dr. Costelloe, and of the whole of the statement made by Hurree Chund Rum Chodjee, be transferred to the Judicial Department, with a request that the judicial secretary will show them to Juggunath Sunkersett, and orally express the hope of Government, that he will see the propriety of a gentleman in the commission of the peace doing his utmost to prevent his name being mixed up in such matters.

EXTRACT Para. 1. from a Letter from the Sub-Collector of Nassick to the Collector of Ahmednugger, dated the 29th June 1850, No. 371.

Khutput.

Para. 1. ON the receipt of the circular which accompanied your endorsement of the 31st ultimo, No. 1148, a conversation which took place with Dr. Costelloe, three years back, about a case of "khutput," came to my recollection, in which the name of Juggunath or Nana Shunkursett was implicated; on searching his old records of assistant magistrate, the papers relating to it were found. Translations of the only two of importance are herewith forwarded for the information of Government.

Punchoroty, 20 August 1846,
Thursday.

My dear Settjee,

EXCUSE me for the introduction of the bearers, Ramcrustna Bapoo and Anundrow Govind, carkoons of Bhugwantrow Ramchund, Nisbut Sinday Sirkar, Adeja Bahadoor Deshmook Desh Panday Praganay Vany, whose case of seizing his jahagur, pending in the Audalut of Surat, which I have undertaken, upon success, by your support, to get about (6,000) rupees, and copy of which agreement and all his proceedings had therein, together with a sealed packet of, or order, or how otherwise God knows, from the Resident of Gwalior to the address of the Collector of Surat; all these papers I did submit your favourable consideration for my nephew Nuthia, in hopes that you would be pleased to forward the said sealed packet, with your influence, to the Collector at Surat; this has been done from last Vysack, and since I had written to your honour, among others, more than half dozen a time; but no any answer I received from you, whether you have done so or not. However, under such a case, the bearers principal because so much anxious to visit your feet, in order that you would kindly give them every satisfaction of what has been done and has to be done for future. I humbly trust not to make them quite hopeless; but on reserving my weight in the matter, you must put them to right; and please get them to write me that they

Replies of Officers under the Bombay Presideney on Khutput.

they had every satisfaction, and that in case if they succeed their object, I am sure by your high weight they will no doubt fulfil the said agreement entered into with me, and excuse me all these trouble and oblige, only give them dry attention.

I am, &c.
(signed) *Hurrychund Ransord.*

P. S.—If you see the said agreement, so given to me, rather weak and not strong binding upon their principal, for not being written upon stamped paper, so everybody says here, let them remain there at their own expense; and be pleased to order them to write their principal to have it written upon the stamped paper; you can alter the substance, make it more special, and by the time they shall be there get written, because they say will get it done after business is done; but no certain of these people. Please think well; I leave it to you, and oblige.

(signed) *Hurrychund Ransord.*

TRANSLATION of a Yad from *Bhugwuntrao Ramchunder*, Deshmook and Deshpondia of Purgunna Wun and Jagheerdar of Monje Wund, Purgunnah Chickly, "Seekanavees" Nisbut, or in the Service of Sindia Alleeza Bahadoor, at present at Nassick, to D. Costelloe, Esq., Assistant Magistrate, Nassick.

I HOLD in inam the village of Wund, purgunna Chickly, the management of which was under me and my ancestors from time immemorial. Lately I went to Gwalior, and in my absence my brother's wife, Suruswuttee Baee com. Gunput Rao Luxumon, lived in my house, and had the management of the village, &c. in my behalf. On her demise the village, as well as the house and other property, was placed under attachment; but the latter were made over to me, on my producing a certificate of heirship from the Civil Court. With regard to the village, Hurreechundra Runchod, resident of Bombay, at present in Pimchimtee, told me he would make arrangements to get it released from attachment, and with this view he obtained all the documents in support of my claim thereof; also an English letter, together with a written agreement from me. Though seven months have elapsed, he has made no arrangements whatever, nor returned the said documents to me, though I have made constant demands for them; consequently, I am sure they have been fraudulently retained by him; and as he is now on the point of leaving this for Bombay, I solicit you will cause the said documents to be returned to me, without which I am unable to make any arrangement to get my village released from attachment.

Dated 13 November 1846.

TRANSLATION of a Statement of *Hurreechundra Runchodjee Shetjee*; surname, Mahajun; caste, Goldsmith; aged about 50 years; occupation, Writer; inhabitant of Bombay, at present in Nassick; made before the Joint Police Officer of Nassick, on the 21st November 1846.

Question 1. A COMPLAINT has been preferred, by Bhugwunt Rao Ramchundra Deshmook and Deshpondia of purguna Wunnee, accusing you of having fraudulently retained certain documents, together with an agreement for 6,000 rupees, which you had taken from him on the conditions of getting his inam village of Monje Wund, purgunna Chickly, released from attachment; state, therefore, what have you to say to this?—*Answer.* I have not retained with fraudulent intent the documents I obtained from Bhugwunt Rao Ramchundra (the complainant). About seven or eight months back, in the month of Chytra, the complainant came to me and requested that, as he has been reduced to poverty in consequence of his village having been attached, and I was an inhabitant of Bombay, I should undertake his affair, and make arrangements to get the village in question released from attachment. Accordingly, I undertook the work, and took a written agreement from him for 6,000 rupees, also the documents, as per separate list. As he (the complainant) was hard up for cash, I myself gave a draft for 50 rupees to my nephew, named Atmaram, and sent him to Bombay (giving him a pony of complainant's to ride), for the purpose of nominating a wukeel there. All this occurred in the presence of the complainant's carkoon, named Anyaba, who himself put all the documents and the hoondee in an envelope, and despatched it to Bombay with the said Atmaram, so they are not with me; only the list and agreement are in my possession, which have now been produced. I also gave a note of recommendation to Nana Shunkurset. The business I undertook is in progress in Bombay; such being the case, the complaint has been made without any grounds.

2. Do you agree to give back to the complainant the agreement (now in Court) and other documents?—The documents have been sent to Bombay; only the agreement is with me. The business is in progress in Bombay; and till the result of it is known, I object to return the documents to the complainant. The agreement and the list should be returned to me.

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3. Was the English note,* now shown to you, given by you for Nana Shunkursett? —Yes.

4. At whose shop was the hoondee purchased?—The hoondee was purchased from Dieram Atmaram's shop.

21 November 1846. (signed) *Hurreechund Runchodjee.*

You state, the documents belonging to the complainant were sent to Bombay; what is the name of the person to whom they were sent?—The documents were sent to Nana Shunkersett (who is a relation of mine), to whom I wrote that I had undertaken the complainant's business, and requested him to be so kind as to despatch the letter enclosed to the Collector of Surat.

Why did you give the note † for Nana Shunkersett?—The complainant came to me and said, that as the result of his business was not known, he proposed going to Bombay, to see what had been done, and how far it had advanced; and requested of me a note to Nana Shunkersett; accordingly it was given to him.

You have sent the documents to Nana Shunkersett; state the name of the person through whose interest he is to get the complainant's affair settled?—I sent the documents to Nana Shunkersett, who was to send them to Surat by any one he might make choice of, and get the work done; but through whose interest it was to be done I do not know.

Is the letter of the Resident, which was given to you by complainant, still at Bombay, or has it been sent to Surat; if so, on what date was it despatched, and when was it received; if not sent, will you produce it now, or not?—The Resident's letter to the Collector of Surat was sent to Bombay; thence it was despatched to Surat on the 14th July 1846; and in proof of which, the post receipt is now produced. The letter in question having been sent to Surat, I am unable to produce it now.

The note to the address of Nana Shunkersett is sealed; open it yourself?—The note in question, which the Sirkar has now given to me, I have now opened.

Who introduced the complainant to you; and in whose presence was the conversation between yourself and the complainant held?—On my arrival at Nassick, complainant himself came and visited me at "Indrukoond," and there the first conversation was held. After this he (the complainant) paid constant visits to me, through the medium of Sudo Bhaoo Rajgooroo Akolkar, who, though unacquainted with me, was in the habit of coming to me and saying, "he often went to Bombay, and that he knew Nana Shunkersett," and begged me to write to the said Nana Shunkersett, and get the complainant's business settled. I therefore undertook the business.

You have taken a written agreement for 6,000 rupees from the complainant; state, therefore to whom the money is to be paid; will you receive it yourself, or pay it to another; if so, what is the name of that individual?—I myself will receive the money, and will pay it to no one else.

By *Complainant.*] Through whose medium was the petition made to Government regarding the matter in question, and who attested the signature to it?—I sent all the documents to Nana Shunkersett, at Bombay, but have heard nothing from him, so I am unable to say whom he nominated as wukeel in the matter, or whether a petition was presented to Government or not, or the name of the person who signed it. Should the complainant wish to receive back his documents, I am ready to make them over, and the original agreement and the list, excepting an English note which was despatched to Surat; but I have the post receipt. If the complainant will not be satisfied with it, then he may write to the gentleman at Surat, and receive an answer on the subject.

(signed) *Hurreechund Runchodjee.*

(True translation.)

(signed) E. M. Suart, Sub-Collector.

Note by Translator.—Allusion is made to a letter from the Resident to the Collector. This must have been from the Resident at Gualior, where the petitioner was in the service.

No. 8058 of 1852.

Transfer from the Judicial to the Political Department.

MEMORANDUM.

THE Secretary in the Judicial Department has the honour to report, that this morning Juggonath Sunkersett called upon him in pursuance of an engagement to that effect.

The

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* The one now sent, not the one alluded to in answer to question No. 1.

† The one alluded to in question No. 3.

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The Secretary informed him of the substance of this transfer, and drew his attention to the objectionable use that had been made of his name, by a party professing to be his relation.

Juggunath Sunkersett stated, that in effect the individual referred to was a connexion of his, but denied that he had ever communicated to him the documents in the case referred to, or that he (Juggunath) knew anything whatever of that case.

He stated that he would take measures to express his displeasure at the improper use that had been made of his name, and the conversation terminated.

(signed) *J. G. Lumsden,*
Secretary to Government.

19 October 1852.

MINUTE by the Right Honourable the Governor, subscribed to by the Honourable Board.

THIS may be recorded in the Political Department, and sent to the Honourable Court, in continuation of our former proceedings.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

23 October 1852.

RESOLUTION.

Minute, 3 Nov. 1852.

ORDERED, That copy of a memorandum by the Judicial Secretary to Government, dated the 19th ultimo, and of the Honourable Board's Minute thereon, of the 23d idem, be transferred to the Political Department, with reference to the transfer from that Department, No. 4375.

(signed) *J. G. Lumsden,*
Secretary to Government.

MINUTE by the Right Honourable the Governor, concurred in by the Board.

To be reported to the Honourable Court of Directors by the next mail, with any subsequent proceedings on this subject.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

10 November 1852.

No. 8190 of 1852.

Transfer from the Judicial to the Political Department.

MEMORANDUM.

THE Secretary has the honour to circulate a note received from Juggonnath Sunkersett, Esq., on the subject of the communication made to him by order of the Board. It is to be observed that in this note, whether designedly or not, the writer refrains from repeating the positive denial which he made to the Secretary, of having taken any part in the intrigue with which his name had been connected.

(signed) *J. G. Lumsden,*
Secretary to Government.

Replies of Officers under the Bombay Presidency on Khutput.

My dear Sir,

As I have been slightly indisposed since I had the pleasure of calling at your house on Tuesday last, I could not write to you ere this; I felt truly obliged to you for your having shown me the papers relative to the conduct of one of my connexions, and thus afforded me an opportunity of severely reprimanding him, and I have every reason to hope that my scolding to this man will serve as a lesson to my other connexions, relations, &c., dependants, and be the means of protecting me from a recurrence of similar liberty in making use of my name.

Believe me, &c.

22 October 1852. (signed) *Juggonnath Sunkersett.*

Minute, 10 November 1852.

Memorandum by the Judicial Secretary, with Note from Juggonanath Sunkersett, Esq.

Ordered, that copies of the papers noted in the margin be transferred to the Political Department, in continuation of the transfer to that department of the 3d instant, No. 8058.

(signed) *J. G. Lumsden.*
Secretary to Government.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, March 1853.

No. 3951 of 1852.

Extract from the Proceedings of Government in the Political Department.

Extract para. 13, from a Minute by the Right Honourable the Governor, dated 2 September 1852, concurred in by the Honourable Mr. *Blane.*

Para. 13. The several cases brought forward by our officers in the Mofussil, as examples of the grounds which have existed for belief in the use of khutput, should be laid before us by our secretaries, with a view of discovering whether, on declaring our decisions, there has been any such deficiency of explanation regarding the grounds of the orders issued in each case, as could have fairly given rise to any misrepresentation of the opinion or intention of Government with respect to them, or whether there is anything in any of the cases requiring particular orders or explanations with reference to the circumstances alluded to by the officers who have adduced them in illustration of their replies.

Minutes, 13 September 1852.

With reference to circular No. 2265, dated the 15th May 1850, issued from the Political Department to the authorities subordinate thereto, calling for information relative to the alleged prevalence, under the Bombay Presidency, of a system of intrigue designated "khutput," and to the replies returned to that circular by those authorities, ordered, that the above extract para. 13, from a Minute by the Right Honourable the Governor, concurred in by the Board, dated the 2d instant, be transferred to the Political Department, that a memorandum may be there prepared and submitted to the Honourable Board, containing the information therein required.

(signed) *A. Malet,*
Chief Secretary.

Replies of Officers under the Bombay Presidency on Khutput.

MEMORANDUM.

1. IN the replies which have been submitted to Government by the authorities to whom the Government circular (Political Department) of the 15th May 1850 was addressed, calling for their report as to the existence or otherwise of a belief by the native community residing within the limits of their charge, that objects otherwise unattainable may be accomplished by corrupt means designated khutput, the following cases connected with past proceedings in the Political Department are referred to as favouring this belief:—

Inam Commissioner—Mr. *Hart.*

Report, dated the 26th April 1849. Ditto, ditto, 17th April 1850. Ditto, ditto, 28th August 1852.

2. In these reports, Mr. Hart has submitted information tending to show that a breach of trust was committed in the early part of 1839, connected with the grant of a pension to the daughter of the late Ramchunder Chowdree. This case has been disposed of by the 1st. para. of the Right Honourable the Governor's Minute,* dated the 11th September last, which has been concurred in by the Board, and no further proceedings are required.

Resident at Baroda—Lieutenant-Colonel *Outram,* C.B.

Dated the 31st October 1851; ditto, 13th January 1852; with appendices.

3. In this report, Lieutenant-Colonel Outram alludes to various past proceedings connected with Baroda, the Maheekanta, &c., extending from the year 1835 to 1851, which in his opinion have afforded grounds for the general belief which he considers to exist in the Gaekwar territories, in the efficacy of khutput. These cases have been noticed in the Chief Secretary's memorandum annexed to the Right honourable the Governor's Minute, dated 29th April 1852, in which and his Lordship's further minute (paras. 10 to 16) Lieutenant-colonel Outram's report has been reviewed and disposed of.

Commissioner in Sind—Mr. *R. K. Pringle,* late Commissioner.

Dated 24th May 1850.

4. Mr. Pringle, the late Commissioner in Sind, states as a report, that his Highness Meer Ali Morad has lately deputed an agent to Bombay, doubtless with the view of agitating on his behalf.

5. It is now known that Meer Ali Morad had amongst his agents, lately in his employ, a European named "Malcolm," who visited Bombay and proceeded to England on his Highness' behalf, and who while lately returning to Sind, was drowned on his passage to Kurrachee; his Highness also obtained the agency of Major Shaw, of the 22d Regiment N. I., whose case has been referred for the orders of the home authorities. No further proceedings are called for in these matters.

Kutch—Mr. *Ogilvy,* late Political Agent.

Report, dated 29th May 1850.

6. Mr. Ogilvy, the late Political Agent in Kutch, alludes to two instances of endeavours by chiefs of that province to obtain their ends by making "khutput," Soomrajee, of Tera, and Poomjajee, of Pulaswa; in both of these cases, the Rao's authority was upheld by Government, and no further proceedings seem requisite.

Commissioner at Sattara—Mr. *H. B. E. Frere,* late Commissioner.*

Report, dated the 13th June 1850.

7. In the 20th para. of his report, Mr. H. B. E. Frere, late Commissioner at Sattara, notices the case of the ex-Raja of Sattara, who was beyond all doubt encouraged to persevere in his opposition to the wishes of the British Government by his belief in the efficacy of "khutput." All matters connected with the ex-Raja of Sattara may be considered closed.

8. In the 21st para. Mr. Frere alludes to the frauds practised on his Highness the late Gaekwar by the late Dhackjee Dadajee. These frauds were brought to light in the year 1842, and such proceedings were at the time adopted as appeared to the Government of the day to be called for, with reference to the facts elicited.

9. In the 22d para. Mr. Frere refers to the daughter of the late ex-Raja of Sattara having been led to believe "by some of those who had helped to deceive her

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* *Vide* also paras. 1 to 4 of the Right honourable the Governor's Minute, dated the 2d September 1852.

Replies of Officers under the Bombay Presidency on Khutput.

her father, that she might advance her cause by such agitation and intriguing in Bombay." Mr. Frere was informed, that previous to the receipt of his report, Gozra Sahib's case had been favourably recommended to the Government of India, but directed him to communicate to her their sentiments on her conduct.

10. In the 23d para. of his report above alluded to, Mr. Frere stated that he had been apprised by a respectable person, who had received the information from a near relation of the widow of the ex-Raja of Sattara, then at Benares, that "she had spent all she had in fruitless agitation (khutput) at the presidencies and in England; that she was now convinced of its folly, and would promise, if allowed to come to Sattara, to give up the practice entirely." All proceedings connected with this lady subsequent to the arrival of the ex-Raja at Benares were conducted by the Government of India. No further proceedings in any of these cases are called for.

Kattywar—Major *Aston*, First Assistant Political Agent in Charge.

Report, dated 15th June 1850.

11. Major Aston in his report alludes to the following cases, as showing the evils with which the hope of success by agitation in Bombay is attended :—

1st. The succession case at Simree, in which the hopes of the unsuccessful party were buoyed up for years apparently by the misrepresentation of their agents.

2d. The attempt of the younger sons of the late Thakoor of Bhownuggur to procure the alteration of the orders of Government relative to their maintenance.

3d. An intention of the Nuwab of Joonaghur to agitate in Bombay the disturbance of arrangements for the management of his country during the latter part of his minority, but which was frustrated by the Political Agent.

4th. Another intention by the same chief to send agents to Bombay, but which does not appear to have been carried out.

5th. A dispute in the family of a banker in Porbunder, the settlement of which was delayed by Bombay agency.

6th. An intrigue at Mangrol, which it seems was intended to have been carried through by Bombay agency.

12. No further proceedings than what have already been adopted appear to be called for from Government in any of the cases alluded to by Major Aston.

Rewa Kanta—Report from the late Major *Brown*, Political Agent

Report, dated 18th October 1850.

13. In his report, dated the 18th October 1850, the late Major Brown, Political Agent in the Rewa Kanta, alluded to the case in which, in the year 1845-46, the Raja of Rajpeepla was made to believe by some intriguing person, that his supposed grievances were to be redressed direct by the Government of India; that the Raja was soon convinced of the deception being practised against him, and the matter was referred to Mr. Colville, Advocate-General, Calcutta, who stated, "I have considered the papers relative to the fraudulent practices of Narroo Bapoojee against the Raja of Rajpeepla, and I am sorry to say that, as at present advised, I see little or no chance of convicting the person of any definite offence known to the criminal law." No further proceedings are necessary in this case.

(signed) *A. Malet*,
Chief Secretary.

14 February 1853.

Minute by the Right Honourable the Governor, concurred in by the Honourable Mr. *Blane*.

1. None of the cases alluded to in the Chief Secretary's Memorandum require further notice from Government.

2. Para. 34 of the report of the late Commissioner at Sattara, dated the 13th of June 1850 (copy of which is annexed), should, be transferred to the Revenue and Judicial Departments for such notice as the observations it contains may appear to deserve.

3. Paras.

Replies of Officers under the Bombay Presidency on Khutput.

3. Paras. 39 to 44 of the same report should also be transferred to the Judicial Department for the same purpose.

4. Copy of the Chief Secretary's Memorandum and of this Minute should be forwarded to the Honourable Court when our proceedings relative to the petitions are reported to that authority.

(signed) *Falkland.*

19 February 1853. *D. A. Blane.*

MINUTE by the Honourable Mr. *Bell.*

I ADHERE to my Minute of the 13th of September last, and until I have the opportunity of satisfying myself as to the correctness of the observation contained in the 2d para. of the Right honourable President's Minute of the 11th idem, I feel unable to concur in the first para. of the above Minute, as it contains a severe censure on the judges of the Sudder Dewanee Adawlut, of which court I was a member in 1843, and may perhaps have been one of the judges who sat in the case alluded to.

23 February 1853. (signed) *A. Bell.*

Seen.

(signed) *Falkland.*

24 February 1853. *D. A. Blane.*

EXTRACT para. 34, from a Letter from the Commissioner at Sattara, dated the 13th June, No. 135 of 1850.

Para. 34. IN their several lines, the Revenue and Judicial Commissioners ought to be able to detect and correct, either by their own authority or by invoking the authority of Government, every real abuse brought to notice by a petition which called for the interference of an authority superior to the local officer; due attention to this branch of their duty might be ensured by requiring them to report, after each annual circuit, the number and general character of the petitions presented to them in each district, bringing forward any which they considered to merit the notice of Government.

(True extract.)

(signed) *A. Malet,* Chief Secretary.

EXTRACT paras. 39 to 44, from a Letter from the Commissioner at Sattara, dated the 13th June, No. 135 of 1850.

Para. 39. IT may seem presumptuous in me, but I offer the opinion with much confidence in its soundness, that the character of our administration generally, and of the judicial branch in particular, would be greatly raised if the duties of the Sudr Adawlut in Bombay could be confined to the decision of intricate legal questions appealed from the lower courts; and if all the miscellaneous duties which now devolve on the court could be performed by the Judicial Commissioner on his circuit holding open court in the district where the questions arise.

Para. 40. Of course, there may be obstacles of various kinds, and good reasons against such a system, and I speak merely with reference to the single point of public opinion regarding the decisions passed.

Para. 41. I will only instance one kind of business, petitions from Government servants dismissed, and praying to be reinstated. I am convinced nothing can be more injurious to the character of the court, and of our administration generally, than the misconceptions which prevail among the natives up the country, regarding the means whereby compliance with the prayer of such petitions is often obtained.

Para.

Para. 42. Natives up the country, unless engaged in trade, are usually very ill informed regarding what passes in Bombay; their ignorance is far deeper than could be believed by any one who considers merely the distance and facility of intercourse; even in Bombay, the public in general know little of proceedings in the Sudder. There are few or no reports of proceedings in the newspapers, and the consequence is, that it is very rarely any one but the party immediately interested knows anything of the grounds on which the judgment of the court in such cases is founded.

Para. 43. It is natural that in such cases, the decision should be often attributed to other than the real grounds on which it was passed, and the reinstatement of a dismissed servant is thus, I am well assured, often attributed to "khutput," where there were ample reasons for the measure, which only required to be stated, and generally made known, in order to insure their justice being acknowledged.

Para. 44. This could not be the case if such questions came on before the Judicial Commissioner sitting in open court, in the place where the case which came before him had arisen. The court would, I am convinced, be crowded by all who knew the parties, or cared about the case, and there would be little danger of public misconception regarding the reasons which the Judicial Commissioner would orally give for his decision.

(True extract.)

(signed) *A. Malet*, Chief Secretary.

No. 991 of 1853.—Political Department.

RESOLUTION.

Judicial.

ORDERED, That the above extract, para 34, from a letter from the late Commissioner at Sattara, dated 13th June, No. 135 of 1850, be transferred to the Revenue Department for such notice as the observations it contains may appear to deserve.

(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 7 March 1853.

No. 992 of 1853.

(The same to the Judicial Department, with the alteration in the margin.)

(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 7 March 1853.

No. 993 of 1853.—Political Department.

RESOLUTION.

ORDERED, That the above extract, paras. 39 to 44, from a letter from the late Commissioner at Sattara, dated the 13th June, No. 135 of 1850, be transferred to the Judicial Department for such notice as the observations it contains may appear to deserve.

(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 7 March 1853.

No. 278 of 1853.

Transfer from the Revenue to the Political Department.

MEMORANDUM.

As directed at close of resolution of 13th September 1852, No. 3950, the Secretary in the Revenue Department has the honour to place before the Honourable Board the only proceedings connected with the four cases of khutput in revenue matters alluded to by the local revenue officers.

2. The

2. The case quoted by Mr. Townsend, the then Revenue Commissioner, and referred to in the third para. of his letter of 31st May 1850, No. 2793, was one on which the Government of 1841–42 did not make such minute inquiries as the present Government would institute, before sanctioning an exchange of villages; and results show that it would have been better had the then Government been more circumspect.

Replies of Officers under the Bombay Presidency on Khutput.

3. It is, however, to be recollected that Mr. Anderson was a member of that Government, and that he had served from some time as Principal Collector and Political Agent in the Southern Muratha Country, and it is probable that his acquaintance with the applicant and localities may have been considered sufficient to render unnecessary the delay which would have attended further and fuller references to the local officers.

4. Mr. Spooner's case goes for nothing; he reported on a claim to an hereditary allowance, and he appears to be astonished that claimant's brother became aware that the case was referred by Government to the Inam Commissioner.

5. Mr. Spooner explains that claimant's brother was in Bombay, and it appears that this brother was the person concerned in presenting to Government the petition in which the claim was advanced.

6. The Revenue Secretary thinks it very probable that the said brother may have been one of the many petitioners who assemble at the door of the Secretariate, and that the Secretary may have told him, as he is in the habit of telling others, that his remaining in Bombay could answer no purpose, and that he had better repair to the camp of the local officer, to whom his case had been referred.

7. The case of Gunesh Ramchunder, suspended Mamlutdar of Kurmulla, is not tangible, for all Mr. J. S. Inverarity gives are rumours, for the ascertainment of the truth of which he professes not to be able to give any clue.

8. The rumour quoted by Mr. J. S. Inverarity, second assistant to Mr. J. D. Inverarity, is that the Mamlutdar is said to be in Bombay for the purpose of making khutput; Mr. J. S. Inverarity, at the time of stating this, was at Sholapoor, and the head of his office. Mr. J. D. Inverarity had been officially informed that the man was in Bombay; his English petition, dated Bombay, 9th April 1850, against the proceedings of the Collector, having been referred to Mr. J. D. Inverarity for report by the Sudder Dewanee Adawlut on the 8th May 1850.

Report of the 3d June 1850.

9. The Secretary is not aware of the merits of this man's case, his death having rendered a review of it unnecessary, but although the two Messrs. Inverarity entertained opinions most unfavourable to the character of Gunesh Ramchunder, it may be seen that from what is incidentally stated in a report Mr. Seton Karr wrote since, that these opinions were not concurred in by the latter, who is an officer of discretion, judgment, and experience.

Government letter of 27th August 1850, No. 6648, to Revenue Commissioner, S. D.

Mr. Seton Karr to Revenue Commissioner, S. D., of the 7th August 1852, No. 558.

10. The case of Mankoo Vittul is also instanced by Mr. J. D. Inverarity; that Mankoo Vittul visited Bombay, was well known to the Revenue Secretary, for the man was constantly meeting him on the high road and at the Secretariate door, and requesting that his case might be attended to; he was dismissed by Government, although acquitted by the Sudder Foujdaree Adawlut; the case therefore is one, if requiring consideration at all, to be considered in the Judicial Department.

11. The Secretary begs to remark, that if khutput be held to mean the making of exertion with a view to effect a purpose, there is as much khutput in suggesting that a party deemed guilty is using khutput to ensure his being acquitted by the reviewing authority as in any other form, for there can be nothing so well calculated to prejudice a man's cause, as a belief on the part of the reviewing authority that the accused is endeavouring by unfair means to influence his own judgment, or to corrupt his subordinates.

(signed) *H. E. Goldsmid*,
Secretary to Government.

5 January 1853.

Replies of Officers under the Bombay Presidency on Khutput.

MINUTE by the Honourable Board, dated the 10th January 1853.

THERE is nothing tangible in these cases; the compilation of replies from revenue officers to be transferred to the Political and Judicial Departments, in order that any cases relating to those departments may be there considered and disposed of.

2. Paragraph 10 of the Secretary's memorandum also to be considered in the Judicial Department.

(signed) *Falkland.*
D. A. Blane.
A. Bell.

10 January 1853.

RESOLUTION, 15 January 1853.

WITH reference to the transfer from the Political Department, No. 3950, dated the 13th September last, ordered that copy of a memorandum by the Revenue Secretary, dated the 5th instant, and of the minute recorded thereon by the Honourable Board, under date the 10th idem, be transferred to the Political Department for information and guidance.

2. The compilation (No. 1339 of 1850, and 2570 of 1851), referred to in the Honourable Board's minute, are also herewith sent, with a request that they may be made over to the Judicial Department when no longer required by the Political Department.

(signed) *H. E. Goldsmid,*
Secretary to Government.

MEMORANDUM.

THERE are no cases embraced in the reports on khutput recorded in the Revenue Department, and contained in these compilations, which have reference to the Political Department; the compilations should be made over to the Judicial Department as required in the resolution.

7 March 1853. (signed) *A. Malet,* Chief Secretary.

No. 997 of 1853.

RESOLUTION of Government in the Political Department.

Transfer from the Revenue Department, No. 278, of the 15th January 1853.
Revenue Compilations, Nos. 1339 of 1850, and 2570 of 1851.

ORDERED, That the documents noted in the margin be transferred in original to the Judicial Department for consideration, with a request that, when no longer required, they may be returned to the Revenue Department.

(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 7 March 1853.

(True extract.)

(signed) A. Richardson,
Deputy Secretary to Government.

Dissents of certain Directors from the Despatch to the Bombay Government of the 26th June (No. 20) of 1852, respecting the Removal of Lieutenant-Colonel Outram.

Dissents of certain Directors respecting the Removal of Lieut.-colonel Outram.

DISSENT by Lieutenant-Colonel *Sykes*.

Para. 1. I DISSENT from the Draft, No. 482, dated 24/6/52, on Colonel Outram's case, not less on account of the alterations made in it by the Board of Control against the sense of the majority of the Court, than on account of the feeble and inadequate expression, even in the original draft, of those vivid feelings and sentiments necessarily expected from the Court upon matters affecting the honour of the British name; equally, also, on account of the indisposition manifest in the draft to give due weight to Colonel Outram's explanations of his offensive bearing towards the Bombay Government, which explanations, if they do not justify his conduct, give a less offensive character to it.

2. A foul scandal had long pervaded the public press in India, and the native mind, that parties connected with the Bombay Government were open to bribery by the Guickwar, his agents, or by the agents of bankers, or others, in Baroda and in Goozrat, for the purpose of effecting political or personal objects at the seat of power; it seemed, therefore, to be the imperative duty of the Bombay Government, conscious in the rectitude of the high officials connected with it, and jealous of the British name for purity in administration, to have taken the initiative in establishing the truth or falsehood of the degrading scandal, which dated as far back as 1835; nevertheless, Colonel Outram (then Captain Outram) Mr. Malet, Acting Resident at Baroda, and subsequently Mr. Sutherland, the Resident, in their arduous struggles to expose corruption (if it existed), felt that they laboured under great difficulties; and Colonel Outram in his Khutput Report, now before the Court, sect. 2, para. 3, says, "The belief appeared to have its origin in certain decisions of Government respecting disputed successions, which it was thought could only have been effected by bribery, and the leniency with which parties who were accused and were convicted, were treated by Government, strengthened the impression."—Para. 8.

3. The various cases in which this leniency is supposed to be manifest are arranged in chronological order in the Khutput Report, and it will suffice to give a passing reference to some of them. First, in the Umleara succession case, when Colonel Outram took charge of the Political Agency in the Mahee Kanta in 1835; then in Motee's case of perjury, 7/4/38; then in the Thakoor of Gorasar's case; then in a list of cases of bribery forwarded to Government in a memorandum of Mr. H. Malet, in which the names of European gentlemen were used, 31/12/37, in this memorandum; and in a letter of Colonel Outram's to Sir Robert Grant, 1/1/38, nearly similar language is used. "Odium has in consequence (of bribery) been heaped on the British name, and a stigma has been attempted to be cast on the reputation of some of the most honourable and distinguished servants of Government."—Sect. 5, para. 8.

In the case of Anund Row, of the Political Agent's Office, who was suspended by Mr. Malet, and restored by Government, 29/10/37 sect. 6, para. 1. In the case of Dadoo Punt, 25/11/37, in which Mr. Malet was informed by Government, "Nor is there any law by which native servants employed in the Political Department, guilty of receiving bribes, can be punished otherwise than by dismissal from the public service," 19/12/37. In the case of Motee Lall Purshotum, head karkoon of Rajpeempla, 28/1/36, in which Mr. Courtenay is commended for the man's acquittal, and Mr. Malet is subsequently commended for his conviction. In the case of Brijlall, native agent, Baroda Residency, sect. 8, implicated with Dadoo Punt, 25/11/37, and charged with bribery, in which the Government set aside the arrangements of Mr. Sutherland, the Resident at Baroda, which he thought necessary to ensure the conviction of Brijlall, 28/3/38, and when he was

Dissents of certain Directors respecting the Removal of Lieut.-colonel Outram.

ultimately convicted of receiving 4,000 rupees, Government declined, 29/10/38, adopting Mr. Sutherland's urgent request that Brijlall should be publicly declared incapable of serving the Government in future; Government also prohibited further investigations; but in prosecuting Dadoo Punt, Brijlall was found to be implicated, 26/12/38, and was again convicted of bribery, and again Mr. Sutherland begged he might be proclaimed in the Gazette; and again the Government refused. In the case of the firm of Hurree Bugtee at Baroda, with British guarantee during good behaviour; but which lent itself to all the corruptions, sect. 9, para. 4, *et seq.*, the Government refused to sanction, 30/12/37, Mr. Malet's application to be allowed to insist upon the firm producing their books for examination, and censured his conduct at the same time; the Government, under Sir George Arthur, doing the very reverse in a similar case in 1843, when Mr. Boyd was Resident, 13/7/43. On 26/10/38, Colonel Outram (then Captain Outram) wrote (sect. 10, para. 6) to Government, "All the exertions of the local officers to perfect the regeneration of Goozrat, now in progress, and for the reform of abuses, must prove abortive so long as the Bombay Government is looked upon, as it now is throughout this country, as patronising and encouraging a class of persons so notoriously and thoroughly proved culpable. Until Government has cleared itself from that imputation, the power to thwart our measures remains in the hands of a body of men (the Nagur Brahmin family) the most powerful, wealthy, and unprincipled in Goozrat; and that power to do evil can only now be stemmed by an immediate, distinct, and public declaration of the abhorrence with which Government regards the practices which have come to light, and of its determination to punish such offences with the utmost rigour in future;" and he concluded, "I implore Government, if it consider I have by my former services established any claims to its consideration, as the only favour I have to ask at its hands, to receive my most earnest appeal, by attending to its requests, and overlooking aught that I have written in the fervour of my feelings that could in any way be deemed presumptuous or disrespectful;" and he finally pledged himself to prove 15 cases in which a strong bias on the part of Government appeared in favour of parties accused of bribery; sect. 10, para. 7. This was as far back as 1838.

The Guickwar, judging from these cases, followed in the same steps in 1840, in the notorious Dackjee Dalajee's affair, and the very Motee Parshotum, previously convicted and dismissed, was employed in his corrupt practices. The Advocate-general in his report to Government, 31/1/43 stated, that the following sums were to be appropriated by the Guickwar to effect his objects:—

	Rs.
To Sir James Carnac - - - - - - - -	10,00,000
To Mr. Willoughby - - - - - - - -	2,50,000
To Mr. Reid - - - - - - - -	60,000
To Shree Crustna - - - - - - - -	36,000
To Dr. Brown and minor parties - - - - -	1,10,000
TOTAL - - - *Rs.*	14,56,000

In 1838 Captain Outram left Goozrat, and joined the force proceeding to Affghanistan, and only returned to Baroda as Resident when appointed by Sir George Clerk in 1847. The former Residency agents of the Nagur family had been convicted and removed, but had not been proclaimed, and the feeling in the efficacy of Khutput remaining, it was soon found the new servants were as bad as the former; and parties who lent their aid to detect corruptions experienced their malice. In the case of Venaick Moreshwur Furkey, otherwise Baba Furkey, a servant of some years' standing, who had assisted Mr. Malet in his struggles against the corruption of his day: this man, instead of progressive reward, had his office broken up, and a portion of its duties only offered him on a diminished salary; and subsequently applying for the vacant office of native agent at the Residency at Baroda, being recommended by Colonel Outram, it was intimated by Government that he was not "a fit person to be employed in a political capacity," Part II., sect. 11, para. 15, although Colonel Outram found him almost the only man courageous and able enough to give him assistance in his inquiries into the practices of the Residency agent, Nursoo Punt.

Baba

Dissents of certain Directors respecting the Removal of Lieut.-colonel Outram.

Baba Furkey had been arrested and confined in his house by the Guickwar, with the knowledge of Captain French, the Acting Resident, and was only released on its being known that Colonel Outram was returning to Baroda. In consequence of these inquiries Nursoo Punt proposed to resign on his pension, and Colonel Outram recommended Baba Furkey to Government as his successor, but Colonel Outram being obliged to leave Baroda on the 12th September 1848 for Egypt, on account of his health, on his return to Baroda 15 months afterwards, he found Nursoo Punt had withdrawn his resignation, and he himself had been reprimanded by Government during his absence for doubting Nursoo Punt's integrity, and for recommending Baba Furkey as his successor, 18/1/49. Colonel Outram, 22/6/50, then asked Government to be allowed to investigate Baba Furkey's case, and was told (6/10/50) that a previous decision of the Government was final; and, even after a reference to the Court of Directors, the Bombay Government still refused (28/6/51) to consider Baba Furkey's complaints. Then follow the details of the case of Nursoo Luximin, otherwise Nursoo Punt, late native agent of the Baroda Residency. In 1843 Nursoo Punt gave up 400 rupees a month, as an assistant in the revenue branch of the Deccan, and obtained the office of Residency Native Agent, at Baroda, on 300 rupees a month; quitting the best climate of Western India (the Deccan), for the worst (Baroda). Nursoo Punt was connected by family ties with several parties at Baroda, his sister being married into the family of Baba Nafra*, and another into that of Dadoo Punt, &c., whose misconduct had occasioned the notice of Government. Nursoo Punt concealed these family ties from the Resident and from Government. On the 21/3/44, Nursoo was charged with corruption on petition. It was referred by Government to Mr. Remington, Acting Resident, who said it was too late in the day to inquire into it. In 1847 Colonel Outram was appointed Resident at Baroda, and his first impressions of Nursoo Punt were decidedly favourable, and for some time after his appointment he was ignorant of the family ties between Nursoo Punt and Baba Nafra. But his suspicions were raised in the cases of Govind Rao Guickwar, and Gorajee Poll, both against Nursoo Punt and Baba Nafra, in the first case, in Nursoo Punt asserting ignorance of an important document in his possession, which he afterwards produced, and in the second case for conniving at embezzlement of the Pol's revenues. Nursoo Punt, as previously stated, applied to be employed elsewhere, Colonel Outram having got the assistance of Baba Furkey, which aid, then given, has ended in his own ruin. Colonel Outram being obliged to leave Baroda on sick certificate for Egypt, Nursoo Punt withdrew his application for pension, or other provision, and Colonel Outram still found him at Baroda on his return. The subsequent misconduct, conviction, and dismissal of this man, are discussed in Court's despatch in the Political Department, No. 479, dated 23/6/52. Then follows the Hurree Bhugtee guarantee question, in which Colonel Outram, on reaching Bombay (17/9/48), personally urged on the Secretary to Government, and on one of the members of Government, that advantage should be taken of the frauds committed by the Hurree Bugtee firm to withdraw the British guarantee from it. This was not attended to, nor was a despatch of the Court on the same subject, 13/2/50.

The subsequent exposure of the atrocious proceedings in the Widow Joitabaee's case; the seizure of the papers of the banking firm of Hurree Bhugtee, which led to the knowledge of the betrayal of Government and the Baroda Residency by clerks communicating secret records; the tracing money to the hands of Government clerks in Bombay, particularly to Mr. Craig, of the Secret and Political Department; Government letting the matter lie from October 1850 to the receipt of the Khutput Report in November 1851, and the trial and condemnation of Nursoo Punt, have been so lately discussed by the Court, that nothing more than mention of them is necessary.

On the 10/4/51, Colonel Outram (part II., sect. 4, para. 11) wrote to Government that he had suspended four of his kharkoons; that he could prove that Nursoo Punt had received 28,000 rupees in Joitabaee's case, and accompanied

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* Baba Nafra, the manager of the Baroda banking firm of Hurree Bhugtee, had been convicted by Mr. Malet of nefarious practices; he had been mixed up in the conspiracy to bribe Sir James Carnac, and has since been convicted of the abduction of a son and heir of his late master; and of a foul conspiracy against one of his master's widows, Joetabaee.

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panied the letter with a strong remonstrance. On his arrival in Bombay he had an interview with the Governor, Lord Falkland, and stated his perfect readiness to withdraw every statement or expression that might be regarded in the slightest degree as appearing to arraign the proceedings of his superiors; and he assured his Lordship that nothing was further from his intentions than to treat himself or his Government with disrespect, and he expressed his desire to erase from his statement and letter every passage calculated to give offence. Lord Falkland intimated his approval of this resolution, and his hope that Baroda affairs would be settled to the satisfaction of all parties. Again: In the still unfinished investigation of the suspicions against the Baroda Minister for a purpose to bribe parties to get the charge for the Goojrat Horse withdrawn, Government refused to sanction a guarantee being given Govind Row Rorea (23/11/51), in case he gave evidence on the subject.

4. Because the draft does not notice Colonel Outram's paper of suggestions of measures to guard against future corruptions, nor does it notice the rejection by Government of the whole of them. Sect. 6, para. 11, concluding sections.

5. As Colonel Outram's Khutput Report was the necessary result of the Government Circular of the 15th May 1850, calling for information from subordinates, on the supposed belief in the native mind of the efficacy of bribery with Government officials, it was Colonel Outram's duty to trace the belief at Baroda from its origin; the terms, therefore, in the Minutes of Council (22/11/51) applied to the Report, and to Colonel Outram personally, of "Monster Report," "Monomaniac," and "it is impossible Colonel Outram in his right mind could persist, &c.," seem misplaced, and gratuitously offensive, and ought to have been noticed, in my opinion, in the Court's draft.

6. Because Lord Falkland, in his Minute of the 28th February 1852, having said, "We have not charged Colonel Outram with disrespect in any of his reports, though I am far from deeming that we had no ground for doing so, but only in his letter of the 31st October 1851." It would seem the decision of the Court on this branch of the subject should be confined to this letter.

7. Because the draft omits all mention of the present critical position of the parties who gave their assistance to Colonel Outram, in the procuring the conviction of offenders, and does not suggest any measures to guard them against the sure prospect of persecution and consequent personal damage to which they will be exposed.

8. Finally: Sufficient notice has been taken of cases, facts, and dates, without entering into elaborate details to demonstrate in the clearest manner the comparatively eminent success of Colonel Outram, under the most embarrassing difficulties, in his praiseworthy and honourable efforts to relieve the British Government from the scandal attached to its name of being indifferent to the corruption of its servants and agents, and to discriminate and to fix upon the proper parties, not only criminality, but the punishment due to criminality. It appears to me, therefore, that the draft does not sufficiently dwell upon the eminent services and persevering zeal of Colonel Outram; that it does not make a natural and reasonable allowance for the irritation consequent upon finding his efforts for a great public object through a course of years constantly thwarted, or inadequately supported; and above all, that it does not take that elevated tone befitting the character of a great Government, in reprobation of corrupt conduct on the part of any of its servants, and in reproof of parties, however high their stations, whose apathy, prejudices, or mis-judgment, may have led to the continuance of an odium and a scandal which a vigorous manifestation at an early period might have either obviated or crushed at once. For the above reasons I dissent from the Draft.

(signed) *W. H. Sykes.*

India House, 7 July 1852.

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